

## PRIVACY POLICY

Digital Ally, Inc. is committed to providing on-line resources to you in a manner that protects your privacy. This Privacy Policy governs the collection of data and usage of the information we receive from you on this website. This Privacy Policy does not apply to the use of personal information that is collected by third parties and we are not responsible for the privacy policies or practices of such third parties. We may periodically modify this Privacy Policy so we strongly recommend that you review this Privacy Policy web page often to be aware of any changes to it. By using this website, you consent to the privacy procedures set out in this Privacy Policy, as the policy may be amended from time to time. Your continued use of this website, or Digital Ally's services provided through the website, constitutes your agreement to this Privacy Policy as it is periodically updated.

The terms "you," "your," and "yours" refer to the customer using our website. The terms "Company," "we," "us," "our," and "Digital Ally" refer to Digital Ally, Inc. This Privacy Policy is governed by our Website Terms of Use Agreement.

### INFORMATION WE COLLECT.

Digital Ally collects both Personal Information and Non-Personal Information ("Collected Information") about its customers in order to: (i) provide Digital Ally services; (ii) provide customer and technical support; and, (iii) for other business-related purposes, such as billing or marketing. "Personal Information" means any information that can be used to identify you. Some examples of Personal Information include your name, address, email address and phone number. "Non-Personal Information" means information that on its own cannot be used to identify you. Some examples of Non-Personal Information include usage data relating to Digital Ally websites and Digital Ally products, language preferences and Digital Ally website page views. Collected Information may be aggregated and/or made anonymous. When information is aggregated, it is combined with information about other customers and users. When information is made anonymous, Personal Information is removed from collected data and the remaining portion of the data, containing only Non-Personal Information, is used for other internal or external uses, such as, for example, to determine ways we can improve Digital Ally products and services or to collect information on usage. Aggregated information that includes Personal Information is considered Personal Information until it has been made anonymous. Information that is made anonymous is considered Non-Personal Information.

### USE OF INFORMATION.

Digital Ally is not in the business of selling your information. We consider this information to be an important part of our relationship with you. Digital Ally uses the personally identifiable and other information in a manner that is consistent with this Privacy Policy. If you provide personally identifiable information for a certain reason, we may use the personally identifiable information in connection with the reason for which it was provided. For example, if you provide personally identifiable information in order to access Digital Ally services, we will use the information for that purpose and connected purposes, such as to monitor your use of the services. Personally identifiable information may also be used to provide you with information concerning new products and services offered on the website, for the purpose of notifying you concerning technical matters or policy changes, to improve website content and functioning, to assist us in meeting customer needs, or for similar purposes.

We will retain personal information we obtain from our customers for as long as needed to provide services. We will retain and use this personal information as necessary to comply with legal obligations, resolve disputes, and enforce our agreements.

Without additional notice, in certain instances we may share your personally identifiable information with certain third parties. We may share information you provide to us with service providers we have retained to perform services on our behalf, including for marketing, mailing information, maintaining databases and processing payments purposes. In addition, we may disclose information about you (i) if we are required to do so by law, (ii) to law enforcement authorities or other government officials, or (iii) when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss or in connection with an investigation of suspected or actual illegal activity. We reserve the right to transfer any information we have about you in the event we sell or transfer all or a portion of our business or assets. Should such a sale or transfer occur, we will use reasonable efforts to direct the transferee to use personal information you have provided to us in a manner that is consistent with this Privacy Policy. Additional instances where we may share your

information include the circumstances where you elect to use one or more third party applications that interoperate with Digital Ally's service, those applications may upon your election be given access to data containing personally identifiable information, or where we share your personally identifiable information with an entity that is affiliated with us for purposes consistent with this Privacy Policy.

#### CUSTOMER INFORMATION MODIFICATIONS.

If you have submitted personally identifiable information to us, you may update or modify that information by editing your account profile or by emailing or otherwise contacting us to make the requested changes.

#### SECURITY.

We take commercially reasonable and appropriate precautions to protect your personally identifiable information in our possession from loss, misuse, destruction, unauthorized disclosure and alteration. We will follow generally accepted industry standards to protect the personally identifiable information that you provide. However, no company can fully eliminate the security risks associated with the collection, transmission and storage of personal information and therefore, we cannot guarantee absolute security. Therefore, any transmission is at your own risk.

#### CHILDREN

This website is not directed to, nor intended for use by, persons under the age of 18 and we do not knowingly collect personal information from children under the age of 18. Any person who provides their information to Digital Ally warrants to us that they are 18 years of age or older.

#### COOKIES

This privacy statement covers the use of cookies by Digital Ally only and not by any third party. Cookies are small data strings that are stored by the browser in your computer by a web server. Cookies generally hold information which allow websites to recognize users and customize the sites for user navigation. Cookies are useful in helping us to provide you with a good customer experience. For example, information we can obtain from cookies assists us in determining how our website is performing and how we can improve the customer experience. Your internet browser will likely permit you to delete or disable cookies if you choose. However, certain features may not work fully or optimally if you disable cookies.

#### LINKS TO OTHER SITES

This website may contain links to other sites that are not owned or controlled by Digital Ally. Please be aware that Digital Ally is not responsible for the privacy practices or the content of sites maintained by others and those sites will be governed by their own privacy policies which we encourage you to carefully review.

#### DISCLAIMER

The Digital Ally website, and the services provided herein, including without limitation, the cloud storage functions, are provided to you on an "AS-IS" basis, without any guarantee of availability. Digital Ally expressly disclaims responsibility for occurrences beyond our direct control.

#### CONTACTING DIGITAL ALLY

If you have questions, suggestions, or comments concerning our Privacy Policy or our privacy practices you may contact us at:

Digital Ally, Inc.

9705 Loiret Blvd., Lenexa, KS 66219

We will use commercially reasonable efforts to remedy any problem you direct to our attention.

## FLEETVU-MANAGER WEBSITE SERVICES AND CLOUD STORAGE

### LICENSE AGREEMENT

This Fleetvu-Manager™ Website Services And Cloud Storage License Agreement (the "**Agreement**") is a legal agreement between you (either an individual or on behalf of a single entity) and Digital Ally, Inc. ("**Digital Ally**") for the FleetVu-Manager™ program ("**FleetVu Manager**"), which includes all Digital Ally and FleetVu Manager computer software, firmware, and their associated printed and online documentation, any applications and utilities you select and use, and the hosting and all other services provided through Digital Ally and FleetVu's's website operations ("**Services**").

ALL SERVICES ACCESSED THROUGH THIS WEBSITE ARE EXPRESSLY SUBJECT TO THE TERMS AND CONDITIONS OF THIS SEPARATE AGREEMENT, AS MAY BE PERIODICALLY UPDATED, AND YOUR TIMELY PAYMENT OF ALL APPLICABLE FEES FOR THE SERVICES IN ACCORDANCE WITH THIS AGREEMENT AND THE UNITS IN ACCORDANCE WITH THE TERMS OF YOUR FLEETVU-MANAGER PROGRAM DOCUMENTS, INCLUDING THE INVOICES CONNECTED THERETO.

THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY CHANGE FROM TIME TO TIME. FOR THE MOST RECENT VERSION WHICH APPLIES TO YOU, PLEASE VISIT WWW.FLEETVUMANAGER.COM, WHICH SUPERSEDES ALL PRIOR VERSIONS OF THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ALL PRINT VERSIONS THAT MAY HAVE ACCOMPANIED YOUR FLEETVU-MANAGER PROGRAM PURCHASES.

NO SIGNATURE IS NECESSARY TO BE BOUND TO THIS AGREEMENT. INSTEAD, BY CLICKING "**I ACCEPT**" ONLINE, OR BY USING ANY UNITS, OR ANY OF THE SERVICES, OFFERED BY, LICENSED, LEASED OR PURCHASED FROM, OR DISTRIBUTED OR ADMINISTERED BY DIGITAL ALLY, INC., YOU (ON BEHALF OF YOURSELF, OR AS AN AUTHORIZED REPRESENTATIVE OF ANOTHER INDIVIDUAL OR ENTITY) HEREBY AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT WITH DIGITAL ALLY REGARDING THE USE OF DIGITAL ALLY OR FLEETVU-MANAGER SUPPLIED SERVICES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

THE "**EFFECTIVE DATE**" OF THIS AGREEMENT IS THE EARLIER OF THE DATE ON WHICH YOU ACCEPT THIS AGREEMENT BY CLICKING ON THE "I ACCEPT" BUTTON ONLINE, OR THE DATE THAT YOU OTHERWISE BEGIN USING THE FLEETVU-MANAGER SERVICES OR UNITS.

In this Agreement, you and Digital Ally are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**." Any capitalized terms used in this Agreement as defined terms that are not defined herein shall have the meanings given them in the FleetVu-Manager "**Program Documents**", including all Digital Ally sales invoices, the limited warranty accompanying the Units, the Terms of Sale accompanying your Digital Ally purchases, and any special conditions agreed to in writing and signed by you and Digital Ally. The terms "**you**," "**your**," "**yours**," and "**Customer**" refer to the customer using the Services, including your employees, agents, any person or entity you represent, or any person or entity you permit or allow to use the Services. The terms "**we**," "**us**," "**our**" or words of similar import refer to Licensor. The term "**Website**" refers to any and all Digital Ally or FleetVu-Manager websites.

Digital Ally reserves all rights not expressly granted to you in this License Agreement. The Services are protected by copyright and other intellectual property laws and treaties. Digital Ally owns the title, copyright, and other intellectual property rights in the Services. The Services are licensed, not sold.

### 1. FLEETVU-MANAGER PROGRAM AND SERVICES

1.01 FleetVu-Manager Program. The FleetVu-Manager™ program ("**FleetVu-Manager**") is designed to be a comprehensive location management and event recording program offered by Digital Ally that uses an Internet-based software application, including cloud storage capabilities, powered and/or owned by Digital Ally and/or its designated cloud service provider(s). Digital Ally's tracking and event recording hardware, sold in conjunction with FleetVu-Manager ("**Units**"), is intended to collect and record certain data options chosen by each customer ("**Options**"), which may include fleet location information, event recording, and associated data. Under the FleetVu-Manager program design, the data, when recorded by firmware in the Units, is transmitted to, and stored on, cloud servers pursuant to the terms of this Agreement, based upon Options selected by the customer, utilizing the Internet to access each customer's account on the FleetVu-Manager website ("**Website Account**"). Your Program Documents will

show the Options you have selected, the data storage plan you have chosen ("**Cloud Storage Plan**"), and the pricing of such Options and Cloud Storage Plan. This Agreement applies to the Services (as defined in Section 1.02) only; Units (including all hardware) are sold by Digital Ally pursuant to their own terms and conditions. If purchased by the Customer, various "**Professional Services**" may be offered by Digital Ally to Customer in accordance with Customer's requests, which Professional Services are sold by Digital Ally pursuant to their own terms and conditions.

1.02 **Services.** The term "**Services**" used in this Agreement means all services and software offered by Digital Ally in conjunction with FleetVu-Manager, including the cloud storage plan ("**Cloud Storage Plan**"), and any options, and utilities you select and use, as well as the FleetVu-Manager and Digital Ally software, applications, and Website Accounts, and the hosting and all other services provided through our Website operations. By selecting to use the Services, you are granting to Digital Ally all authority we require to perform this Agreement, including authorizing Digital Ally to arrange for you are authorizing Digital Ally to arrange to provide access to your data and for you to store your data in a cloud based system pursuant to FleetVu-Manager policies and procedures and all agreements between you and Digital Ally, and you agree that you will not resell the Services or use the Services in any manner that is prohibited by Digital Ally. You agree to be solely responsible for your stored data and for complying with all applicable copyright and other laws, including import and export control laws and regulations, and with the terms of any licenses or agreements to which you are bound. You warrant that the data you send or are storing in your Website Account is, and will be, free from any malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code. You agree not to use the Services to monitor any individual without such individual's prior permission, and in accordance with all applicable state, federal, and local laws, rules, regulations, unless the individual is a minor and you are such minor's lawful guardian. You agree to supply complete and accurate information to Digital Ally, and to promptly update your information if it changes. You may not use the Services in conjunction with other services, software, or hardware that are not provided, or approved in writing, by Digital Ally.

1.03 **Cloud Storage Plans.** FleetVu-Manager offers Cloud Storage Plans designed specifically for Customer's needs in accordance with the provisions and pricing provided in Customer's purchase orders and other Program Documents, which are incorporated herein by this reference. The Program Documents may contain pricing for both the Services licensed pursuant to this Agreement, as well as for the Units, sold pursuant to the Unit Terms of Sale.

1.04 **Data Retention Policy.** Customer will manage, store, retain, and archive its Customer Information in accordance with a data retention schedule customized for Customer in the Program Documents.

## **2. GRANT OF LICENSE; LICENSE RESTRICTIONS**

2.01 **Access to Website Account And Services.** During the term of this Agreement and subject to the terms and conditions herein, Digital Ally hereby grants to Customer a limited, non-exclusive, non-transferable, non-sub-licensable, revocable, royalty-bearing license to access Customer's Website Account and to use the Services that Customer has selected and paid for ("**License**").

2.02 **Primary Administrator; Authorized Users.** Customer shall authorize a "**Primary Administrator**" to oversee this Agreement and the use of this License, and shall provide the name and contact information for the Primary Administrator to Digital Ally to further communications between Customer and Digital Ally, and Customer agrees to update the name and contact information of the Primary Administrator promptly should such information change. Subject to the options that Customer has selected and paid for, Customer may authorize other individuals in its employ or retained by Customer as independent contractors (collectively, with Primary Administrator, "**Authorized Users**") to use the License issued to Customer under this Agreement so long as Customer agrees to be responsible for the Authorized Users' compliance with this Agreement. If Customer is required to take any action, or prohibited from taking any action, under this Agreement, such requirements or prohibitions equally apply to all Authorized Users. Customer may not transfer or sublicense the License to any third party, in whole or in part, in any form, whether modified or not. Each Authorized User must be at least eighteen (18) years old to access or use the Services.

