



**Intrensic Software-Storage Agreement for the
*Beaumont Police Department***

**This Purchase Agreement has been Prepared for:
*Beaumont Police Department***

**Chief Sean Thuilliez
Lieutenant Greg Fagan**

By: Matthew J. Dugas
Date: 7, June, 2022



INTRENSIC LICENSE AND HARDWARE PURCHASE AGREEMENT

THIS INTRENSIC LICENSE AND HARDWARE PURCHASE AGREEMENT (“Agreement”) is entered this 7th day of **June 2022** (the “**Effective Date**”) between **INTRENSIC, LLC (“Intinsic”, “we”, “us”, or “our”)** and the **Beaumont Police Department** the entity you represent (“**Customer**” or “**you**”).

1. HARDWARE PURCHASE.

1.1 Purchase of Hardware. During the Term (as defined herein), Intinsic may provide to Customer a camera and related documentation, accessories, parts, and upgrades (“**Hardware**”). Hardware shall be provided to you only upon execution by you of a purchase order in the form attached hereto as **Exhibit A (“Agency Purchase Order”)**. The terms set forth on such Purchase Order shall apply to the purchase of any Hardware by Customer. Notwithstanding the foregoing, in the event of a conflict between any term of this Agreement and any term set forth on a Purchase Order, the term of this Agreement shall be deemed controlling.


1.2 Price Terms. Hardware prices shall be specified by Intinsic in its then current price list, which is attached hereto as **Exhibit B (“Hardware, Intinsic Proposal and Pricing”)**. Each Purchase Order issued to Intinsic shall set for the Hardware being purchased by you, along with the current price for such Hardware as published in the Hardware Price List. All shipping and freight charges with respect to the Hardware shall be itemized by Intinsic on the Hardware Price List.

1.3 Shipping; Delivery; Title. Unless otherwise stated on a Purchase Order or as notified by Intinsic, all Hardware ordered by you will be shipped within Two-Three weeks of acceptance of the Purchase Order. Unless otherwise expressly stated on the Purchase Order, delivery shall be included.

2. ACCESS AND USE RIGHTS.

2.1 Orders. Customer will receive access to the Windows-based Intinsic™ video capture and storage solution, which is designed to allow you to retain the security of Customer’s video and photographic evidence captured with the Hardware, or any other software or other solution offered by Intinsic from time to time (“**Intinsic Offering**”). The Intinsic Offering that will be made available to Customer will be set forth in a subscription order form executed by the parties in the form attached hereto as **Exhibit C (“Subscription Order Form”)**. Each Subscription Order Form is incorporated into this Agreement. In the event of a conflict between any term of this Agreement and any term set forth on a Subscription Order Form, the term of this Agreement shall be deemed controlling.

2.2 Provision of Access. Subject to the terms and conditions contained in this Agreement, including the Subscription Order Form, Intinsic hereby grants to Customer and any individual who is an employee of Customer, authorized, by virtue of such individual’s relationship to, or permissions from, Customer, to access the Intinsic Offering pursuant to Customer’s rights under this Agreement (each, an “**Authorized User**”), a non-exclusive, revocable, non-transferable, non-sublicenseable right to access the features and functions of the Intinsic Offering during the Subscription Term, and in accordance with the Documentation and Policies as provided by Intinsic. On or as soon as reasonably practicable after the effective date of the Subscription Order Form, Intinsic shall provide to Customer and any Authorized Users the necessary passwords, access codes, technical specifications, and



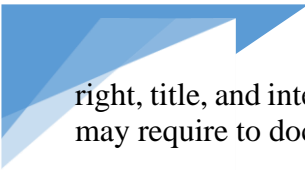
connectivity standards or protocols, to allow Customer to access the Intinsic Offering (“**Access Protocols**”). Customer may only use the Intinsic Offering in accordance with the Access Protocols.

