TOWNSHIP OF PLUMSTED, NEW EGYPT, N.J.

No. 510499

REFERENCE/DESCRIPTION	NET AMOUNT
Account Number: BRC 1324947 Vendor: DIGIT005 DIGITAL ALLY, INC PO: 21-00402 DESC: BODY CAMERAS - PD INV: 1118154-1 AMT: 12,794.24	12,794.24

Check Date: 10/06/21 Check Amount: $*****12,794.24

DETACH BEFORE DEPOSITING

THIS DOCUMENT HAS A COLORED BACKGROUND AND FLUORESCENT FIBERS • SEE ADDITIONAL SECURITY FEATURES ON REVERSE SIDE • MISSING A FEATURE INDICATES A COPY

PRIDE IN PLUMSTED
THE STATE'S CENTER

TOWNSHIP OF PLUMSTED
121 EVERGREEN ROAD
NEW EGYPT, N.J. 08533

investors Bank
Banking in *your* best interest.
Whiting Branch, Whiting, NJ 08759
Investors 24 Hour Service, 1-888-444-4466

55-7203
2212

No. 510499

CURRENT FUND

DATE 10/06/21

CHECK NO. 510499

AMOUNT $*****12,794.24

Twelve Thousand Seven Hundred Ninety Four AND 24/100 Dollars

TO THE ORDER OF
DIGITAL ALLY, INC
15612 COLLEGE BLVD
LENEXA, KS 66219

AUTHORIZED SIGNATURE MF

AUTHORIZED SIGNATURE MF

⑈510499⑈ ⑆221272031⑆ 32 990129 9⑈

PLUMSTED TOWNSHIP
121 EVERGREEN RD
NEW EGYPT, NJ 08533
PHONE 609-758-2241 x113
FAX 609-758-0123

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

NO. 21-00402

ORDER DATE: 05/05/21
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM: BRC 1324947

SHIP TO

PLUMSTED TOWNSHIP FINANCE
121 EVERGREEN RD
NEW EGYPT, NJ 08533

VENDOR

VENDOR #: DIGIT005

DIGITAL ALLY, INC
15612 COLLEGE BLVD
LENEXA, KS 66219

Phone: (800)440-4947

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #21-6006463 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	BODY CAMERAS - PD INVOICE #1117353 (14) BODY CAMERAS @ $595.00 = $8,330.00 ACTIVATION FEE $450.00 SERVER SOFTWARE $1,695.00 SHARE PORTAL $399.00 DOCKING KIT $2,995.00 1 YEAR WARRANTY RESOLUTION 2021-187 NOT TO EXCEED $14,019.00 AMENDED BY RES. 2021-259 (19) BODY CAMERAS 5-YEAR PLAN: 2021-$12,794.24 2022-$9,654.24 2023-$9,654.24 2024-$9,654.24 2025-$9,654.24	G-02-41-747-302 BODY-WORN CAMERA GRANT (2021)	12,794.2400	12,794.24
			TOTAL	12,794.24

* Revised

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X _____
VENDOR SIGN HERE

OFFICIAL POSITION DATE

TAX ID NO. OR SOCIAL SECURITY NO.

OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPT. HEAD DATE

VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER.
MAIL VOUCHER & ITEMIZED BILLS TO:

PLUMSTED TOWNSHIP
121 EVERGREEN RD
NEW EGYPT, NJ 08533
PHONE 609-758-2241 x113
FAX 609-758-0123

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.

DEP TREASURER/PURCHASING AGENT

CHIEF FINANCIAL OFFICER

RESOLUTION NO. 2021-259

RESOLUTION OF THE TOWNSHIP OF PLUMSTED COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING RESOLUTION 2021-187 AUTHORIZING AN AGREEMENT WITH DIGITAL-ALLY FOR BODY-WORN CAMERAS FOR THE PLUMSTED TOWNSHIP POLICE DEPARTMENT

WHEREAS, the Township of Plumsted needs to purchase body-worn cameras for the Plumsted Township Police Department in order to comply with new legislation effective June 1, 2021 under Assembly Bill No. 4312 and Senate Bill No. 1163; and

WHEREAS, on May 5, 2021, the Township of Plumsted adopted Resolution 2021-187 Authorizing an Agreement with Digital-Ally for 14 Body-Worn Cameras for the Plumsted Township Police Department in the amount of $14,019.00; and

WHEREAS, the terms of the agreement have changed so as to increase the number of body-worn cameras to 19 and to change the amount of the contract to $12,794.24, as shown on the attached Schedule "A"; and

WHEREAS, it is the desire of the Mayor and Township Committee of the Township of Plumsted to amend Resolution 2021-187 to authorize an agreement with Digital-Ally for the purchase of 19 body-worn cameras for the Plumsted Township Police Department in an amount not to exceed $$12,794.25.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Township Committee of the Township of Plumsted do hereby amend Resolution 2021-187 and authorize the execution of an agreement with Digital-Ally for the purchase of 19 body-worn cameras for the Plumsted Township Police Department in an amount not to exceed $12,794.24, as shown on the

SCHEDULE A

Digital-Ally®

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Video Solution Subscription Program

Account:	Bill To:	Ship To:
PLUNJ1 Plumsted Township Police Department Earl Meroney 2 Cedar Street New Egypt, NJ 08533	Plumsted Township Police Department Earl Meroney 2 Cedar Street New Egypt, NJ 08533	Plumsted Township Police Department Earl Meroney 2 Cedar Street New Egypt, NJ 08533

Activation:

- Product Setup & Configuration
- Dedicated Project Manager
- Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

60 Month Subscription Plan Includes:

- 19 Complete FVHD Kits
- 1 12-Bay Docking Stations
- 5 Mini Docks
- 19 Users
- 1 Free Battery Replacement @18/mos.
- 1 Free full FVHD Body Camera Refresh @ 36 months
- 5-Year Advanced Exchange Warranty on FVHDs
- All Cloud Licenses on 180-Day Retention Plan
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- Case Management
- Full Access to Share & Prosecution Portal
- Full Access to Automatic Redaction Software
- Product Support for Life of Product

Annual Subscription Breakdown:

(First Year Includes All Hardware, Cloud Conversion, and Freight)

1st Year=$ 12,794.24

2nd Year=$ 9,654.24

3rd Year=$ 9,654.24

4th Year=$ 9,654.24

5th Year=$ 9,654.24

5-Year Total = $ 51,411.20

Subscription Notes:

- Additional Storage Purchased in Block of 100GB for $63 Per Year.
- Accessories Not in FVHD Purchased Separately.
- Optional Removal of Existing System Sold Separately @ $75.00 Per System
- Installation Sold Separately @ $499.00 Per Install
- Turnkey Services Sold Separately @ $2,000.00
- Applicable Taxes (Not Included) and Freight Due Upfront

Length of Agreement 60 Months (5 year) Billing Frequency ☐ monthly ☒ annually

1st Pmt. Amt. $6,235.00 + $6,414.24 1st Year Cloud Conversion + $145.00 Freight = $12,794.24 due Net 30

Pmt due: August 31st of every ☒ year

COVERTING ORD10133645 FROM LOCAL TO SUBSCRIPTION

Upon receipt of quantity one (1) Local 12-Bay Docking Station from ORD10133645, $599.00 will be credited back to account

Digital-Ally®

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VIDEO SOLUTIONS SUBSCRIPTION PROGRAM STANDARD TERMS AND CONDITIONS

The Video Solutions Subscription Program Quotation ("**Quotation**") attached hereto will be subject to and governed by the following Standard Terms and Conditions ("**Agreement**") if and when such Quotation is accepted and agreed to by Customer ("**Customer**" or "**you**") and Digital Ally, Inc. ("**Digital Ally**" or "**we**").