2.03 **License Restrictions.** Customer may not use the Services in any manner or for any purpose other than as expressly permitted by this Agreement. Customer will not engage in any of the following prohibited acts: (i) willfully tamper with the security of any of the Services; (ii) access data not associated with Customer's Website Account; (iii) log into an unauthorized server or a third party's Website Account without authorization; (iv) attempt to probe, scan or test the vulnerability of any of the Services or to breach Digital Ally's website security or authentication measures without proper authorization from Digital Ally; (v) willfully render unusable any part of the Services; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of any of the Services; (vii) modify, translate, or create derivative works based on any of the Services; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit any of the Services, or make any Services available to a third-party other than as contemplated in this Agreement; (ix) publish or disclose to third parties any evaluation of the Services without Digital Ally's prior written consent; (x) remove, modify, or obscure any copyright, trademark, patent or other proprietary notice that appears on the Website; (xi) supply untruthful or inaccurate information to Digital Ally; or (xii) use the Services for any unlawful purpose or in violation of any applicable law (including, without limitation, data protection and privacy laws). The software and related technology incorporated into FleetVu-Manager are subject to applicable United States export laws and regulations. Customer must comply with all applicable United States and international export laws and regulations

with respect to such software and related technology. Without limitation, Customer may not export, re-export or otherwise transfer such software or related technology, without a United States government license: (a) to any person or entity on any United States export control list; (b) to any country subject to United States sanctions; or (c) for any prohibited end use.

Customer agrees to immediately report to Digital Ally, and to use its best efforts to promptly stop, any violation of the terms and conditions set forth in this Section, this Agreement, and/or any other Digital Ally agreement or policy to which Customer has agreed to be bound, including but not limited to the Digital Ally Privacy Policy (collectively, "**Terms and Conditions**"), all of which are incorporated herein by this reference. In the event of any suspected violation of the Terms and Conditions, Digital Ally may immediately disable Customer's access to the Services and suspend its provision of such Services.

**2.04 Ownership of Intellectual Property.** The Services, and all content, information and services displayed, or provided by Digital Ally, on the Website, including, but not limited to, trademarks and logos, designs, text, graphics, sounds, images, software, and other website materials or other asset provided under this License and Agreement, and all modifications and enhancements thereof ("**Digital Ally Materials**"), are the intellectual property of Digital Ally, its successors, assigns, licensors, or other vendors. The Digital Ally Materials are protected by United States and foreign intellectual property laws. Except as stated herein, none of the Digital Ally Materials may be copied, reproduced, or distributed in any form without the prior written permission of Digital Ally. Customer warrants that it will not infringe upon or violate, and will take appropriate steps and precautions for the protection of, the Digital Ally Materials, Services and related intellectual property rights of Digital Ally referred to in this Section.

**2.05 Feedback.** If Customer elects to provide any suggestions, comments, improvements, ideas or other feedback or materials to Digital Ally regarding Digital Ally's products and services (collectively, "**Feedback**"), Customer hereby grants to Digital Ally a non-exclusive, royalty-free, irrevocable, perpetual worldwide right and license to freely copy, reproduce, license, use, disclose, exhibit, display, transform, create derivative works and distribute any such Feedback without limitation. Further, Digital Ally will be free to use any ideas, concepts, know-how, or techniques contained in such Feedback for any purpose whatsoever, including, without limitation, developing, making, marketing, distributing and selling products and services incorporating such Feedback. Digital Ally will have no obligation to: (i) consider, use, return or preserve any Feedback Customer provides to Digital Ally; or (ii) to treat any Feedback as confidential. Any Feedback Customer provides to Digital Ally may or may not be treated confidentially by Digital Ally in Digital Ally's sole discretion, and Digital Ally will have no obligation or liability to Customer for the use or disclosure of any Feedback. Customer should not expect any compensation of any kind from Digital Ally with respect to Feedback. Digital Ally will exclusively own any improvements or modifications to the Services based on or derived from any Feedback, including all intellectual property rights therein.

### **3. PURCHASED SERVICES**

**3.01 Service Availability.** Subject to the terms and conditions of this Agreement, Digital Ally will use commercially reasonable efforts to provide the Services on a twenty-four (24) hour, seven (7) day a week basis. Digital Ally may use third party vendors or service providers to assist it in providing the Services. From time to time the Services may become unavailable for reasons that include (but are not limited to) (i) equipment malfunctions; (ii) scheduled maintenance or needed repairs; (iii) interruption, limitation, or failure of telecommunication or digital transmission links, network problems or other similar interruptions (including bandwidth problems); or (iv) any force majeure or cause beyond Digital Ally's reasonable control. You will not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services. Digital Ally reserves the right as it deems necessary in its sole discretion to modify or discontinue any Services, or any part of the Services, with or without notice.

**3.02 Security.** Digital Ally will use commercially reasonable efforts to protect Customer's Website Account and Customer Information against unauthorized disclosure or access. We comply with all applicable laws, including those pertaining to security breach notification, and we will notify you of any known security breaches to your Website Account. You are responsible for maintaining the confidentiality of your account access information, including your user names and passwords, for use of the Services, and for establishing and maintaining appropriate security, protection and backup of your Customer Information. You agree to change that access information and notify us immediately regarding any possible misuse of your Website Account and the Services.

**3.03 FleetVu-Manager Technical Support.** Technical support is available to customers with questions regarding the Services and their Website Account during regular business hours. Contact information and access hours for our customer support services are available on the Website.

### **4. ROYALTIES AND PAYMENT**

**4.01 Royalties.** Royalty payments from Customer to Digital Ally, in exchange for the right to use intellectual property or physical assets owned by Digital Ally and covered by this Agreement, are based upon the Cloud Storage Plan, Options, and services you select. You agree to make payments (including all fees, compensation, and other amounts) for the Services in accordance with this

Agreement and the terms and conditions of the invoice you receive from Digital Ally for your FleetVu-Manager Services. All amounts payable under this Agreement are denominated in United States Dollars and Customer will pay all such amounts in lawful currency of the United States.

4.02 Unpaid Charges; Interest. You will be responsible for all costs and expenses incurred by Digital Ally in connection with the collection of unpaid amounts and fees, including court costs and reasonable attorneys' fees. Any amount not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid.

4.03 Taxes. Unless otherwise agreed upon in writing, and subject to all tax exemptions available to Customer, the fees, compensation and other amounts payable to Digital Ally under this Agreement do not include any taxes, customs, duties, fees or other charges assessed or imposed by any governmental authority other than taxes imposed on or measured by Digital Ally's net income. Customer will pay or reimburse Digital Ally for all such taxes and charges imposed on Customer with respect to the Services under this Agreement upon demand, or provide certificates or other evidence of exemption from such taxes.

## 5. CUSTOMER INFORMATION

5.01 Customer Information Use. Digital Ally collects information from its customers, including all customer records, data, and customer content of any kind that Digital Ally receives from Customer (collectively, "**Customer Information**") in order to provide the Services. Customer Information will be used to provide the Services, technical support and for other business purposes, such as for billing, marketing, and evaluating the Services. The Digital Ally Privacy Policy provides more information on how Digital Ally collects, uses and shares the Customer Information, which can be viewed on the FleetVu-Manager website. Digital Ally may use, access, and retain Customer Information in order to provide the Services to you and enforce the terms of the Agreement, and you grant Digital Ally all authority it requires to do so. This authority includes, for example, the rights to copy Customer Information for backup purposes, modify Customer Information to enable access in different formats, use Customer Information to organize it, and access Customer Information to provide technical support.