2.3 Authorized Users. The Intinsic Offering and data storage are not subject to usage limits as specified in the Subscription Order Form. The Intinsic Offering may not be accessed by more than that the number of Authorized uploading users specified on the Subscription Order Form, and an Authorized User’s identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Intinsic Offering; provided, in no event will the active Authorized Users at any given time exceed the number of Authorized Users specified in the Subscription Order Form. Customer agrees to comply with the terms of this Agreement and all laws, rules, regulations, and policies applicable to Customer’s use of the Intinsic Offering. Customer will be responsible for all actions or omissions of its Authorized Users. If Customer becomes aware of any violation of this Agreement by an Authorized User, Customer will immediately terminate that Authorized User’s access to the Intinsic Offering.

2.4 Usage Restrictions. Neither Customer nor any Authorized User may use the Intinsic Offering in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any Authorized User may, or attempt to: (a) permit any third party to access the Intinsic Offering except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Intinsic Offering; (c) reverse engineer, disassemble, or decompile the Intinsic Offering or apply any other process or procedure to derive the source code of any software included in the Intinsic Offering, or allow any others to do the same; (d) access or use the Intinsic Offering in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Intinsic Offering in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Intinsic Offering, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Intinsic Offering; (h) access the Intinsic Offering in order to build a competitive product or software or copy any features, functions, or graphics of the Intinsic Offering; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Intinsic Offering or any copies of the Intinsic Offering; or (j) use the Intinsic Offering to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Intinsic Offering you have used. You may only use our trademarks in accordance with the Intinsic Trademark Use Guidelines (located at www.intinsic.com).

3. OWNERSHIP AND IP RIGHTS.

3.1 IP Rights. Subject to the rights granted in this Agreement, Intinsic and its licensors own and reserve all right, title, and interest in and to the Intinsic Offering, including all intellectual property rights therein. If Customer or any Authorized Users provide any suggestions to us for enhancements or improvements, Intinsic will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if Customer and its Authorized Users have designated the suggestions as confidential. Customer irrevocably assign to Intinsic all



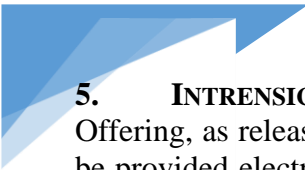
right, title, and interest in and to the suggestions and agree to provide Intrensic any assistance Intrensic may require to document, perfect, and maintain our rights in the suggestions.

3.2 Customer controls and owns all right, title, and interest in and to any and all content, including videos, uploaded to or through the Intrensic Offering (“*Customer Content*”), and Intrensic obtain no rights to Customer Content, except as necessary to provide the Intrensic Offering to Customer. Customer is solely responsible for the uploading, sharing, withdrawal, management and deletion of Customer Content in connection with the Intrensic Offering. Customer consents to Intrensic’s limited access to Customer Content solely for the purpose of providing and supporting the Intrensic Offering to Customer and its Authorized Users. Customer represents that Customer owns all Customer Content; and that neither the Customer Content, nor Customer’s or any Authorized User’s use of Customer Content in connection with the Intrensic Offering, will violate the terms of this Agreement or any applicable laws, rules, regulations and policies.

4. DATA SECURITY.

4.1 Customer Responsibilities. Customer is responsible for maintaining the security of Customer’s and its Authorized Users’ usernames and passwords and taking steps to maintain appropriate security and access by Authorized Users to Customer Content. Log-in credentials are for Customer’s internal use only and Customer may not sell, transfer, or sublicense them to any other entity or person. Customer agrees to be responsible for all activities undertaken by Customer, its employees, contractors or agents, and Authorized Users which result in unauthorized access to Customer’s account or Customer Content. Audit log tracking for the video data is an automatic feature of the Intrensic Offering which provides details as to who accesses the video data and may be downloaded by Customer at any time. Customer will contact Intrensic immediately if Customer believes an unauthorized third party may be using Customer’s account or Customer Content or if Customer’s account information is lost or stolen. Further, Customer and its Authorized Users shall be responsible for all changes to and/or deletions of the Customer Content. Customer shall have the ability to export Customer Content out of the Intrensic Offering and is encouraged to make its own back-ups of the Customer Content. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Content. Customer acknowledges and agrees that, except as otherwise agreed between the parties or in a separate written agreement, Intrensic will have no obligation to back up Customer Content, nor will Intrensic have any liability for any loss or corruption of Customer Content, nor will Intrensic have any obligation under this Agreement to retain any Customer Content after the expiration or termination of the Agreement.