1. The Video Solutions Subscription Program ("**Program**") is designed to be an 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 event recording hardware ("**Equipment**"), leased as part of the Program pursuant to this Agreement is intended to collect and record events chosen by each customer. Under the Program design, the data, when recorded by firmware in the Equipment, is transmitted to, and stored on, cloud servers pursuant to the terms of this Agreement, based upon options selected by the customer ("**Subscription Plan**"), utilizing the internet to access each customer's account on the Digital Ally website ("**Website Account**"). Your Quotation will show the Subscription Plan you have selected, which includes the amount of cloud-based storage in your Subscription Plan. With the Program, you will be charged a "**Monthly Subscription Fee**" for the goods and services included in the Subscription Plan you have selected, which will be available for customers to deploy in accordance with the terms of this Agreement.

2. Digital Ally leases the Equipment to Customer, and Customer leases the Equipment from Digital Ally, in each case on the terms, and subject to the conditions, described in this Agreement. Customer will use the Equipment solely as permitted herein, in a careful and proper manner, in full compliance with all applicable laws and regulations.

3. Digital Ally hereby provides a limited license to Customer to utilize the Website Account, Digital Ally software and services, and Subscription Plan as described herein, subject to our Website Services and Cloud Storage License Agreement ("**License**") which is published by Digital Ally on the Digital Ally Website and which License is hereby incorporated into this Agreement. Licensee shall use the Software and Services (as defined in the License) in a careful and proper manner, in full compliance with all applicable laws and regulations. Unless a specific provision of the License contains a different or superseding term regarding the Software and Services (in which case that provision shall apply to the Software and Services only), the general provisions of this Agreement apply equally to the License.

4. Customer will pay Digital Ally the Total Payment Amount at the time and manner set forth in the Quotation as rent for the Equipment (including the Monthly Subscription Fee) without deduction or set-off. The Total Payment Amount must be paid to Digital Ally at the address noted below, unless a different method of payment is set forth in the Payment Terms set forth in Exhibit A. In the event that Customer fails to make any part of the Total Payment Amount when due, Digital Ally may assess a late charge equal to 1 ½% per month of the amount past due, or the highest rate then permitted by law, whichever is less, in addition to Digital Ally's other rights under this Agreement. Customer must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of all past due payments comprising the Total Payment Amount.

5. Customer acknowledges that the Equipment is, and at all times will remain during the Term designated in the Quotation ("**Term**"), the sole and exclusive property of Digital Ally. Customer agrees, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may be reasonably requested in order to protect Digital Ally's ownership interest in the Equipment during the Term, including the filing of financing statements as necessary to perfect its interest. After payment of the Total Payment Amount at the expiration of the Term ("**Expiration**"), Customer will own the Equipment, however, if this Agreement is terminated for any reason prior to Expiration, all Equipment will be returned to Digital Ally at the Customer's cost. Furthermore, upon Expiration or termination of the Term, Customer will discontinue its utilization of and relinquish its use of the License, and all of its rights and access to the Digital Ally Website and Program Software and services.

6. If Customer fails to pay any amounts due under this Agreement when due, and fails to cure such payment breach within 10 days after Digital Ally's written notice to Customer concerning such breach, or if Customer is otherwise in breach of this Agreement, including without limitation pursuant to Section 11, then Digital Ally may take any one or more of the following actions, in its sole discretion: (a) declare the aggregate Total Payment Amount due during the Term to be immediately due and payable upon written notice to Customer, (b) sue for and recover the Total Payment Amount due during the Term and other amounts then or thereafter owing to Digital Ally under this Agreement, (c) take possession of the Equipment, without demand or notice to Customer, wherever it is located, without any court order or other process of law (Customer waives all damages occasioned by such repossession), (d) terminate this Agreement, (e) disallow access to and utilization of the Digital Ally Website and/or Subscription services, and (f) pursue any other remedy available at law or in equity. Notwithstanding any repossession or any other action that Digital Ally may take, Customer will be and remain liable for the full performance of its obligations under this Agreement. All of Digital Ally's remedies are cumulative, and may be exercised concurrently or separately.

7. Customer must keep the Equipment free and clear of all liens and encumbrances. Customer must report and pay when due all license and registration fees, assessments, sales use and property taxes, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, arising out of the possession, use or operation of the Equipment during the Term, together with any penalties or interest, that are imposed by any federal, state or local government or any agency, or department thereof, upon either the Equipment or the use, operation or leasing of the Equipment during the Term and whether or not assessed against or in the name of Customer or Digital Ally.

8. During the Term, Customer will not be liable for any cost of repairs or replacement of the Equipment pursuant to the Warranty, unless repairs or the need to replace the Equipment is a result of abuse, accident, unauthorized use, or destruction while in the possession of the Customer.

9. Customer assumes, and will bear all risk of loss or damage to the Equipment from the date of delivery to the earlier of the date Digital Ally receives the Equipment from Customer or Expiration of this Agreement. Customer will carry insurance against loss or damage by fire, theft, explosion, and all other hazards and risks ordinarily subject to extended coverage insurance for the full fair replacement value of the Equipment.

10. Termination or Expiration of this Agreement will not relieve either party of obligations that by their nature or terms survive such termination or Expiration, including but not limited to obligation to make all payments that have or will become due under this Agreement, and the obligations in Sections 9, 12, 13, 14, and 15 of the Agreement.

11. If Digital Ally learns: (i) that the Software, Services, or Equipment are being used by anyone without authorization; (ii) that the Software, Services, or Equipment are being used for any unauthorized purpose; (iii) if Customer breaches its obligation to protect Digital Ally's Confidential Information or engages in an act prohibited under this the Agreement or the License, or (iv) if use of the Software, Services, or Equipment violates applicable law, Digital Ally may immediately and without notice of any kind, at its option, temporarily suspend Customer's access to the Software, Services, and Equipment, or may terminate the Agreement and License, and in either case, may exercise all of its legal and equitable rights and remedies for such breaches, including without limitation Digital Ally's rights and remedies set forth in Section 6. Subject to the foregoing and to Section 6, this Agreement may be terminated: (i) by either party on thirty (30) days written notice ("**Notice Period**") to the other party following a material breach of the Agreement or License if the other party fails to cure such breach during the Notice Period. Digital Ally, by written notice, may terminate the Agreement and License 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 Subscription Plan in effect up to the time of said termination, and Digital Ally shall return to Customer any advance payments made for such Subscription Plan. Upon termination of the Agreement and License for any reason by either party, Digital Ally is not obligated to maintain Customer's information contained in its Website Account, unless required by a court, or other government entity, with jurisdiction over this Agreement,

and Customer shall immediately cease use of the Equipment, the Services, and the Software, and at Digital Ally's expense, return to Digital Ally all Confidential Information (as defined in the License), including all copies thereof, then in its possession or custody or control, and certify in writing as to such action.