5.02 Retention of Customer Information. Customer is solely responsible for preserving Customer Information during and beyond the term, and beyond the provisions of, this Agreement. Customer Information compiled by Digital Ally from rendering the Services will be retained as long as a legitimate business need exists to do so, in Digital Ally's sole discretion, and will be made available to law enforcement and other government agencies pursuant to legally valid requests for such information. Following termination of this Agreement for any reason, Digital Ally is not obligated to maintain Customer Information, unless required by a court, or other government entity, with jurisdiction over this Agreement.

5.03 Customer Information Ownership. Customer Information received by Digital Ally from Customer, or compiled by Digital Ally from rendering the Services, shall be and is hereby deemed, as between Digital Ally and Customer, to be the exclusive property of Customer including any related intellectual property rights. Customer is solely responsible for (i) the development, content, operation, maintenance, use, preservation, and retention of its Customer Information in contracting for and using the Services; (ii) for insuring that in compiling and providing its Customer Information to Digital Ally, and in using the Services, Customer at all times complies with the terms of this Agreement and all applicable laws, (iii) any claims relating to its Customer Information, including claims by third parties; and (iv) for insuring that Customer or its licensors own all right, title, and interest in and to the Customer Information, including those necessary to grant to Digital Ally the rights of use contemplated by this Agreement.

5.04 Customer Information At Termination. Although it is all customers' obligation to maintain, retain, preserve, and back up its Customer Information at all times during and following the term of this Agreement, as long as Customer is not in default of the Agreement at and following termination of this Agreement, if Customer delivers written notice to Digital Ally within sixty (60) days following such termination that Customer requests the return of its Customer Information in Digital Ally's possession ("**Timely Notice**"), within sixty (60) days following such Timely Notice, Digital Ally will, at Customer cost and expense, provide Customer with post-termination and data retrieval authority and assistance as may be required for Customer to download and transfer its Customer Information to Customer servers. If a customer is in default of this Agreement at and/or following termination, it is a defaulting customer's obligation to have preserved its Customer Information and, unless required by a court or other government entity with jurisdiction over this Agreement, post-termination data retrieval assistance and/or preservation will not be provided to such defaulting customer by Digital Ally.

## 6. WARRANTIES AND CUSTOMER RESPONSIBILITIES

6.01 Software Warranty. Digital Ally software will be repaired, replaced or upgraded ("**Software Modifications**"), in the discretion of Digital Ally, at Digital Ally's premises during the term of this Agreement. Customer shall be responsible for the installation of Software Modifications, at Customer's expense.

6.02 Customer Providers and Equipment. Customer is responsible, at its cost, for providing and maintaining Internet access and all necessary telecommunications equipment, software and other materials necessary for accessing Customer's Website Account, for properly downloading Customer Information, and downloading, maintaining and using the Services.

6.03 Hosting Providers Waiver. Your Website Account is hosted by Digital Ally through one or more service providers that provide the Cloud Storage capacity and Website access used to provide the Services. **CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS AND/OR STORAGE SERVICE PROVIDERS OR THEIR AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN DIGITAL ALLY AND ITS SERVICE PROVIDERS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT DIGITAL ALLY'S SERVICE PROVIDERS AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR AGAINST DIGITAL ALLY OR ITS SERVICE PROVIDERS.**

6.04 No Responsibility for Service Interruptions or Lost Data. **DIGITAL ALLY SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE UNIT(S) BEING LOCATED IN AN AREA NOT COVERED BY APPROPRIATE WIRELESS COVERAGE, OR IF THE UNIT(S) FAIL TO ESTABLISH A CONNECTION WITH WIRELESS SERVICES, OR IF SERVICES ARE DISABLED DUE TO ANY NETWORK OR STORAGE PROVIDER RELATED ISSUES OR FOR LOSS OF CUSTOMER INFORMATION. THE CLOUD STORAGE PLAN, THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE ARE PROVIDED BY DIGITAL ALLY ON AN "AS IS" AND "AS AVAILABLE" BASIS.**

6.05 No Other Warranties. **EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01 OF THIS AGREEMENT, DIGITAL ALLY MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IF CUSTOMER MADE ITS PURCHASE THROUGH A THIRD PARTY, DIGITAL ALLY IS NOT RESPONSIBLE FOR THE REPRESENTATIONS OR WARRANTIES MADE BY SUCH THIRD PARTY.**

## **7. INDEMNITY**

7.01 Indemnity By Digital Ally. Digital Ally agrees, at its own expense, to defend or, at its option, to settle, any action brought against Customer to the extent it is based on a claim that the Services directly infringe any United States patent, copyright or trademark of a third party, and Digital Ally will indemnify and hold Customer harmless from and against any losses, damages, and expenses (including reasonable attorneys' fees) that are attributable to such action and are assessed against Customer in a final judgment. Digital Ally shall have the foregoing obligation to Customer only if Customer provides Digital Ally with a promptly delivered written request for indemnification and defense in such action and provides all available assistance and authority reasonably necessary for Digital Ally to defend such action. Digital Ally in such defense and indemnification will have sole control and authority over the defense and settlement thereof; and Digital Ally shall not be responsible to, and shall not compensate Customer for, any attorneys' fees or other expenses or costs incurred before Customer requests indemnification and defense. If any Services becomes, or in Digital Ally's opinion are likely to become, the subject of an infringement claim or action, Digital Ally may, at its option and in its sole discretion either procure, at no cost to Customer, the right for Customer to continue using the Services, or replace or modify the Services to render them non-infringing, provided there is no material loss of functionality. If in Digital Ally's reasonable opinion, the aforementioned options are not commercially viable options, Digital Ally may in its sole discretion terminate any of the Services or the Agreement. The preceding remedy provision states Digital Ally's sole obligation and your exclusive remedy in the event any claim or action for infringement is commenced or is likely to be commenced. This indemnification obligation will not apply to (i) any action caused by the use of the Services not in accordance with the terms of this Agreement; (ii) modifications to the Services by a person or entity other than Digital Ally or its third-party licensors; (iii) where the Services are combined with processes or materials not supplied under this Agreement by Digital Ally, or (iv) where Customer continues an allegedly infringing activity after being notified thereof.

7.02 Indemnification By Customer. Except for claims covered by Digital Ally's indemnification obligation in Section 7.01, Customer agrees to defend, indemnify and hold Digital Ally and its officers, directors, shareholders, employees, suppliers and resellers, its agents, licensees, licensors, and subcontractors ("**Indemnified Party(ies)**") harmless from and against all losses, damages and expenses, including reasonable attorneys' fees, in connection with any claims against the Indemnified Parties in any way arising out of or related to: (i) Customer's negligent or willful acts or omissions in using the Services; (ii) a violation by Customer of this Agreement, including engaging in any prohibited conduct hereunder; or (iii) any claim that Customer or its Authorized Users used the Services improperly, illegally, or for unauthorized or illegal monitoring. Customer will have the foregoing indemnification

obligation only if an Indemnified Party provides Customer with a promptly delivered written request for indemnification and defense in such action and provides all available assistance and authority reasonably necessary for Customer to defend such action.