4.2 Intrensic Responsibilities. Notwithstanding anything contained in this Section 4, Intrensic will implement commercially reasonable and appropriate measures designed to secure Customer Content against accidental or unlawful loss, access or disclosure. Intrensic will maintain a comprehensive Information Security Program (“*ISP*”) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital media you upload, security education, risk management, and data protection.



5. INTENSIC SUPPORT. Intinsic will make available to Customer updates to the Intinsic Offering, as released by Intinsic and made generally available to its other customers. Updates may be provided electronically via the Internet. It is Customer's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. Intinsic will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). Customer is responsible for maintaining the computer equipment and Internet connections necessary for Customer's use of the Intinsic Offering.

6. DATA PRIVACY. Intinsic will not disclose Customer Content or any information about Customer except as compelled by a court or administrative body or required by any law or regulation. Intinsic will give Customer notice if any disclosure request is received for Customer Content. Customer agrees to allow Intinsic access to certain information of Customer as necessary in order to: (a) perform troubleshooting for Customer's account at Customer's request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Intinsic Offering; or (c) perform analytic and diagnostic evaluations of the systems.

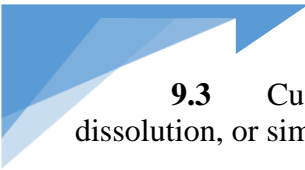
7. DATA STORAGE. Intinsic will determine the locations of the data centers in which Customer Content will be stored and accessible by your end users. For United States customers, Customer Content that is stored in the Intinsic Offering will remain within the United States including any backup data, replication sites, and disaster recovery sites. Customer consents to the transfer of Customer Content to Intinsic's third party providers for the purpose of storing Customer Content. Ownership of Customer Content remains with Customer.

8. FEES AND PAYMENT. The current purchase and pricing schedule for the Hardware and Intinsic Offering are set forth in the attached *Exhibit B*. Additional Authorized Users may be added during the Subscription Term at the pricing in effect at the time of purchase of such additional Authorized Users, prorated for the duration of the Subscription Term. You are responsible for paying all subscription fees and applicable taxes and duties for Intinsic Offering. Unless otherwise specified on a Subscription Order Form, all fees for Intinsic Offering are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. Intinsic reserves the right to charge additional fees for you exceeding your purchased storage amounts or for Intinsic's assistance in the downloading or exporting of Customer Content. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

9. SUSPENSION OF INTENSIC OFFERING. Intinsic may suspend Customer's or any Authorized User's right to access or use any portion or all of the Intinsic Offering immediately upon notice to you if we determine:

9.1 Customer's or an Authorized User's use of or registration for the Intinsic Offering (i) poses a security risk to the Intinsic Offering or any third party, (ii) may adversely impact the Intinsic Offering or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

9.2 Customer is, or any Authorized User is, in breach of this Agreement, including if Customer is delinquent on its payment obligations for more than 30 days; or



9.3 Customer has become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

9.4 If Intinsic suspends Customer's right to access or use any portion or all of the Intinsic Offering, Customer remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Intinsic will not delete any Customer Content during such period of suspension, except as specified elsewhere in this Agreement.

10. TERM. The term of this Agreement shall commence on the Effective Date and continue in full force and effect for a period of **48 months** ("**Initial Term**"), unless earlier terminated in accordance with Section 11 below. As long as one (1) or more Subscription Order Forms remains in effect, this Agreement automatically renews for additional successive terms of one (1) year (each, a "**Renewal Period**") each after the completion of the Initial Term at the list prices then in effect, unless either party provides the other party with written notice of its intent not to renew, within sixty (60) days prior to the end of the then-current term. The Initial Term and any Renewal Period shall collectively be referred to as the "**Term**".

10.1 Subscription Term. The subscription term for the Intinsic Offering will begin on the effective date set forth on the applicable Subscription Order Form and will remain in effect for the subscription term agreed to in the Subscription Order Form, unless earlier terminated in accordance with Section 11 below ("**Subscription Term**").