12. Customer will defend Digital Ally, its directors, officers, shareholders, agents, employees, successors and assigns (collectively, the "**Indemnified Parties**"), from and against any third party claims for damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Customer's use of the Equipment, Software, and Services leased and/or licensed under this Agreement and the License, including any claim that Customer or its agents, employees, or authorized users used the Equipment, Software, or Services for unauthorized or illegal monitoring, or negligently; (ii) any breach by Customer of this Agreement or the License, including engaging in any prohibited conduct hereunder or thereunder; or (iii) Customer's breach or violation of applicable law.

13. **UNDER NO CIRCUMSTANCES WILL DIGITAL ALLY OR ITS SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, MEMBERS, SUBCONTRACTORS OR LICENSORS (COLLECTIVELY, THE DIGITAL ALLY PARTIES"), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. UNDER NO CIRCUMSTANCES WILL DIGITAL ALLY OR THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO DIGITAL ALLY DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE DAMAGES. EACH CLAUSE OF THIS SECTION IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.**

14. **Limited Warranty; Warranty Disclaimer.** Digital Ally's Equipment and Software will be repaired, replaced, or upgraded, in the discretion of Digital Ally, at Digital Ally's premises during the Term in accordance with the Limited Warranty pertaining to the Equipment, attached hereto, and in accordance with the License pertaining to the Software and Website services provided by Digital Ally as part of the Subscription ("**Warranty**"). Customer shall be responsible for the installation of any such repaired, replaced or upgraded Equipment or Software, at Customer's expense. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, DIGITAL ALLY MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE EQUIPMENT, SOFTWARE, SERVICES, OR ANY GOODS, SERVICES, OR DELIVERABLES PROVIDED HEREUNDER WILL OPERATE UNINTERRUPTED OR ERROR FREE OR ACHIEVE ANY INTENDED RESULTS.**

15. 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. 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.

16. This Agreement and the agreements and policies referenced herein, including the License, Digital Ally website terms of use, Privacy Policy, and the Warranty (collectively, the "**Program Documents**"), constitute the entire agreement and understanding of the parties with respect to the transactions contemplated under this Program, and supersedes all prior agreements, arrangements and understandings of the parties, whether written or verbal, with respect to the subject matter of this Agreement. This Agreement may not be amended, supplemented or otherwise modified (including any waiver of a right, power or privilege) except in a writing executed by Digital Ally and Customer. If any provision of the Agreement or License is deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of the Agreement or License shall remain in full force and effect if the essential provisions of such Program Document remains 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 or the License, and no act, omission or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.

17. Customer may not assign this Agreement or transfer or sublease any of the Equipment/Licenses during the Term without Digital Ally's prior written consent. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of Customer and Digital Ally. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to the Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any of the Equipment/licenses, except such rights as will inure to a successor or permitted assignee under this Section.

18. Any pronoun used in this Agreement shall include the corresponding masculine, feminine and neutered forms. Words of the singular number will be deemed to include the plural number and vice versa, where applicable. The words "include" 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. As used in this Agreement, the words "shall" or "will" are intended to be mandatory in nature and the word "may" is intended to be permissive in nature. The references to Paragraphs, Exhibits, Sections, Subsections or Articles are references to the Paragraphs, Exhibits, Sections, Subsections or Articles of this Agreement unless the context otherwise requires. The recitals and exhibits to this Agreement are hereby incorporated into and made a part of this Agreement by this reference. This Agreement shall be deemed drafted equally by all parties, and no construction, presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

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

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The parties, through their duly authorized representatives, hereby agree and accept the terms, conditions and obligations described in the Quotation and the above standard terms and conditions and have caused this Agreement to be executed as of the date last set out below.

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

DIGITAL ALLY, INC:

By: _____

Name: _____

Title: _____

Date: _____

LIMITED WARRANTY

The terms of this Limited Warranty ("**Warranty**") are applicable to all Digital Ally, Inc. manufactured hardware products ("**Product(s)**"), and by using the Products, the customer, for itself and its users, purchasing the Products ("**Customer**") agrees to be bound by this Warranty. This Warranty constitutes the entire agreement between Digital Ally, Inc. ("**Digital Ally**") and Digital Ally's Customer concerning the subject matter hereof, superseding all previous representations or understandings, whether oral or written. No person is authorized to give any other warranties or to change this warranty.

Warranty and Procedure:

DIGITAL ALLY WARRANTS THAT THE PRODUCTS WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL FOR A PERIOD OF 12 MONTHS FROM THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER ("WARRANTY PERIOD").

Extended warranties on designated Products may be available for purchase at an additional charge, and if Products are covered by a Digital Ally extended warranty, all other terms and conditions of this Limited Warranty shall apply to such extended warranties, except that the 12 month term of this Warranty shall in such cases be replaced with the period of time designated in the extended warranty. By way of example, if a three year extended warranty is purchased for a Product, the "**Warranty Term**" on that Product will begin on the date of purchase and extend for a three year period.

To receive coverage under this Warranty, Customer must contact Digital Ally's Product Support department at http://www.digitalallyinc.com/login.cfm or by telephone at 1-800-440-4947 within the Warranty Period. If Digital Ally determines that a Product was or may be defective within the Warranty Period under normal use (as defined in the Product Installation and User's Guide), Digital Ally, in its sole discretion, at no cost to Customer, will repair or replace such Product with the same or a like product, at Digital Ally's premises.

Once replaced, the new Product shipped by Digital Ally as a replacement ("**Replacement Product**") shall be considered a Product hereunder, and shall be covered under this Warranty for the remainder of the Warranty Period covering the Product being replace ("**Replaced Product**"), or for ninety (90) days from the date of delivery of the Replacement Product to Customer, whichever is longer. If Digital Ally agrees to provide Customer with a Replacement Product, Customer is solely responsible for the removal and preservation of the data previously stored on the Replaced Product; the return of the Replaced Product is final, ownership of the Replaced Product is transferred irrevocably to Digital Ally immediately, and Digital Ally can destroy, utilize, or dispose of the Replaced Product in Digital Ally's sole discretion. Prior to returning a Product to Digital Ally at any time and/or for any reason, including for repair or replacement of a Product under this Warranty, Customer must first obtain a Return Material Authorization ("**RMA**") from Digital Ally's Product Support department.

Coverage:

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This Warranty applies to defects in a Product's internal electronic components, circuitry, cabling and connectors, as well as the Product's recording capabilities and ability to download data files. This Warranty does not cover Products for the following: (i) normal wear and tear on the Product, consumables, frayed cables or wires, broken connectors, scratched or broken cases, or damage to external parts of the Product; (ii) damage caused by operator abuse, negligence or neglect, or by repairs or modifications not authorized by Digital Ally; (iii) any failure of the Product of any nature due to installation unless installation is provided by Digital Ally pursuant to a Statement of Work; (iv) damage caused by fire, flood, lightning, vandalism, collision, or other events beyond the reasonable control of Digital Ally; and (v) damage from use of the Product in hostile operating environments, or caused by operator's use or storage of the Product in a manner not consistent with the written instructions or manual provided by Digital Ally. Digital Ally reserves the right to charge for repairs to a Product during the Warranty Period made necessary because of any of the foregoing causes at Digital Ally's standard rates for repair of Products not under warranty.

