

June 29th, 2022

Chief Anthony Marag
Randolph Police Department
41 South Main Street
Randolph, Massachusetts 02368

Dear Chief Marag,

Utility Associates Inc. (UA, herein) is honored that your department has chosen our company as a potential partner to provide its Officers with the BodyWorn™ and Rocket IoT™ Communications Solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your department to the growing family of Departments and Agencies who have deployed Rocket IoT – the industry's smartest technology for first responders.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the Professional Service Agreement between the City of Randolph Police Department and Utility, Inc.

The following Entities are listed for reference in all related proposals documents: UA, as the services and warranty issuer (Services Provider), Goosetown Enterprises, Inc. (GEI herein, as the Vendor utilizing the Statewide contract agreement No. PSE01 / MA Vendor ID No.VC0000732803/ Control No. 2211378522), and the City of Randolph Police Department (as the Client).

1. **Agreement Duration:** This professional service agreement will commence upon acceptance by signature and remain in effect for sixty (60) months.
2. **Price Proposal:** Sold via GEI, under the Massachusetts Statewide contract agreement No. PSE01, vendor ID no. VC0000732803, and control no. 2211378522.
 - a. Eos™ (BodyWorn) cameras to support a total of sixty-four (64) officers.
 - b. Rocket in-car video and vehicle communications systems to support twelve (12) Police vehicles
 - c. Rocket in-car video, vehicle communications, and ALPR systems to support two (2) Police vehicles
 - d. One (1) Smart Access Waypoint (SWP) to support the Police Department headquarters for the purposes of offloading video feeds
 - e. Period of Agreement = Sixty (60) Months
 - f. Total system price, inclusive of all hardware, software licenses, data storage/retrieval, warranty, support, and initial installation / training for a period of sixty (60) months total of: **\$497,754.61.**
 - g. See GEI's Exhibit – {A} Goosetown Quote # 005236 v1 for additional details
 - h. Additional terms of service are listed in Exhibit –{B}
3. **Bill of Materials Included with the Offer:** As part of the annual subscription price for Sixty (60) months, each system will include the following:

Rocket IoT Vehicle Communications/Camera triggers - Includes Polaris™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Video Storage and Download.

Every Officer (Qty. 64) will be equipped with the following by UA:

- a. One (1) BodyWorn™ Camera and Mount
- b. One (1) Holster Activation Sensor

- c. One (1) Bluetooth BodyWorn Wrist/Belt Trigger
- d. \$200 Uniform Allotment, Towards Any Combination of New BodyWorn Ready Uniforms, per BodyWorn Camera Purchased (Not to be Combined or Applied to any other UA Services or Offerings - Expires within 90 Days of Project Launch)
- e. Five (5) Retrofits of Existing, Standard Uniform Garments, to BodyWorn Ready Status, per BodyWorn Camera Purchased – See Section 1.1.6 of the Customer Service Agreement for Additional Uniform Details
- f. Polaris video management software and mapping interface license
- g. Unlimited Download & Storage – Based on Department's Retention Policy
- h. Smart Redaction Software License
- i. Installation and Training – Onsite and Online Training Included
- j. Full Warranty
- k. CAD Integration
- l. CAD activation of Eos cameras
- m. 24/7 Technical Support for the Life of the Contract (60 months)

Every Police Department Vehicle (Qty. 12) will be equipped with the following by UA:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front-Facing and Rear Dome Camera (w/ Audio)
- d. Setup of Rocket IoT Control Interface through Vehicle MDC
- e. Installation, Validation, and Configuration
- f. Rugged Tablet Interface
- g. OBDII Vehicle Diagnostics Cable
- h. CAD Integration
- i. CAD activation of ICV cameras
- j. Full Warranty
- k. 24/7 Technical Support for the Life of the Contract (60 Months)

Every Police Department Vehicle (Qty. 2) will be equipped with the following by UA:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket IoT Vehicle Triggers
- c. Front-Facing and Rear Dome Camera (w/ Audio)
- d. Two Front-Facing ALPR Cameras
- e. Dedicated ALPR Rocket GPU
- f. Setup of Rocket IoT Control Interface through Vehicle MDC
- g. Installation, Validation, and Configuration
- h. Rugged Tablet Interface
- i. OBDII Vehicle Diagnostics Cable