11. TERMINATION FOR CAUSE.

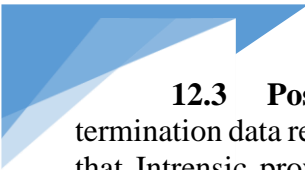
11.1 By Either Party. Either party may terminate this Agreement for material breach or default by the other party, which has not been cured within 30 days of receipt of written notice of such material breach or default.

11.2 Effect of Termination. Upon any termination of this Agreement: (a) all of Customer's rights under this Agreement immediately terminate; (b) Customer remains responsible for all fees and charges incurred through the date of termination; and (c) Sections 3, 8, 11-12, 14-19 will continue to apply in accordance with their terms.

12. RETURN OF CUSTOMER CONTENT.

12.1 During the Term. Customer may log into Customer's account on the Intinsic Offering to retrieve and manually download Customer Content at any time during the Term.

12.2 Post-Termination Access. Intinsic will not delete any Customer Content as a result of a termination during the 90 days following termination. During this 90-day period Customer may retrieve Customer Content only if Customer has paid all amounts due (there will be no application functionality of the Intinsic Offering during this 90-day period other than the ability for Customer to retrieve Customer Content). Customer will not incur any additional fees if Customer downloads Customer Content from the Intinsic Offering during this 90-day period. Intinsic has no obligation to maintain or provide any Customer Content after the 90-day period and may thereafter, unless legally prohibited, delete all Customer Content stored in the Intinsic Offering.




12.3 Post-Termination Assistance. Intinsic will provide Customer with the same post-termination data retrieval assistance that Intinsic generally makes available to all customers. Requests that Intinsic provide additional assistance to Customer in downloading or transferring Customer Content will result in additional fees from Intinsic and we will not warranty or guarantee data integrity or readability in the external system.

13. THIRD-PARTY PRODUCTS AND SOFTWARE. No purchase of third-party products or software is required to use the Intinsic Offering other than a computer and Internet access. Any acquisition by Customer of third-party products or software and any exchange of data or Customer Content between Customer and any third-party provider, is solely between Customer and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or software. Intinsic is not responsible for examining or evaluating the content or accuracy of third-party products or software and Intinsic does not warrant and will not have any liability or responsibility for any third-party products or software, or for any other materials, products, or software of third parties.

14. REPRESENTATIONS BY YOU. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Intinsic Offering will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term; and (e) you are responsible for (i) your or any of your Authorized Users' use of the Intinsic Offering (including any activities under your account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of any Authorized Users, (iii) Customer Content or the combination of Customer Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Customer Content or by the use of Customer Content, (iv) a dispute between you and any Authorized Users, and (v) a dispute between you and any third-party over your collection or use of Customer Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this Section 14, and shall name Intinsic as an additional insured under all such policies and coverage.

15. INTENSIC WARRANTY. All Hardware is warranted for one year from the Effective Date of this Agreement in accordance with the manufacturer's warranty. We warrant that the Hardware and Intinsic Offering (a) will perform materially in accordance with the Documentation. All warranties or guarantees given or made by us with respect to the Intinsic Offering are solely for the benefit of you and Authorized Users and are not transferable and are null and void if you breach any term or condition of this Agreement.

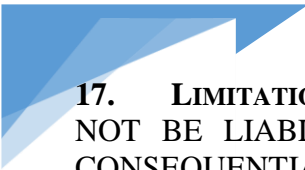
EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE HARDWARE AND INTENSIC OFFERING ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND INTENSIC AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR



OTHERWISE THAT THE HARDWARE OR INTRENSIC OFFERING WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE HARDWARE OR THE INTRENSIC OFFERING WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 15, TO THE EXTENT PROHIBITED BY APPLICABLE LAW, INTRENSIC AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DATA ACCURACY, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE INTRENSIC OFFERING IS IN ACCORDANCE WITH APPLICABLE LAW. You are solely responsible for: (a) all data uploaded to the Intrensic Offering; (b) configuring and setting up any hardware or networks that enable you to connect to the Intrensic Offering; (c) your networks and how they may interact with the Hardware, or Intrensic Offering; and (d) any security settings you establish to interact with or on the Intrensic Offering. Intrensic disclaims any warranties or responsibility for data corruption or errors with respect to data that is uploaded to the Intrensic Offering.