Batteries are consumables and are covered for failure hereunder during the first 90 days following Product purchase only. Digital Ally software is not covered under this Warranty. Refer to the applicable Digital Ally software license agreement for more information regarding Customer's use of Digital Ally software.

It is Customer's responsibility to: (i) properly install and perform routine maintenance on the Products and Product components; (ii) cooperate with Digital Ally in attempting to resolve any problems with the Products using online communications, email, or telephone; (iii) appoint an administrator with the technical knowledge necessary to install and perform routine maintenance on the Products, and perform basic troubleshooting on the Products, and (iv) to comply with all laws regarding the use of the Product, and Customer assumes responsibility for the foregoing.

Limitations:

Digital Ally is not, and shall not be, liable for any damages or personal injuries arising out of or relating to Customer's deployment, use, or misuse of the Products, and Customer assumes the risk from its purchase and use of the Product. Harmful personal contact with a Product might occur in the event of violent maneuvers, collisions, or similar circumstances, even if the Product was properly installed and used, and Digital Ally specifically disclaims any liability therefrom.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN, OR ORAL, THAT EXTEND BEYOND THIS WARRANTY. OTHER THAN THIS WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR FREE OR ACHIEVE ANY INTENDED RESULT. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY CUSTOMER ARISING FROM OR RELATING TO THIS WARRANTY OR THE SALE, USE, OR INSTALLATION OF THE PRODUCTS, WHETHER OR NOT DIGITAL ALLY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT DIGITAL ALLY'S CUMMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE PAID TO DIGITAL ALLY FOR THE SPECIFIC PRODUCT IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS HEREIN AND ELSEWHERE IN THIS LIMITED WARRANTY, AND EACH DISCLAIMER, LIMITATION, AND EXCLUSION WILL APPLY, INCLUDING WITHOUT LIMITATION, THE CONSEQUENTIAL DAMAGES WAIVER, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS CONTAINED HEREIN ARE PART OF THE CONSIDERATION FOR THE AGREED UPON PRICE OF THE PRODUCTS.

General:

Digital-Ally®

CAPTURE TRUTH

Any goods sold to Customer that are not manufactured by Digital Ally are not warranted by Digital Ally. With regard to such goods, Digital Ally agrees to pass along the manufacturers' warranties on such goods to Customer, to the fullest extent permitted by such manufacturers' warranties, and Customer agrees to accept such manufacturers' warranties as its sole and exclusive remedy in case of defects in such goods.

This Warranty is not transferable. All parts of this Warranty apply to the maximum extent permitted by applicable law or unless prohibited by applicable law. **If statutory or implied warranties cannot be lawfully disclaimed by applicable law, than all such warranties are limited to the duration of this Warranty and are further limited to and by the other provisions contained in this Warranty.**

RESOLUTION NO. 2021-259

AMENDING RESOLUTION 2021-187
CERTIFICATION OF AVAILABILITY OF FUNDS

I, June d. Madden, Chief Financial Officer, for the Township of Plumsted, do hereby certify that adequate funds are available in the 2021 Budget to enter into an agreement with Digital Ally for 19 body-worn cameras, activation fee, hardware/software, training, set-up and configuration in an **amount not to exceed $12,794.24 for year 1 of 5 years.** Township funds are available for this project in the following accounts:

BODY-WORN CAMERA GRANT
G-02-41-747-302
Amount Not to Exceed $12,794.24

Date: August 4, 2021

June d. Madden, CMFO
Chief Financial Officer

Digital Ally, Inc.
PO Box 413183
Kansas City, MO 64141-3183

PLUMSTED TOWNSHIP

121 EVERGREEN RD
NEW EGYPT, NJ 08533
PHONE 609-758-2241 x113
FAX 609-758-0123

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

NO. 21-00402

ORDER DATE: 05/05/21
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM: BRC 1324947

SHIP TO

PLUMSTED TOWNSHIP FINANCE
121 EVERGREEN RD
NEW EGYPT, NJ 08533

VENDOR

VENDOR #: DIGIT005

DIGITAL ALLY, INC
15612 COLLEGE BLVD
LENEXA, KS 66219

Phone: (800)440-4947

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #21-6006463 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	BODY CAMERAS - PD INVOICE #1117353 (14) BODY CAMERAS @ $595.00 = $8,330.00 ACTIVATION FEE $450.00 SERVER SOFTWARE $1,695.00 SHARE PORTAL $399.00 DOCKING KIT $2,995.00 1 YEAR WARRANTY RESOLUTION 2021-187 NOT TO EXCEED $14,019.00 AMENDED BY RES. 2021-259 (19) BODY CAMERAS 5-YEAR PLAN: 2021-$12,794.24 2022-$9,654.24 2023-$9,654.24 2024-$9,654.24 2025-$9,654.24	G-02-41-747-302 BODY-WORN CAMERA GRANT (2021)	12,794.2400	12,794.24
		TOTAL		12,794.24

COPY 2

Digital-Ally
CAPTURE TRUTH

Invoice	1118154-1
Date	8/23/2021
Page	1

15612 College Blvd
Lenexa KS 66219

Bill To:
Plumsted Township Police Department
Earl Meroney
2 Cedar Street
New Egypt NJ 08533

Ship To:
Plumsted Township Police Department
Earl Meroney
2 Cedar Street
New Egypt NJ 08533

Purchase Order No.	Customer ID	Salesperson	Tracking No.	Shipping Method	Terms	Req Ship Date	Master No.
MERONEY	PLUNJ1	PD	945091679093,945091679108,	FEDERAL EXPRESS	Net 30		273,873

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
				Five year subscription invoice 1 of 5			
5	5	0	K001-00011-GO	FVHD-11 SUB Plan 180 3yr and Cloud conversion	$0.00	$12,649.24	$12,649.24

Please Remit Payment to:

P.O. Box 413183
Kansas City, MO 64141-3183
Standard terms and conditions for this transaction are enclosed.

Subtotal	$12,649.24
Misc	$0.00
Tax	$0.00
Freight	$145.00
Trade Discount	$0.00
Total	$12,794.24

RESOLUTION NO. 2021-259

**RESOLUTION OF THE TOWNSHIP OF PLUMSTED
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AMENDING RESOLUTION 2021-187 AUTHORIZING AN
AGREEMENT WITH DIGITAL-ALLY FOR BODY-WORN CAMERAS
FOR THE PLUMSTED TOWNSHIP POLICE DEPARTMENT**

WHEREAS, the Township of Plumsted needs to purchase body-worn cameras for the Plumsted Township Police Department in order to comply with new legislation effective June 1, 2021 under Assembly Bill No. 4312 and Senate Bill No. 1163; and

WHEREAS, on May 5, 2021, the Township of Plumsted adopted Resolution 2021-187 Authorizing an Agreement with Digital-Ally for 14 Body-Worn Cameras for the Plumsted Township Police Department in the amount of $14,019.00; and

WHEREAS, the terms of the agreement have changed so as to increase the number of body-worn cameras to 19 and to change the amount of the contract to $12,794.24, as shown on the attached Schedule "A"; and

WHEREAS, it is the desire of the Mayor and Township Committee of the Township of Plumsted to amend Resolution 2021-187 to authorize an agreement with Digital-Ally for the purchase of 19 body-worn cameras for the Plumsted Township Police Department in an amount not to exceed $$12,794.24.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Township Committee of the Township of Plumsted do hereby amend Resolution 2021-187 and authorize the execution of an agreement with Digital-Ally for the purchase of 19 body-worn cameras for the Plumsted Township Police Department in an amount not to exceed $12,794.24, as shown on the attached Schedule A.

2. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto.

3. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer, the Plumsted Township Police Department and Digital-Ally.

NAME	BOWEN	GRILLETTO	TROTTA	SORCHIK	MARINARI
AYES	X	X	X	X	X
ABSTAIN					
NAYS					
ABSENT					

CERTIFICATION

I, NADENE CICERO, Deputy Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the 4th day of **AUGUST, 2021.**

Nadene Cicero

NADENE CICERO, RMC, CMR
Deputy Municipal Clerk

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The parties, through their duly authorized representatives, hereby agree and accept the terms, conditions and obligations described in the Quotation and the above standard terms and conditions and have caused this Agreement to be executed as of the date last set out below.

CUSTOMER:

By: _____

Name: HERBERT F. MARINARI

Title: Mayor

Date: 8/9/21

DIGITAL ALLY, INC:

By: _____

Name: _____

Title: _____

Date: _____

LIMITED WARRANTY

The terms of this Limited Warranty ("**Warranty**") are applicable to all Digital Ally, Inc. manufactured hardware products ("**Product(s)**"), and by using the Products, the customer, for itself and its users, purchasing the Products ("**Customer**") agrees to be bound by this Warranty. This Warranty constitutes the entire agreement between Digital Ally, Inc. ("**Digital Ally**") and Digital Ally's Customer concerning the subject matter hereof, superseding all previous representations or understandings, whether oral or written. No person is authorized to give any other warranties or to change this warranty.

Warranty and Procedure:

DIGITAL ALLY WARRANTS THAT THE PRODUCTS WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL FOR A PERIOD OF 12 MONTHS FROM THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER ("WARRANTY PERIOD").

Extended warranties on designated Products may be available for purchase at an additional charge, and if Products are covered by a Digital Ally extended warranty, all other terms and conditions of this Limited Warranty shall apply to such extended warranties, except that the 12 month term of this Warranty shall in such cases be replaced with the period of time designated in the extended warranty. By way of example, if a three year extended warranty is purchased for a Product, the "**Warranty Term**" on that Product will begin on the date of purchase and extend for a three year period.

To receive coverage under this Warranty, Customer must contact Digital Ally's Product Support department at http://www.digitalallyinc.com/login.cfm or by telephone at 1-800-440-4947 within the Warranty Period. If Digital Ally determines that a Product was or may be defective within the Warranty Period under normal use (as defined in the Product Installation and User's Guide), Digital Ally, in its sole discretion, at no cost to Customer, will repair or replace such Product with the same or a like product, at Digital Ally's premises.

Once replaced, the new Product shipped by Digital Ally as a replacement ("**Replacement Product**") shall be considered a Product hereunder, and shall be covered under this Warranty for the remainder of the Warranty Period covering the Product being replace ("**Replaced Product**"), or for ninety (90) days from the date of delivery of the Replacement Product to Customer, whichever is longer. If Digital Ally agrees to provide Customer with a Replacement Product, Customer is solely responsible for the removal and preservation of the data previously stored on the Replaced Product; the return of the Replaced Product is final, ownership of the Replaced Product is transferred irrevocably to Digital Ally immediately, and Digital Ally can destroy, utilize, or dispose of the Replaced Product in Digital Ally's sole discretion. Prior to returning a Product to Digital Ally at any time and/or for any reason, including for repair or replacement of a Product under this Warranty, Customer must first obtain a Return Material Authorization ("**RMA**") from Digital Ally's Product Support department.

Coverage:

Digital-Ally®
CAPTURE TRUTH

Video Solution Subscription Program

Account:	Bill To:	Ship To:
PLUNJ1 Plumsted Township Police Department Earl Meroney 2 Cedar Street New Egypt, NJ 08533	Plumsted Township Police Department Earl Meroney 2 Cedar Street New Egypt, NJ 08533	Plumsted Township Police Department Earl Meroney 2 Cedar Street New Egypt, NJ 08533

Activation:
- Product Setup & Configuration
- Dedicated Project Manager
- Implementation Planning Session
- Officer Training and Train the Trainer Session
- System Administrator & Troubleshooting Training Session

60 Month Subscription Plan Includes:
- 19 Complete FVHD Kits
- 1 12-Bay Docking Stations
- 5 Mini Docks
- 19 Users
- 1 Free Battery Replacement @18/mos.
- 1 Free full FVHD Body Camera Refresh @ 36 months
- 5-Year Advanced Exchange Warranty on FVHDs
- All Cloud Licenses on 180-Day Retention Plan
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- Case Management
- Full Access to Share & Prosecution Portal
- Full Access to Automatic Redaction Software
- Product Support for Life of Product

Annual Subscription Breakdown:
(First Year Includes All Hardware, Cloud Conversion, and Freight)

1st Year=$ 12,794.24

2nd Year=$ 9,654.24

3rd Year=$ 9,654.24

4th Year=$ 9,654.24

5th Year=$ 9,654.24

5-Year Total = $ 51,411.20

Subscription Notes:
- Additional Storage Purchased in Block of 100GB for $63 Per Year.
- Accessories Not in FVHD Purchased Separately.
- Optional Removal of Existing System Sold Separately @ $75.00 Per System
- Installation Sold Separately @ $499.00 Per Install
- Turnkey Services Sold Separately @ $2,000.00
- Applicable Taxes (Not Included) and Freight Due Upfront

Length of Agreement 60 Months (5 year) Billing Frequency ☐ monthly ☒ annually

1st Pmt. Amt. $6,235.00 + $6,414.24 1st Year Cloud Conversion + $145.00 Freight = $12,794.24 due Net 30

Pmt due: August 31st of every ☒ year

COVERTING ORD10133645 FROM LOCAL TO SUBSCRIPTION

Upon receipt of quantity one (1) Local 12-Bay Docking Station from ORD10133645, $599.00 will be credited back to account

Digital-Ally®

CAPTURE TRUTH

VIDEO SOLUTIONS SUBSCRIPTION PROGRAM STANDARD TERMS AND CONDITIONS

The Video Solutions Subscription Program Quotation ("**Quotation**") attached hereto will be subject to and governed by the following Standard Terms and Conditions ("**Agreement**") if and when such Quotation is accepted and agreed to by Customer ("**Customer**" or "**you**") and Digital Ally, Inc. ("**Digital Ally**" or "**we**").

1. The Video Solutions Subscription Program ("**Program**") is designed to be an 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 event recording hardware ("**Equipment**"), leased as part of the Program pursuant to this Agreement is intended to collect and record events chosen by each customer. Under the Program design, the data, when recorded by firmware in the Equipment, is transmitted to, and stored on, cloud servers pursuant to the terms of this Agreement, based upon options selected by the customer ("**Subscription Plan**"), utilizing the internet to access each customer's account on the Digital Ally website ("**Website Account**"). Your Quotation will show the Subscription Plan you have selected, which includes the amount of cloud-based storage in your Subscription Plan. With the Program, you will be charged a "**Monthly Subscription Fee**" for the goods and services included in the Subscription Plan you have selected, which will be available for customers to deploy in accordance with the terms of this Agreement.