## 8. LIMITATION OF LIABILITY

**UNDER NO CIRCUMSTANCES SHALL DIGITAL ALLY OR ITS AGENTS, SUBCONTRACTORS, LICENSEES, SUPPLIERS, LICENSORS OR RE-SELLERS BE LIABLE FOR ANY OF THE FOLLOWING: (I) THIRD PARTY CLAIMS OTHER THAN THOSE IDENTIFIED IN SECTION 7.01; (II) LOSS OF, OR DAMAGE TO, ANY RECORDS OR CUSTOMER INFORMATION; (III) DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, RELIANCE, OR COVER DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, AND LOSS OF GOODWILL, USE, AND DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (IV) ACTIONS OR CONDUCT OF CUSTOMER OR ITS AUTHORIZED USERS; (V) THE LOSS OF SIGNALS FROM ANY GPS SATELLITE, THE LOSS OF SIGNALS FROM ANY MOBILE NETWORK CELL OR PROVIDER, THE LOSS OF TELEPHONE SYSTEM SIGNALS, THE LOSS OF INTERNET CONNECTIVITY, THE LOSS OF OR FAILURE OF THE CLOUD STORAGE SYSTEM, THE INABILITY OF CUSTOMER TO USE THE SERVICES FOR ANY REASON (INCLUDING DISCONTINUATION OF THE SERVICES, DISCONTINUATION OF CUSTOMER'S ACCESS TO THE SERVICES, AND SERVICE INTERRUPTIONS OF ANY SORT); (VI) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE, ANY OF CUSTOMER'S CONTENT OR OTHER DATA, INCLUDING CUSTOMER INFORMATION; OR (VII) ANY OTHER FACTORS OUTSIDE THE CONTROL OF DIGITAL ALLY. IN NO EVENT WILL DIGITAL ALLY OR ITS AGENTS, SUBCONTRACTORS, LICENSEES, SUPPLIERS OR LICENSORS OR RE-SELLERS, TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, AND OTHER CONTRACT OR TORT CLAIMS), EXCEED THE FEES PAID BY CUSTOMER TO DIGITAL ALLY FOR THE CLOUD STORAGE PLAN AND OPTIONS UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE DAMAGES.**

## 9. CONFIDENTIALITY

Each party agrees to use commercially reasonable efforts to maintain the other party's Confidential Information in confidence and shall not use or disclose any portion of the other party's Confidential Information to third parties, except as expressly authorized by this Agreement or as reasonably necessary to perform this Agreement.

## 10. TERM AND TERMINATION

10.01 Term and Cancellation; Automatic Renewal. The term of this Agreement ("**Original Term**") shall commence on the Effective Date and shall continue during the length of the Cloud Storage Plan selected by Customer, unless earlier terminated pursuant to this Agreement. **THE CLOUD STORAGE PLAN YOU SELECT, AND THIS AGREEMENT, WILL AUTOMATICALLY RENEW AND WILL CONTINUE FOR THE SAME TERM OF YEARS AS THE EXPIRING CLOUD STORAGE PLAN (EACH AUTOMATIC RENEWAL, A "RENEWAL TERM"), UNLESS TERMINATED BY EITHER PARTY IN ACCORDANCE WITH THIS AGREEMENT. UPON AUTOMATIC RENEWAL, THE THEN CURRENT FEES AND PROVISIONS OF THIS AGREEMENT SHALL APPLY AND YOU AUTHORIZE US WITHOUT NOTICE TO COLLECT THE THEN APPLICABLE FEE AND TAXES FOR THE RENEWAL TERM, USING ANY CREDIT CARD WE HAVE ON RECORD FOR YOU.** If your credit card expires or you have arranged another method of payment that has not been made in advance of the renewal date, your subscription or Services plan (including the Cloud Storage Plan) will not automatically be terminated. You will remain responsible for payment of all charges for the Renewal Term. As used in this Agreement, "**Term**" shall include the Original Term and all Renewal Terms.

10.02 Cancellation Of Automatic Renewal. Either party may cancel this Agreement by giving written notice to the other party sixty (60) days prior to the end of a Term, and this Agreement and the Services will terminate at the end of that Term.

10.03 Suspension of Services. If you have not paid all applicable fees for the Services in accordance with this Agreement, or the Units in accordance with the terms of a Digital Ally invoice, Digital Ally may provide you with written notice of such breach. If you do not make all outstanding payments then due within fifteen (15) days of such notice, Digital Ally may suspend your (including your Authorized Users') access to your Website Account and to the Services, until all fees are paid in full. If you are in breach of any other provision of this Agreement, Digital Ally may, in its sole discretion, immediately temporarily suspend your access to, and use of, the Website and Services (including use by your Authorized Users) until, in Digital Ally's sole discretion, the breach or the threat to the security or functionality of the Services or the Website are cured, and upon such cure, Digital Ally will use reasonable efforts to re-establish the affected Services promptly. The exercise of Digital Ally's rights under this Section 10.03 shall not be



deemed to waive Digital Ally's right to terminate this Agreement based upon any such breaches, and Digital Ally may further exercise all of its additional legal and equitable rights, including but not limited to its rights under Section 10.04 of this Agreement.

10.04 **Immediate Termination By Digital Ally.** If Digital Ally learns: (i) that the Services or Units are being used by anyone without authorization; (ii) that the Services or Units are being used for any unauthorized purpose; (iii) if Customer breaches its obligation to protect Digital Ally's Confidential Information; (iv) if Customer engages in an act prohibited under this Agreement or violates a provision of this Agreement; or (v) if use of the Services or Units violates applicable law, Digital Ally may immediately and without notice of any kind, at its option and in its sole discretion, immediately terminate this Agreement, and may exercise all of its additional legal and equitable rights.

10.05 **Termination for Cause.** Subject to Digital Ally's rights under Section 10.03 and Section 10.04, this Agreement may be terminated: (i) by either party on thirty (30) days written notice to the other party following a material breach of the Agreement if the other party fails to cure such breach with reasonable promptness in light of all surrounding circumstances; or (ii) by either party by written notice if the other party becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or reorganization, or pursues any other remedy under any other law relating to relief for debtors, or in the event a trustee or receiver is appointed for the other party's property or business.

10.06 **Termination for Convenience.** Digital Ally, by written notice, may terminate this Agreement any time, in whole or in part, without cause and/or for its convenience, and such termination shall not constitute a default. In such event, Digital Ally shall be entitled to payment for the Services rendered to Customer up to the time of said termination, and Digital Ally shall return to Customer any advance payments made by it for the Services that will not be provided by Digital Ally under this Agreement going forward. Customer may terminate this Agreement any time, in whole or in part, without cause and/or for its convenience, and such termination shall not constitute a default, so long as Customer makes complete payment under this Agreement for the Services, including for the Term of its then current Cloud Storage Plan and Options and also fulfills its surviving obligations hereunder, including those in Sections 10.07 and 10.08.