16. INDEMNIFICATION BY US. Intrensic will defend, indemnify, and hold Customer harmless, and each of your respective employees, deputies, directors, and representatives from and against any third-party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) actually awarded or settled in court, arising out of or relating to any: (a) the grossly negligent acts or omissions, or any willful misconduct of Intrensic, save and except for damage or injury caused solely by the negligence of Customer, its Authorized Users, or its or their agents, deputies, or employees; and (b) third-party claim alleging that the use of the Intrensic Offering as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The foregoing indemnification obligation is conditioned on Customer providing Intrensic with prompt written notice of each such claim, tendering to Intrensic the defense or settlement of each such claim at Intrensic's expense, and cooperating fully with Intrensic in the defense or settlement of each such claim. If Intrensic receives notice of an alleged infringement, or if Customer's use of the Intrensic Offering will or may be prevented by permanent injunction, Intrensic may, at its sole option and expense, procure for Customer the right to continue using the Intrensic Offering as provided in this Agreement, modify the Intrensic Offering so that it no longer infringes, replace the Intrensic Offering with other software of equal or superior functional capability, or in the case of trademark infringement, instruct you to use an alternative trademark. To the extent any of the foregoing is not commercially feasible, as reasonably determined by Intrensic, Intrensic may, at its sole option, terminate the Agreement and refund to Customer all prepaid but unused amounts for the allegedly infringing portion of the Intrensic Offering. Notwithstanding any of the foregoing, Intrensic will have no liability to or obligation to indemnify Customer or any third party to the extent any alleged infringement or claim of infringement based upon: (a) any modification of the Intrensic Offering by Customer or any third party not approved by us; (b) use of the Intrensic Offering in connection or in combination with equipment, devices, or software not approved, authorized, or recommended by us; (c) the use of Intrensic Offering other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Intrensic as part of or in connection with the Intrensic Offering.



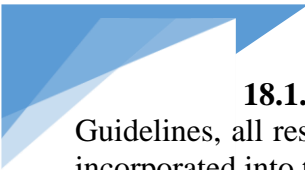
17. LIMITATIONS OF LIABILITY. INTRENSIC AND ITS AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER INTRENSIC NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, DAMAGES, OR OTHER LIABILITY ARISING FROM OR IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE INTRENSIC OFFERING, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE INTRENSIC OFFERING, (ii) INTRENSIC'S DISCONTINUATION OF ANY OR ALL OF THE INTRENSIC OFFERING, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE INTRENSIC OFFERING FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SOFTWARE; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE INTRENSIC OFFERING; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY CUSTOMER CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INTRENSIC AND ITS AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO INTRENSIC UNDER THIS AGREEMENT FOR THE INTRENSIC OFFERING THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

18. MISCELLANEOUS.

18.1 Definitions.

18.1.1 “*Documentation*” means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Intrensic Offering provided by us, as that documentation may be updated by us from time to time.

18.1.2 “*Confidential Information*” means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.



18.1.3 “Policies” means any Software Level Agreement, the Trademark Use Guidelines, all restrictions as described by Intinsic, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

18.2 Confidentiality. Any party may use the other party’s Confidential Information only as permitted under this Agreement in connection with its obligations hereunder. Except as required by applicable law or judicial order, Customer will not disclose Intinsic’s Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Customer will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Intinsic’s Confidential Information.