2. Digital Ally leases the Equipment to Customer, and Customer leases the Equipment from Digital Ally, in each case on the terms, and subject to the conditions, described in this Agreement. Customer will use the Equipment solely as permitted herein, in a careful and proper manner, in full compliance with all applicable laws and regulations.

3. Digital Ally hereby provides a limited license to Customer to utilize the Website Account, Digital Ally software and services, and Subscription Plan as described herein, subject to our Website Services and Cloud Storage License Agreement ("**License**") which is published by Digital Ally on the Digital Ally Website and which License is hereby incorporated into this Agreement. Licensee shall use the Software and Services (as defined in the License) in a careful and proper manner, in full compliance with all applicable laws and regulations. Unless a specific provision of the License contains a different or superseding term regarding the Software and Services (in which case that provision shall apply to the Software and Services only), the general provisions of this Agreement apply equally to the License.

4. Customer will pay Digital Ally the Total Payment Amount at the time and manner set forth in the Quotation as rent for the Equipment (including the Monthly Subscription Fee) without deduction or set-off. The Total Payment Amount must be paid to Digital Ally at the address noted below, unless a different method of payment is set forth in the Payment Terms set forth in Exhibit A. In the event that Customer fails to make any part of the Total Payment Amount when due, Digital Ally may assess a late charge equal to 1 ½% per month of the amount past due, or the highest rate then permitted by law, whichever is less, in addition to Digital Ally's other rights under this Agreement. Customer must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of all past due payments comprising the Total Payment Amount.

5. Customer acknowledges that the Equipment is, and at all times will remain during the Term designated in the Quotation ("**Term**"), the sole and exclusive property of Digital Ally. Customer agrees, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may be reasonably requested in order to protect Digital Ally's ownership interest in the Equipment during the Term, including the filing of financing statements as necessary to perfect its interest. After payment of the Total Payment Amount at the expiration of the Term ("**Expiration**"), Customer will own the Equipment, however, if this Agreement is terminated for any reason prior to Expiration, all Equipment will be returned to Digital Ally at the Customer's cost. Furthermore, upon Expiration or termination of the Term, Customer will discontinue its utilization of and relinquish its use of the License, and all of its rights and access to the Digital Ally Website and Program Software and services.

6. If Customer fails to pay any amounts due under this Agreement when due, and fails to cure such payment breach within 10 days after Digital Ally's written notice to Customer concerning such breach, or if Customer is otherwise in breach of this Agreement, including without limitation pursuant to Section 11, then Digital Ally may take any one or more of the following actions, in its sole discretion: (a) declare the aggregate Total Payment Amount due during the Term to be immediately due and payable upon written notice to Customer, (b) sue for and recover the Total Payment Amount due during the Term and other amounts then or thereafter owing to Digital Ally under this Agreement, (c) take possession of the Equipment, without demand or notice to Customer, wherever it is located, without any court order or other process of law (Customer waives all damages occasioned by such repossession), (d) terminate this Agreement, (e) disallow access to and utilization of the Digital Ally Website and/or Subscription services, and (f) pursue any other remedy available at law or in equity. Notwithstanding any repossession or any other action that Digital Ally may take, Customer will be and remain liable for the full performance of its obligations under this Agreement. All of Digital Ally's remedies are cumulative, and may be exercised concurrently or separately.

7. Customer must keep the Equipment free and clear of all liens and encumbrances. Customer must report and pay when due all license and registration fees, assessments, sales use and property taxes, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, arising out of the possession, use or operation of the Equipment during the Term, together with any penalties or interest, that are imposed by any federal, state or local government or any agency, or department thereof, upon either the Equipment or the use, operation or leasing of the Equipment during the Term and whether or not assessed against or in the name of Customer or Digital Ally.

8. During the Term, Customer will not be liable for any cost of repairs or replacement of the Equipment pursuant to the Warranty, unless repairs or the need to replace the Equipment is a result of abuse, accident, unauthorized use, or destruction while in the possession of the Customer.

9. Customer assumes, and will bear all risk of loss or damage to the Equipment from the date of delivery to the earlier of the date Digital Ally receives the Equipment from Customer or Expiration of this Agreement. Customer will carry insurance against loss or damage by fire, theft, explosion, and all other hazards and risks ordinarily subject to extended coverage insurance for the full fair replacement value of the Equipment.

10. Termination or Expiration of this Agreement will not relieve either party of obligations that by their nature or terms survive such termination or Expiration, including but not limited to obligation to make all payments that have or will become due under this Agreement, and the obligations in Sections 9, 12, 13, 14, and 15 of the Agreement.

11. If Digital Ally learns: (i) that the Software, Services, or Equipment are being used by anyone without authorization; (ii) that the Software, Services, or Equipment are being used for any unauthorized purpose; (iii) if Customer breaches its obligation to protect Digital Ally's Confidential Information or engages in an act prohibited under this the Agreement or the License, or (iv) if use of the Software, Services, or Equipment violates applicable law, Digital Ally may immediately and without notice of any kind, at its option, temporarily suspend Customer's access to the Software, Services, and Equipment, or may terminate the Agreement and License, and in either case, may exercise all of its legal and equitable rights and remedies for such breaches, including without limitation Digital Ally's rights and remedies set forth in Section 6. Subject to the foregoing and to Section 6, this Agreement may be terminated: (i) by either party on thirty (30) days written notice ("**Notice Period**") to the other party following a material breach of the Agreement or License if the other party fails to cure such breach during the Notice Period. Digital Ally, by written notice, may terminate the Agreement and License 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 Subscription Plan in effect up to the time of said termination, and Digital Ally shall return to Customer any advance payments made for such Subscription Plan. Upon termination of the Agreement and License for any reason by either party, Digital Ally is not obligated to maintain Customer's information contained in its Website Account, unless required by a court, or other government entity, with jurisdiction over this Agreement,

and Customer shall immediately cease use of the Equipment, the Services, and the Software, and at Digital Ally's expense, return to Digital Ally all Confidential Information (as defined in the License), including all copies thereof, then in its possession or custody or control, and certify in writing as to such action.

12. Customer will defend Digital Ally, its directors, officers, shareholders, agents, employees, successors and assigns (collectively, the "**Indemnified Parties**"), from and against any third party claims for damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Customer's use of the Equipment, Software, and Services leased and/or licensed under this Agreement and the License, including any claim that Customer or its agents, employees, or authorized users used the Equipment, Software, or Services for unauthorized or illegal monitoring, or negligently; (ii) any breach by Customer of this Agreement or the License, including engaging in any prohibited conduct hereunder or thereunder; or (iii) Customer's breach or violation of applicable law.

13. **UNDER NO CIRCUMSTANCES WILL DIGITAL ALLY OR ITS SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, MEMBERS, SUBCONTRACTORS OR LICENSORS (COLLECTIVELY, THE DIGITAL ALLY PARTIES"), BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. UNDER NO CIRCUMSTANCES WILL DIGITAL ALLY OR THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO DIGITAL ALLY DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE DAMAGES. EACH CLAUSE OF THIS SECTION IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.**

14. **Limited Warranty; Warranty Disclaimer.** Digital Ally's Equipment and Software will be repaired, replaced, or upgraded, in the discretion of Digital Ally, at Digital Ally's premises during the Term in accordance with the Limited Warranty pertaining to the Equipment, attached hereto, and in accordance with the License pertaining to the Software and Website services provided by Digital Ally as part of the Subscription ("**Warranty**"). Customer shall be responsible for the installation of any such repaired, replaced or upgraded Equipment or Software, at Customer's expense. **EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, DIGITAL ALLY MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE EQUIPMENT, SOFTWARE, SERVICES, OR ANY GOODS, SERVICES, OR DELIVERABLES PROVIDED HEREUNDER WILL OPERATE UNINTERRUPTED OR ERROR FREE OR ACHIEVE ANY INTENDED RESULTS.**

15. 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. 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.