Every Smart Access Waypoint will be equipped with the following:

- a. Rocket IoT™ Vehicle Control Unit, DVR, and Communications Hub
- b. Two High Powered Antennas
- c. Weatherproof Enclosure
- d. Installation, Validation, and Configuration
- e. Full Warranty
- f. 24/7 Technical Support for the Life of the Contract (60 Months)

4. **Installation Services:** Outside the scope of this offer, any additional units will be subject to the following.
- a. Daily rate charges of \$1,750/day are applied at a minimum of two (2) days for installs of less than ten (10) vehicles, per scheduled visit.
 - b. A charge for deinstallation of competitor equipment is assessed at a minimum of \$100 per vehicle, with disposal at the site of installation. UA recommends disposal and recycling of electronics in accordance with local regulations.
 - c. On average, one (1) UA Field Engineer is capable of 2-3 Installations of basic RocketIoT In-car systems, per working day (dependent on-site conditions and vehicle type(s)). Working days are consecutive to avoid any additional fees.
 - d. Contract services begin upon receipt of hardware. This agreement assumes the customer must receive hardware within 4-6 weeks of contract signing.
 - e. Customer agrees to maintain all hardware in a secure storage area until time of installation is coordinated by UA project management.
5. **Additional Units – Post Sale:** Additional unit purchases, outside the scope of this offer, are subject to price increases, and will be quoted separately as requested of UA
- a. Additions beyond the scope of the offer are quoted in 5-year increments only.
 - b. Services added, will be coterminous through the effective life of the original agreement. Per unit pricing (5 Year / 60 month term) for additional scope.
6. **CAD Services:** UA will make reasonable concessions to perform successful integration of BodyWorn services with your current CAD vendor. UA has successfully integrated BodyWorn and CAD services with many vendors in the marketplace and we are confident in our abilities to integrate with your department's provider
- a. Integrations are sometimes dependent on our ability to establish a working relationship with your current CAD vendor. This is particularly true with new CAD vendors that UA does not have an established working relationship with at the time of contract execution.
 - b. Prices quoted for integration cover a standard scope of work for said services. Exceptions will be assessed on a per case basis with additional charges applying
 - c. While UA utilizes varying methods to pull metadata information from your current CAD vendor, the discretion as to the most effective approach will be determined by the information obtained from the CAD vendor, with UA, CAD vendor engineers, and your IT staff making the final assessment as to the integration method of preference
 - d. While rare, certain CAD vendors may resist sharing of information for the purposes of integrating and activating BodyWorn cameras based on calls for service. Any additional fees assessed by the CAD vendor, will be forwarded to the Customer for prompt payment. These fees are ultimately between the Customer and CAD vendor to reconcile. Any such fees must be authorized by the Town in advance in writing.
 - e. UA will allow ninety (90) calendar days for data to be provided to us, before closing our services window for integration with your CAD vendor.

7. Schedule of Payments: All payments must be made directly to GEI

Payment #1: Due NET30 from Date of Signature Agreement (2022)	\$199,101.85
Payment #2: Due NET30 from Date of Signature Agreement (2023)	\$74,663.19
Payment #3: Due NET30 from Date of Signature Agreement (2024)	\$74,663.19
Payment #4: Due NET30 from Date of Signature Agreement (2025)	\$74,663.19
Payment #5: Due NET30 from Date of Signature Agreement (2026)	\$74,663.19

Total: \$497,754.61

We are privileged to work with your department on this project. Should you have any questions at any time please feel free to call or email me at 1-765-412-2303 or tbacon@utility.com.

Respectfully,

Troy Bacon, Business Manager

Offer Acceptance by Authorized Official (Client): _____

Title: _____

Date: _____

Offer Acceptance by Authorized Official (GEI): _____

Title: _____

Date: _____

Final Offer Acceptance by Authorized Official (Utility): _____

Title: _____

Date: _____

cc. Michael Nark - Chief Executive Officer
Amanda Havice - Chief Financial Officer