18.3 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties’ reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

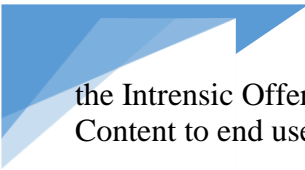
18.4 Independent Contractors. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

18.5 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

18.6 Non-discrimination and Equal Opportunity. During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

18.7 U.S. Government Rights. The Intinsic Offering is provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” with the same rights and restrictions generally applicable to the Intinsic Offering. If you are using the Intinsic Offering on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Intinsic Offering. The terms “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

18.8 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use



the Intinsic Offering, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

18.9 Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that Intinsic may assign or otherwise transfer this Agreement or any of Intinsic's rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

18.10 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

18.11 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

18.12 Governing Law; Venue. This Agreement shall be governed by the laws of the of the **Commonwealth of Virginia** without reference to its conflict of law rules. The parties agree to submit exclusively to the Federal and state courts of Virginia in the event of any action that arises under this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.13 Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable outside attorneys' fees and taxable costs.

18.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

18.14.1 To Customer. Intinsic may provide any notice to Customer under this Agreement by: (i) posting a notice on Customer's specific agency site; or (ii) sending a message to the email address(es) then associated with Customer's account. Notices Intinsic provides by posting on Customer's site will be effective upon posting and notices we provide by email will be effective when we send the email. Customer will be deemed to have received any email sent to the email address then associated with Customer's account when Intinsic sends the email, whether or not Customer actually receives the email.

18.14.2 To Intinsic. To give Intinsic notice under this Agreement, Customer must contact Intinsic: (i) by email transmission to contact@Intinsic.com; or (ii) by personal delivery, overnight courier or registered or certified mail to Intinsic, LLC, 100 Congress, Suite 2000, Austin, TX 78701. We may update the email or address for notices to us by posting a notice on your site. Notices provided by personal delivery will be effective immediately. Notices provided by email

transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

18.15 Entire Agreement. This Agreement, including the Purchase Order, Subscription Order Form(s), and any Policies provided by INTRENSIC, constitutes the entire agreement between Customer and Intrensic regarding the Hardware and the Intrensic Offering. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Intrensic, whether written or verbal, regarding the subject matter of this Agreement. Customer agrees that Customer’s purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Intrensic regarding future functionality or features of the Intrensic Offering. Intrensic will not be bound by, and specifically objects to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement.

18.16 Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

18.17 Counterparts. This Agreement may be executed in multiple counterparts, each of which is considered an original, and together, will constitute the entire Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of the document as if the original had been received.

INTRENSIC, LLC



By:

Title: *National Director of Business Development, Intrensic*

Beaumont Police Department

By: _____ Purchase Order: _____

Title: _____ Dated : _____

Exhibit A
Agency Purchase Order (if applicable)

Exhibit B Hardware Refresh Detail

Body Worn Camera Program Proposal

A Detailed Pricing Model of all Material & Services by Intrensic



Agency Information

Beaumont Police Department
550 East 6th Street
Beaumont, CA 92223
Lieutenant Greg Fagan
951-769-8500

Presented By:

Matt Dugas - National Director of Business Development

Intrensic's Proposal Terms of Service for your Agency - (No Hidden Costs)

70	Number of Agency - Active Uploading Body-Worn Camera Users
48	Month : term of the program proposed

**PLAN-A: Intrensic Hardware, Training and Shipping is a one-time expense we have rolled into even payments across the term of the agreement*


Quantity	The Intrensic X2 - Body Worn Camera
70	Intrensic - X2 64GB Body Worn Camera Kit with GPS <i>* Includes X2 Camera, Single Dock, Cables, Car Charger, Wall Charger and Standard Spring Clip</i>
3	Intrensic - X2 Single Camera Charging / Uploading Station Intrensic - X2 10 Camera Charging / Uploading Station Intrensic - X2 USB Transfer Cable
70	Intrensic - X2 Klick Fast - Standard - Magnet Mount
70	Intrensic - X2 Klick Fast - NEW - Magnet Mount
70	Intrensic - X2 Klick Fast Molle Strap Mount - High
70	Intrensic - X2 Klick-Fast Stud
	Intrensic - X2 Klick-Fast Carrier Mount (4-screws)
	Intrensic - X2 Replacement Alligator Clip
	Intrensic - X2 70 degree FOV External Camera
6	"Intrensic's Free "Hot-Service-Spare" Cameras