10.07 **Return of Digital Ally Assets.** Upon termination of this Agreement, Customer shall immediately cease use of the License and the Services, and at its expense, return to Digital Ally all Confidential Information (including all copies thereof) then in Customer's possession or custody or control, and certify in writing as to such action.

10.08 **Survival.** Termination or expiration of this Agreement shall not relieve either party of obligations that by their nature or term survive termination or expiration; such as, by way of example and without limitation, the obligation to make all payments that have or will become due under this Agreement, and the confidentiality obligations in Section 9 of this Agreement.

## 11. DEFINITIONS

11.01 **"Cloud Storage"** means data storage where the digital data is stored in logical pools, the physical storage spans across multiple servers (and often locations), and the physical environment is typically owned and managed by a hosting company.

11.02 **"Confidential Information"** means non-public information that a party to this Agreement provides and reasonably considers to be of a confidential, proprietary or trade secret nature, including trade secrets, know how, inventions, techniques, research, designs, methods, compilations, processes, plans, programs, procedures, schematics, software source documents, data, customer lists, customer and supplier information, financial statements, projections and other financial information, and engineering, sales and marketing plans, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing. Confidential Information shall not include Non-Confidential Information as defined below.

11.03 **"Internet"** means the global computer network comprised of interconnected networks using standard protocols including TCP/IP.

11.04 **"Non-Confidential Information"** means information which: (i) is, as of the time of its disclosure or thereafter becomes part of the public domain through no fault of the receiving party; (ii) can be demonstrated by credible evidence: (a) as rightfully known to the receiving party prior to the time of its disclosure, or (b) to have been independently developed by the receiving party; (iii) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or, (iv) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving party has provided prompt written notice and assistance to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other appropriate remedy to protect against disclosure.

11.05 **"Server"** means the Cloud server or servers as designated by Digital Ally from time to time through which Digital Ally provides the FleetVu-Manager Services in accordance with this Agreement.

## 12. MESSAGING

The Website may permit you to contribute and receive messages and to exchange communications with others ("Messaging Utility"); however, Digital Ally is not required to host, display, or distribute any user submissions on or through the Messaging Utility on the Website, and Digital Ally may remove communications at any time or refuse any user submissions for any reason. When using the Messaging Utility, you agree that in contributing any message, you will follow all applicable laws and all the Website rules contained in this Agreement. You understand and agree that all user submissions are considered non-confidential and non-proprietary. You understand and agree that you are solely responsible for any user submission that you submit, or any user submission that you receive, on the Messaging Utility.

By using the Messaging Utility, and in making a user submission, you grant to Digital Ally an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, license to (a) use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your user submission (or any modification thereto), in whole or in part, in any format or medium now known or later developed and (b) use (and permit others to use) your user submission in any manner and for any purpose (including, without limitation, commercial purposes) that Digital Ally deems appropriate in its sole discretion (including, without limitation, to incorporate your user submission or any modification thereto, in whole or in part, into any technology, product, or service). Digital Ally is free to disclose your user submission to any third party absent any obligation of confidence on the part of the recipient, and once submitted, Digital Ally does not guarantee that you will have any recourse through Digital Ally, the Messaging Utility, the Website or any third party, to edit or delete any user submission you have submitted.

**DIGITAL ALLY DOES NOT CONTROL OR ENDORSE THE CONTENT, MESSAGES, OR INFORMATION FOUND IN ANY USER SUBMISSION AND, THEREFORE, DIGITAL ALLY SPECIFICALLY DISCLAIMS ALL LIABILITY WITH REGARD TO THE MESSAGING UTILITY AND ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE MESSAGING UTILITY.** User submissions should not be regarded as expressing the views of Digital Ally. Materials uploaded to the Messaging Utility may be subject to limitations, including limitations pertaining to usage, reproduction and/or dissemination, all of which you agree to observe in using the Messaging Utility.

Digital Ally has the right, in its sole discretion, to review the user submissions submitted to the Messaging Utility and to edit, reject, modify, and remove in whole or in part any user submission. Digital Ally at all times retains the right to terminate your access to the Messaging Utility, or a part thereof, without notice, for any reason whatsoever. Digital Ally, in its sole discretion, may at any time disclose any information to satisfy any applicable law, regulation, legal process, or governmental request.

## 13. GENERAL

**13.01 Amendment. WE MAY AMEND, CHANGE, OR MODIFY THIS AGREEMENT AT ANY TIME IN OUR SOLE DISCRETION BY POSTING THE REVISED TERMS ON THE WEBSITE OR BY OTHERWISE DELIVERING NOTICE TO YOU, BUT ANY INCREASE IN FEES WILL NOT AFFECT THE COST OF YOUR CLOUD STORAGE PLAN DURING THE TERM. YOU AGREE THAT YOU WILL REGULARLY CHECK THE WEBSITE FOR CHANGES TO THIS AGREEMENT. YOUR CONTINUED USE OF THE SERVICES AFTER ANY AMENDMENT EVIDENCES YOUR AGREEMENT TO BE BOUND BY THE TERMS OF EACH AMENDMENT.**

**13.02 Notices.** All notices, requests, demand or other communications shall be given in writing and shall be effective when received, which receipt shall be established as follows: (i) on the date of delivery when delivered personally or by a courier service (as conclusively evidenced by a report from such service); (ii) on the date actually delivered if deposited in U.S. certified mail, return receipt requested; or (iii) on the date of telecopy if successfully telecopied (as conclusively evidenced by a transmission report from the sender's telecopy machine indicating error-free transmission), to the parties at the addresses set forth above, unless a party requests in writing that another address or facsimile number be used for notice purposes.

**13.03 Assignment and Delegation.** You may not assign, transfer, or sell any of your rights, or delegate any of your responsibilities under this Agreement without Digital Ally's prior written consent. All assignments of rights by Customer are prohibited by this Section 13.03, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. Digital Ally may assign this Agreement, and any or all of its rights, interests, or obligations hereunder, to its affiliates, its successors in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of its merger, consolidation, change in control, corporate reorganization, or similar transaction (each, a "Permitted Assign" and collectively, "Permitted Assigns"), provided, however, that any Permitted Assigns shall assume all obligations of Digital Ally under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section 13.03 is void. Subject to the preceding provisions, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

**13.04 Governing Law; Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its choice of law principles. Any action arising from or relating to this Agreement must be brought in the

District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

13.05 Waiver, Remedies, and Severability. If any provision of this Agreement is deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect if the essential provisions of this Agreement for each party remain valid, legal and enforceable. The waiver of any breach, right, or election of any remedy in one instance, by either party, shall not affect, nor constitute a waiver of, any breach, rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.

13.06 Compliance with Laws. Customer and Digital Ally shall comply with all applicable federal, state, and local laws and regulations.

13.07 Force Majeure. Neither party shall be liable for any delay in performance or failure to perform, in whole or in part when due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot civil commotion, act of public enemy, accident, fire, flood, or other act of God, act of any governmental authority, judicial action, or similar causes beyond the reasonable control of that party. If an event of force majeure occurs, the party so affected shall promptly notify the other party.

13.08 Independent Contractor. Customer and Digital Ally are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties.

13.09 Signatures. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart. A signature provided by facsimile transmission shall constitute a valid signature for the purpose of this Agreement.