16. This Agreement and the agreements and policies referenced herein, including the License, Digital Ally website terms of use, Privacy Policy, and the Warranty (collectively, the "**Program Documents**"), constitute the entire agreement and understanding of the parties with respect to the transactions contemplated under this Program, and supersedes all prior agreements, arrangements and understandings of the parties, whether written or verbal, with respect to the subject matter of this Agreement. This Agreement may not be amended, supplemented or otherwise modified (including any waiver of a right, power or privilege) except in a writing executed by Digital Ally and Customer. If any provision of the Agreement or License is deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of the Agreement or License shall remain in full force and effect if the essential provisions of such Program Document remains 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 or the License, and no act, omission or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition.

17. Customer may not assign this Agreement or transfer or sublease any of the Equipment/Licenses during the Term without Digital Ally's prior written consent. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of Customer and Digital Ally. Nothing expressed or referred to in this Agreement will be construed to give any person other than the parties to the Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any of the Equipment/licenses, except such rights as will inure to a successor or permitted assignee under this Section.

18. Any pronoun used in this Agreement shall include the corresponding masculine, feminine and neutered forms. Words of the singular number will be deemed to include the plural number and vice versa, where applicable. The words "include" 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. As used in this Agreement, the words "shall" or "will" are intended to be mandatory in nature and the word "may" is intended to be permissive in nature. The references to Paragraphs, Exhibits, Sections, Subsections or Articles are references to the Paragraphs, Exhibits, Sections, Subsections or Articles of this Agreement unless the context otherwise requires. The recitals and exhibits to this Agreement are hereby incorporated into and made a part of this Agreement by this reference. This Agreement shall be deemed drafted equally by all parties, and no construction, presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

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

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The parties, through their duly authorized representatives, hereby agree and accept the terms, conditions and obligations described in the Quotation and the above standard terms and conditions and have caused this Agreement to be executed as of the date last set out below.

CUSTOMER:	**DIGITAL ALLY, INC:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

LIMITED WARRANTY

The terms of this Limited Warranty ("**Warranty**") are applicable to all Digital Ally, Inc. manufactured hardware products ("**Product(s)**"), and by using the Products, the customer, for itself and its users, purchasing the Products ("**Customer**") agrees to be bound by this Warranty. This Warranty constitutes the entire agreement between Digital Ally, Inc. ("**Digital Ally**") and Digital Ally's Customer concerning the subject matter hereof, superseding all previous representations or understandings, whether oral or written. No person is authorized to give any other warranties or to change this warranty.

Warranty and Procedure:

DIGITAL ALLY WARRANTS THAT THE PRODUCTS WILL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL FOR A PERIOD OF 12 MONTHS FROM THE DATE OF PURCHASE BY THE ORIGINAL PURCHASER ("WARRANTY PERIOD").

Extended warranties on designated Products may be available for purchase at an additional charge, and if Products are covered by a Digital Ally extended warranty, all other terms and conditions of this Limited Warranty shall apply to such extended warranties, except that the 12 month term of this Warranty shall in such cases be replaced with the period of time designated in the extended warranty. By way of example, if a three year extended warranty is purchased for a Product, the "**Warranty Term**" on that Product will begin on the date of purchase and extend for a three year period.

To receive coverage under this Warranty, Customer must contact Digital Ally's Product Support department at http://www.digitalallyinc.com/login.cfm or by telephone at 1-800-440-4947 within the Warranty Period. If Digital Ally determines that a Product was or may be defective within the Warranty Period under normal use (as defined in the Product Installation and User's Guide), Digital Ally, in its sole discretion, at no cost to Customer, will repair or replace such Product with the same or a like product, at Digital Ally's premises.

Once replaced, the new Product shipped by Digital Ally as a replacement ("**Replacement Product**") shall be considered a Product hereunder, and shall be covered under this Warranty for the remainder of the Warranty Period covering the Product being replace ("**Replaced Product**"), or for ninety (90) days from the date of delivery of the Replacement Product to Customer, whichever is longer. If Digital Ally agrees to provide Customer with a Replacement Product, Customer is solely responsible for the removal and preservation of the data previously stored on the Replaced Product; the return of the Replaced Product is final, ownership of the Replaced Product is transferred irrevocably to Digital Ally immediately, and Digital Ally can destroy, utilize, or dispose of the Replaced Product in Digital Ally's sole discretion. Prior to returning a Product to Digital Ally at any time and/or for any reason, including for repair or replacement of a Product under this Warranty, Customer must first obtain a Return Material Authorization ("**RMA**") from Digital Ally's Product Support department.

Coverage:

This Warranty applies to defects in a Product's internal electronic components, circuitry, cabling and connectors, as well as the Product's recording capabilities and ability to download data files. This Warranty does not cover Products for the following: (i) normal wear and tear on the Product, consumables, frayed cables or wires, broken connectors, scratched or broken cases, or damage to external parts of the Product; (ii) damage caused by operator abuse, negligence or neglect, or by repairs or modifications not authorized by Digital Ally; (iii) any failure of the Product of any nature due to installation unless installation is provided by Digital Ally pursuant to a Statement of Work; (iv) damage caused by fire, flood, lightning, vandalism, collision, or other events beyond the reasonable control of Digital Ally; and (v) damage from use of the Product in hostile operating environments, or caused by operator's use or storage of the Product in a manner not consistent with the written instructions or manual provided by Digital Ally. Digital Ally reserves the right to charge for repairs to a Product during the Warranty Period made necessary because of any of the foregoing causes at Digital Ally's standard rates for repair of Products not under warranty.

Batteries are consumables and are covered for failure hereunder during the first 90 days following Product purchase only. Digital Ally software is not covered under this Warranty. Refer to the applicable Digital Ally software license agreement for more information regarding Customer's use of Digital Ally software.

It is Customer's responsibility to: (i) properly install and perform routine maintenance on the Products and Product components; (ii) cooperate with Digital Ally in attempting to resolve any problems with the Products using online communications, email, or telephone; (iii) appoint an administrator with the technical knowledge necessary to install and perform routine maintenance on the Products, and perform basic troubleshooting on the Products, and (iv) to comply with all laws regarding the use of the Product, and Customer assumes responsibility for the foregoing.