Quantity	Intrensic - Body Worn Camera Accessories
-50	* Refresh Credit @ \$125./Camera for the GoPro Hero Session 50 GoPro Hero Session - Refresh Credit : \$ 6,250.00

Quantity	Intrensic - Hardware Shipping Costs
1	Intrensic Equipment Shipping

Quantity	Intrensic's Annual Subscription Services and Support
1	Enterprise Sharing License (1-Per Agency)
70	Unlimited Access License (User/Year)
70	Mobile Uploading License (User/Year)
70	Intrensic's Professional Redaction (1Hr/User/Year)
70	Unlimited Body Camera Cloud Storage (User/Year)
70	Annual Extended Warranty (Camera / Year)
70	CAD Integration License (User/Year)

Days	Intrensic's On-Site Training and Deployment Services
4	Days Intrensic's On-Site Personal Training Service



intrensic

The Intrensic X2 body camera is the lightest and has the longest battery life than any other body camera on the market

The Intrensic X2 body camera is a high-definition video recorder for law enforcement with ultra high quality 2K HD video. With its 140° wide angle lens and 64GB of storage, it can capture everything that happens for up to 14 hours. With the press of a single button, recording can start even when the camera is turned off. The built in LCD allows you to review videos, photos or audio recordings in the field. The X1 has a durable housing along with a waterproof rating of IP66. The X1 paired with Intrensic's Digital Evidence Management is a great option for many users.

X2 Body Camera

Important Considerations that are always included with Intrensic	
INCLUDED	"Our True Unlimited Storage" of All Media (Body Camera and Ancillary Evidence)
INCLUDED	Professional Redaction Services for Body Camera Video and Audio (@ 1hr/User/Yr.)
INCLUDED	All Admin Users, Evidence Tech and Ancillary Users to the System
INCLUDED	On-Site Professional Training and Intrensic's 24x7 Customer Support
INCLUDED	FREE - "Hot Spare" Warranty Replacement Cameras left on-site with you.
INCLUDED	FREE Software Upgrades and Enhancements to the Intrensic DEMS program
INCLUDED	Your Equipment is covered by Intrensic's 12-month Warranty
INCLUDED	Your Optional Extended Warranty for all years of the agreement

Annual Agency Invoicing Amounts	
	<i>* With Four Even Payment - Plan "A"</i>
\$45,853.36	Year #1 - Invoice Amount
\$45,853.36	Year #2 - Invoice Amount
\$45,853.36	Year #3 - Invoice Amount
\$45,853.36	Year #4 - Invoice Amount
\$183,413.45	A Total Cost of Ownership



Category MSRP	Itemized By Category	Agency Discount
\$29,749.35	Total Cost of Hardware	2,379.95
\$41,205.00	Software- Storage (annual)	6,180.75
\$3,196.00	On-Site Training (one-time)	
\$4,200.00	Extended Warranty (annual)	
	<i>*extended warranty only after year #1</i>	

Intrensic's Cost Breakdown (Reference)		
	One time Costs	Annual Software & Storage
\$27,369.40	Hardware Costs	\$35,024.25
\$3,196.00	Deployment/Training	
\$151.05	Shipping	Annual Extended Warranty
\$30,716.45	Total	\$4,200.00
		<i>*extended warranty only after year #1</i>

Agency Approval :

_____ Agency Approval

_____ Approved By Title

_____ Approval Date

_____ Invoice Date Requested



Valid for 90 Days
5-Jun-2022

Prepared By:
Matt Dugas - National Director of Business Development
Cellular: (304) 543-2406 Office (844) 466-2568 Extension 702

Matt Dugas



Exhibit C
Subscription Order Form

Subject to the terms and conditions contained in the Agreement, including this Subscription Order Form, Intrensic hereby grants to Customer and any individual who is an employee of Customer, authorized, by virtue of such individual's relationship to, or permissions from, Customer, to access the Intrensic Offering pursuant to Customer's rights under this Agreement, a non-exclusive, revocable, non-transferable, non-sublicense-able right to access the features and functions of the Intrensic Offering during the Subscription Term, and in accordance with the Documentation and Policies as provided by Intrensic.