13.10 Interpretation. Any pronoun used in this Agreement shall include the corresponding masculine, feminine and neutered forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereto," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires. The references to Exhibits, Sections, Subsections, or Articles are references to the Exhibits, Sections, Subsections or Articles of this Agreement, unless the context otherwise requires. This Agreement shall be deemed to be drafted equally by both Parties and shall not be subject to any rule requiring that it be construed against any drafter.

13.11 Captions and Section Heading and Section Numbers. The captions, section headings, and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement.

13.12 Survival of Obligations. The obligations of the parties hereunder, which by their terms might apply after the completion or termination of this Agreement shall survive such completion or termination.

13.13 Electronic Information. You are capable of printing or storing a copy of any electronic records of transactions into which you enter including, without limitation, any amendments to this Agreement; and, you agree to receive electronically information about the Services and other electronic records from Digital Ally that are necessary and appropriate to this Agreement. If you wish to withdraw this consent, please contact us at the customer service number set forth on the Website, in which case Digital Ally shall have the right to terminate your use of the Services

13.14 Authority. You represent to us that you are lawfully able to enter into contracts, including that you are not a minor. If you are entering into this Agreement for an entity, including the law enforcement agency you represent, you represent to us that you have legal authority to bind that entity.

13.15 Waiver of Jury Trial. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

13.16 Entire Agreement. This Agreement, along with the exhibits and policies referenced herein, constitutes the entire agreement between the Parties concerning the subject matter hereof, superseding all previous agreements, proposals, representations, or understandings, whether oral or written.

## **DIGITAL ALLY WEBSITE TERMS OF USE**

### **ACCEPTANCE OF WEBSITE TERMS**

Access to this digitalallyinc.com website ("Website"), and the content, downloads, functionality, products and services offered on or through the Website to you by Digital Ally, Inc. ("Digital Ally"), are governed by the following Digital Ally Website Terms of Use agreement ("Agreement") which terms Digital Ally reserves the right to change, add, remove, update and/or amend at any time without notice to you. The current version of the Agreement will be displayed on the Website and will set forth the terms and conditions of your use of the Website. Please review the Agreement in its entirety to understand your rights and responsibilities when using the Website.

**YOUR USE OF THE WEBSITE INDICATES YOUR ACCEPTANCE OF THE TERMS OF THE AGREEMENT AND YOUR WILLINGNESS TO BE BOUND BY THE AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THE TERMS OF THE AGREEMENT, YOU MAY NOT USE THE WEBSITE OR THE CONTENT AND SERVICES PROVIDED ON THE WEBSITE AND YOU SHOULD CEASE THE USE OF THE WEBSITE WITHOUT DELAY.**

You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this Agreement and agree to these Digital Ally Website Terms Of Use. If you are entering into this Agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to these Digital Ally Website Terms Of Use on the entity's behalf.

You are responsible for ensuring that all persons who access the Website through your internet connection are aware of the Agreement and that they comply with them.

This Website is intended for use by individuals 18 years or older. If you are under 18 years old, you are not permitted to use the Website.

### **THE WEBSITE CONTENT**

The content, downloads, functionality, products and services offered on or through the Website ("Website Content") are provided to you by Digital Ally and the service providers selected by Digital Ally. Access to the Website is permitted on an "As Is" and "As Available" basis, and Digital Ally reserves the right, without notice, to withdraw or change any products and / or services it provides through the Website in its sole discretion. Digital Ally will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period of time. Digital Ally may periodically or permanently restrict access to the Website or parts of the Website.

### **PRIVACY AND PROTECTION OF PERSONAL INFORMATION**

Any account, registration or other information you provide to Digital Ally to access the Website Content is subject to the Digital Ally Privacy Statement which governs how your information is collected and used. For more information relating to how Digital Ally protects your privacy and personal information, please review the Digital Ally Privacy Policy posted on the Website.

### **WEBSITE SOFTWARE; ADDITIONAL TERMS AND CONDITIONS**

The software provided to you for download on the Website in conjunction with the Website Content ("Software") is the copyrighted work of Digital Ally and/or its suppliers, and use of the Software and the Website is governed by this Agreement and all other written terms and conditions that apply to goods and services you purchase or lease from Digital Ally, as well as to specified services, functions, and offerings provided on, or through, the Website ("Additional Terms and Conditions"). All such Additional Terms and Conditions are made a part of this Agreement by this reference, and you agree to abide by all such Additional Terms and Conditions as part of your agreement to abide by the terms of this Agreement. In the event of any conflict between this Agreement and any provision(s) of any Additional Terms and Conditions applicable to a specific portion of the Website, or to the purchase, license, or lease of goods and

services from Digital Ally, the latter terms shall govern, and this Agreement shall not be construed to alter such Additional Terms and Conditions.

You are not authorized to install any Software, unless you first agree to the terms of this Agreement, and to any Additional Terms and Conditions applicable to such Software. Any use, reproduction, or redistribution of the Software not in accordance with this Agreement is expressly prohibited.

## MATERIALS POSTED ON THIS WEBSITE

All information and materials on the Website, including, but not limited to, software, reports, graphics, text, logos, documents, and datasheets (collectively "Digital Ally Materials") that are made available as part of the Website Content are the copyrighted work of Digital Ally or its suppliers. Your use of the Digital Ally Materials are governed by this Agreement. Digital Ally reserves all other rights to the Digital Ally Materials not expressly granted to you under this Agreement.

## IMPERMISSIBLE ACTIONS

The Digital Ally Materials and Website composition are protected by copyright, trade dress, trademark, unfair competition, and other laws, and may not be copied or imitated in whole or in part. You may not remove, modify or tamper with any copyright notices on the Digital Ally Materials; distribute the Digital Ally Materials in any manner to third parties unless expressly authorized by this Agreement; or modify the Digital Ally Materials without the express written authority of Digital Ally. As a condition of your use of the Website, the Website may not be used for any unlawful purpose or in a manner prohibited by this Agreement. Without limitation, when using the Website, you agree that you will not do, attempt to do, or encourage or assist anyone else in doing, the following:

Violate any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S., EU or other countries);

Decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website or any products or services offered through the Website;

Probe, scan or test the vulnerability of any system or network or breach or impair or circumvent any security or authentication measures protecting the Website or features that prevent or restrict use or copying of any Website content;

Upload, stream, send, receive, email or otherwise transmit any content in violation of this Agreement;

Upload, stream, send, receive, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation, as well as viruses, trojan horses, worms, logic bombs or other computer code that may interrupt, destroy, limit the functionality of the Website or interfere with the access of any user to the Website;

Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, vulgar, pornographic, hateful, abusive, harassing or unlawful material or information;

Use any meta tags or other hidden text or metadata utilizing name, trademark, URL or product name incorporating the names trademarked by Digital Ally, or any similar name designed to create confusion with Digital Ally's trademarked names, including without limitation all Digital Ally's trademarked names referenced on the Website; .

Impersonate or attempt to impersonate any other person or entity including without limitation Digital Ally or any of its employees;

Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm Digital Ally or users of the Website or expose them to liability;

Collect or store personal data about others without their express permission;

Gain unauthorized access to, interfere with, damage, overburden or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; or attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or otherwise attempt to interfere with the proper working of the Website,

Use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website, or in any way reproduce or circumvent the navigational structure or presentation of the Website; or

Obtain, or seek to obtain, any information or data through any means not intentionally made available through the Website.