The Evidence on Cloud storage platform and software licenses granted are defined as single per user and only for the terms of this contract. Uses and limitations are defined in the Agreement. Pricing is annual paid in advance unless stipulated otherwise in the Agreement.

Pricing is calculated by the following method:

Beaumont Police Department


Defined Number of Users/Licenses: 70

Annual Cost of Equipment, Training, Shipping Software, Storage and Support:

\$ 45,853.36 *(To Be Invoiced Annually for the 4 years of the agreement)*

Total for Contract Term: 48 months

- * **INCLUDED "Our True Unlimited Storage" of All Media (Body Camera and Ancillary Evidence)**
- * **INCLUDED Professional Redaction Services for Body Camera Video and Audio**
- * **INCLUDED All Admin Users, Evidence Tech and Ancillary Users to the System**
- * **INCLUDED On-Site Professional Training and Intrensic's Customer Support**
- * **INCLUDED FREE - "6-Hot Spare X2 Camera Kit" Warranty Replacement Cameras left on-site with you.**
- * **INCLUDED FREE Software Upgrades and Enhancements to the Intrensic DEMS program**
- * **INCLUDED Your Equipment is covered by intrensic's inclusive warranty for the full term of the agreement.**



Note to Beaumont Police Department that Intrensic has recently updated the BWC platform by developing a new camera the intrensic X2 camera that includes the following functionality:

- Automatic pre-record ability
- Tamper resistance
- Audit trail of recordings uploaded by officers
- Unlimited Cloud storage
- Data security
- Video and audio quality
- Hardware maintenance replacement
- Routine software updates
- Ongoing technical support from the manufacturer
- Evidence management system
- Intrensic performs the redaction of private and sensitive information captured on video

Beaumont Police Department's Legacy Data Storage Included:

To establish a contextual basis for consideration, based on 2017-year end statistics, the Beaumont Police Department could have recorded video in conjunction with more than 26,300 calls for service, 5,300 traffic stops, and 1,400 arrests. As part of the judicial discovery process, the department could have provided the Riverside County District Attorney's office approximately 1,000 body worn camera videos for prosecution of various criminal offenses. All Existing Legacy Data and current term's software, storage and support is included.

Beaumont Police Department Current Legacy Data Statistics:

Total Pieces of Evidence Uploaded – 132,090 since 2016-12-12

Total Cases Created – 770 since 2018-06-01

Total Files in Cases – 7,469 since 2018-06-01

Total Cases Shared – 473 since 2018-07-03



Additional Warranty Information

If a manufacturing defect of the covered equipment occurs during the first twelve months of ownership, we will replace it with new equipment. If the failure is caused by Accidental Damage from Handling, a Claim Service Fee as set forth below will be assessed upon replacement of the Covered Equipment. Once shipped, the Replacement Equipment immediately becomes the Covered Equipment for the remainder of the Contract Period.

1. What is not Covered?
 - a. The Program does not cover:
 - i. Incidental or consequential damages.
 - ii. Issues covered under the manufacturer's warranty while such warranty and extended warranty coverage is in effect;
 - iii. Loss, theft, abuse, misuse, improper installation, or customer negligence;
 - iv. Normal wear and tear;
 - v. Cosmetic damage to the covered equipment, including but not limited to scratches and dents that do not otherwise affect the functionality of the covered equipment;
 - vi. Damage resulting from use with batteries, power cables, or other battery charging/recharging accessories or devices not manufactured by Intrensic®
 - vii. Damage caused by the use of the covered equipment when using any other third-party accessory.
 - b. Further, Covered Equipment does not include, and the program does not cover:
 - i. A product with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability;
 - ii. Property in transit to you;
 - iii. Battery chargers (one standard wall charger will be provided with replacement equipment on claims approved for replacement of the covered equipment if the charger has also experienced a manufacturing defect or accidental damage from handling.
 - iv. Any third-party accessories not manufactured by Intrensic® including but not limited to mounts, memory cards or other external storage devices, color face plates, or personalized data.