Digital Ally may be entitled to assert a legal action against you, if you fail to observe these rules. If Digital Ally brings any legal action against you as a result of your violation of this Agreement, you agree as follows: (i) Digital Ally shall not be liable to you or to any third party for termination of your access to the Website as a result of any violation by you of this Agreement; and (ii) you agree to pay all of Digital Ally's reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Digital Ally at law or in equity.

Digital Ally reserves the right to terminate your access to the Website in its sole discretion for reasons which include, without limitation, upon your request, upon the request of law enforcement, the courts, or other governmental agencies, for our business reasons, for technical difficulties, and/or if Digital Ally discontinues or modifies the Website or the Website Content.

#### DISCLAIMERS; LIMITATION ON LIABILITY

THE WEBSITE AND ALL INFORMATION, CONTENT, AND SERVICES PROVIDED ON AND THROUGH THE WEBSITE ARE PROVIDED BY DIGITAL ALLY AND ITS SUPPLIERS ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTY OF ANY KIND. ALL RISKS AS TO THE QUALITY, PERFORMANCE, ACCURACY, AND SUITABILITY OF THE WEBSITE, AND ALL THE INFORMATION, CONTENT, AND SERVICES PROVIDED ON THE WEBSITE, REMAIN WITH YOU. DIGITAL ALLY AND ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND AND CONDITIONS WITH REGARD TO THE WEBSITE, ALL SERVICES, CONTENT AND INFORMATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ACCURACY.

IN NO EVENT SHALL DIGITAL ALLY AND ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OF, OR PERFORMANCE OF, ALL INFORMATION, CONTENT, AND SERVICES AVAILABLE FROM THE WEBSITE, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER THEORY OF LIABILITY, AND EVEN IF DIGITAL ALLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE DIGITAL ALLY MATERIALS PUBLISHED ON THE WEBSITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. MODIFICATIONS ARE PERIODICALLY MADE TO THE INFORMATION, CONTENT, AND SERVICES PROVIDED ON THE WEBSITE. DIGITAL ALLY AND ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE WEBSITE, THE INFORMATION, CONTENT, SERVICES, AND/OR THE DIGITAL ALLY MATERIALS OFFERED ON THE WEBSITE AT ANY TIME.

The disclaimers and limitations of liability provided herein shall apply to the fullest extent permitted by applicable law. To the extent that Digital Ally and its suppliers may not, as a matter of applicable law, disclaim any implied warranty or limit their liabilities, the scope and duration of such warranty and the extent of Digital Ally and its suppliers' liability, shall be the minimum permitted under such applicable law.

#### PASSWORDS AND SECURITY

Full access to the services and downloads provided through the Website will require you to establish a user account. When registering for your user account, you will be asked to provide Digital Ally with a user name and password, as well as the additional information requested to complete the registration. You agree that all the information you provide in connection with your use of the Website will be accurate and complete. By using the Website, you agree to be responsible for maintaining the confidentiality of your password and any other non-public account information you provide. Furthermore, you assume responsibility for the use of, and actions occurring in and through, your account. You agree to notify Digital Ally immediately of any unauthorized use of your account or a breach of security of the account, password, and Website. Digital Ally will not be liable for any loss that you may incur as a result of someone else using your user name, password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Digital Ally or another party due to someone else using your user name, password or account. You may not use anyone else's account at any time without the permission of the account holder.

## INTELLECTUAL PROPERTY

All content and services on the Website, including, but not limited to, trademarks and logos, designs, text, graphics, sounds, images, software, the Digital Ally Materials, and other website materials are the intellectual property of Digital Ally, its licensors, or other vendors. These materials are protected by United States and foreign intellectual property laws. Except as stated herein, none of the materials may be copied, reproduced, or distributed in any form without the prior written permission of Digital Ally. Any rights to Digital Ally's intellectual property not granted by Digital Ally under this Agreement are hereby reserved exclusively for Digital Ally.

## CUSTOMER INFORMATION

Digital Ally does not claim ownership of any materials you provide to Digital Ally ("Customer Information"). However, by posting, uploading, inputting, providing or submitting your Customer Information, you are granting Digital Ally and its sublicensees permission and the license rights for Digital Ally to use your Customer Information in connection with the operation of all services Digital Ally offers to you through the Website; for Digital Ally to provide you with customer and technical support; and, for other business-related purposes, including, without limitation, to distribute, transmit, display, reproduce, edit, translate and reformat your Customer Information at your request.

## FEEDBACK

You understand that by submitting your feedback, including without limitation, all suggestions, ideas, and information of any kind, whether submitted orally, electronically, in writing or in the form of a physical object ("Feedback") , to Digital Ally, you are warranting and representing that you are the owner of all right, title and interest in the Feedback, you are at least 18 years old, and that Digital Ally is not obligated to keep the Feedback confidential. You further agree that any Feedback you supply to Digital Ally may be used by Digital Ally in its sole discretion for any purpose whatsoever, and that Digital Ally may freely use and commercialize the Feedback without any compensation to you. All Feedback submitted on the Website is owned by Digital Ally, and to the extent such rights may not be assigned in this manner, you hereby grant to Digital Ally an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, unrestricted license to use, distribute, make, exploit, practice, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display, and authorize others to do so, all or any portion the Feedback, without compensation or obligation to you. You further warrant and agree Digital Ally's ownership and license rights in and to the Feedback survive this Agreement.

## LINKS TO THIRD PARTY SITES FROM THE WEBSITE

The Website may contain links to third party websites that are external to the Website. These links are provided for your convenience only. Digital Ally has no control over the contents of those sites or resources, and accepts no responsibility for their content or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so at your own risk. Digital Ally does not endorse or make any representations concerning third party websites, or the information, products and services offered on those third party websites. The third party websites are subject to their own terms of use and conditions. Digital Ally may in its sole discretion disable links to any third-party website posted on the Website.

## MISCELLANEOUS

**Indemnification.** You agree to defend, indemnify and hold harmless Digital Ally, its affiliates and licensors and their respective officers, directors, managers, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of this Agreement or your use of the Website other than as expressly authorized in the Agreement.

**Governing Law and Jurisdiction.** This Agreement and any dispute or claim arising out of, or related to, it, its subject matter, or its formation, shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its choice of law principles. Any action arising from or relating to this Agreement must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts. However, Digital Ally retains the right to bring any suit, action or proceeding against you for breach of this Agreement in your country of residence or any other relevant country.

**Waiver and Severability.** No waiver of this Agreement by Digital Ally shall be deemed a further or continuing waiver of such or any other term or condition, and any failure of Digital Ally to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent, so that the remaining provisions of this Agreement will continue in full force and effect. This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties.

**Entire Agreement.** This Agreement, the Digital Ally Privacy Policy, and any applicable Additional Terms and Conditions, constitute the entire agreement between you and Digital Ally with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Privacy Policy	(Updated February 2016)
License Agreement	(Updated September 2017)
Terms of Use	(Updated February 2016)