Limitations:

Digital Ally is not, and shall not be, liable for any damages or personal injuries arising out of or relating to Customer's deployment, use, or misuse of the Products, and Customer assumes the risk from its purchase and use of the Product. Harmful personal contact with a Product might occur in the event of violent maneuvers, collisions, or similar circumstances, even if the Product was properly installed and used, and Digital Ally specifically disclaims any liability therefrom.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN, OR ORAL, THAT EXTEND BEYOND THIS WARRANTY. OTHER THAN THIS WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DESIGN, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR FREE OR ACHIEVE ANY INTENDED RESULT. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY CUSTOMER ARISING FROM OR RELATING TO THIS WARRANTY OR THE SALE, USE, OR INSTALLATION OF THE PRODUCTS, WHETHER OR NOT DIGITAL ALLY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT DIGITAL ALLY'S CUMMULATIVE LIABILITY TO ANY PARTY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE PRODUCTS SHALL NOT EXCEED THE PURCHASE PRICE PAID TO DIGITAL ALLY FOR THE SPECIFIC PRODUCT IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS HEREIN AND ELSEWHERE IN THIS LIMITED WARRANTY, AND EACH DISCLAIMER, LIMITATION, AND EXCLUSION WILL APPLY, INCLUDING WITHOUT LIMITATION, THE CONSEQUENTIAL DAMAGES WAIVER, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE DISCLAIMERS, LIMITATIONS, AND EXCLUSIONS CONTAINED HEREIN ARE PART OF THE CONSIDERATION FOR THE AGREED UPON PRICE OF THE PRODUCTS.

General:

Digital·Ally®
CAPTURE TRUTH

Any goods sold to Customer that are not manufactured by Digital Ally are not warranted by Digital Ally. With regard to such goods, Digital Ally agrees to pass along the manufacturers' warranties on such goods to Customer, to the fullest extent permitted by such manufacturers' warranties, and Customer agrees to accept such manufacturers' warranties as its sole and exclusive remedy in case of defects in such goods.

This Warranty is not transferable. All parts of this Warranty apply to the maximum extent permitted by applicable law or unless prohibited by applicable law. **If statutory or implied warranties cannot be lawfully disclaimed by applicable law, than all such warranties are limited to the duration of this Warranty and are further limited to and by the other provisions contained in this Warranty.**

PLUMSTED TOWNSHIP

121 EVERGREEN RD
NEW EGYPT, NJ 08533
PHONE 609-758-2241 x113
FAX 609-758-0123

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

NO. 21-00402

ORDER DATE: 05/05/21
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM: BRC

SHIP TO

PLUMSTED TOWNSHIP FINANCE
121 EVERGREEN RD
NEW EGYPT, NJ 08533

VENDOR

VENDOR #: DIGIT005

DIGITAL ALLY, INC
15612 COLLEGE BLVD
LENEXA, KS 66219

Phone: (800)440-4947

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #21-6006463 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	BODY CAMERAS - PD INVOICE #1117353 (14) BODY CAMERAS @ $595.00 = $8,330.00 ACTIVATION FEE $450.00 SERVER SOFTWARE $1,695.00 SHARE PORTAL $399.00 DOCKING KIT $2,995.00 1 YEAR WARRANTY RESOLUTION 2021-187 NOT TO EXCEED $14,019.00	T-15-56-850-828 RESERVE FOR MUNICIPAL BUILDING DONATIONS	745.0000	745.00
1.00	BODY CAMERAS - PD	T-16-56-850-801 RESERVE LAW ENFORCEMENT EXPS.	4,089.4700	4,089.47
1.00	BODY CAMERAS - PD	C-04-55-810-913 ORDINANCE 2020-07 EQUIP & VEHICLES	9,184.5300	9,184.53
			TOTAL	14,019.00

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CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X _____
VENDOR SIGN HERE

Staff Accountant 7/14/21
OFFICIAL POSITION DATE

20-00642 69
TAX ID NO. OR SOCIAL SECURITY NO.

OFFICER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

_____
DEPT. HEAD DATE

VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER.
MAIL VOUCHER & ITEMIZED BILLS TO:

PLUMSTED TOWNSHIP
121 EVERGREEN RD
NEW EGYPT, NJ 08533
PHONE 609-758-2241 x113
FAX 609-758-0123

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.

Shaun Lowe
DEP TREASURER/PURCHASING AGENT

_____
CHIEF FINANCIAL OFFICER

PLUMSTED TOWNSHIP

121 EVERGREEN RD
NEW EGYPT, NJ 08533
PHONE 609-758-2241 x113
FAX 609-758-0123

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

NO. 21-00402

ORDER DATE: 05/05/21
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM: BRC

SHIP TO

PLUMSTED TOWNSHIP FINANCE
121 EVERGREEN RD
NEW EGYPT, NJ 08533

VENDOR

VENDOR #: DIGIT005

DIGITAL ALLY, INC
15612 COLLEGE BLVD
LENEXA, KS 66219

Phone: (800)440-4947

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #21-6006463 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
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1.00	BODY CAMERAS - PD	T-16-56-850-801 RESERVE LAW ENFORCEMENT EXPS.	4,089.4700	4,089.47
1.00	BODY CAMERAS - PD	C-04-55-810-913 ORDINANCE 2020-07 EQUIP & VEHICLES	9,184.5300	9,184.53
			TOTAL	14,019.00

BVC Grant

COPY 2

W-9 + BRC

TOWNSHIP OF PLUMSTED

121 EVERGREEN RD
NEW EGYPT, NJ 08533
TEL (609) 758-2241 Ext 115

PURCHASE ORDER NO.
21-00402
THIS IS NOT AN AUTHORIZATION TO PURCHASE

REQUISITION

Vendor: Digital Ally Street:	Deliver To:	Date: 5/5/21 Vendor No: DA-17005
City: State: Zip:	☐ REGULAR ☐ EMERGENCY ☐ BID/QUOTE ☐ CONFIRMATION	
Purpose:	☐ STATE CONTRACT No.	

QUANTITY	ITEM NO.	GOODS OR SERVICES	UNIT PRICE	TOTAL
14		Body cameras for Police		
		Activation Fee, Software, share portal		
		1 yr warranty included		$14,019.00
		Res-2021-		
		CAF		
		Mun. Bldg (Police)		
		~~Police~~ Donations $745.- T-15-56-850-828		
		Law Enforcement Trust $4,089.47 T-16-56-850-801		
		Capital Ord #		
		Ord. 2020-07 C-04-55-810-913 $9,184.53		

REQUESTED BY

DEPARTMENT HEAD

AUTHORIZED: MAYOR OR DEPUTY MAYOR

PURCHASING AGENT OR CHIEF FINANCIAL OFFICER

PLUMSTED TOWNSHIP

121 EVERGREEN RD
NEW EGYPT, NJ 08533
PHONE 609-758-2241 x113
FAX 609-758-0123

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.

NO. 21-00402

ORDER DATE: 05/05/21
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM: BRC

SHIP TO

PLUMSTED TOWNSHIP FINANCE
121 EVERGREEN RD
NEW EGYPT, NJ 08533

VENDOR

VENDOR #: DIGIT005

DIGITAL ALLY, INC
15612 COLLEGE BLVD
LENEXA, KS 66219

Phone: (800)440-4947

PAYMENT RECORD

CHECK NO.

DATE PAID

NOTICE: TAX ID #21-6006463 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	BODY CAMERAS - PD INVOICE #1117353 (14) BODY CAMERAS @ $595.00 = $8,330.00 ACTIVATION FEE $450.00 SERVER SOFTWARE $1,695.00 SHARE PORTAL $399.00 DOCKING KIT $2,995.00 1 YEAR WARRANTY RESOLUTION 2021-187 NOT TO EXCEED $14,019.00	T-15-56-850-828 RESERVE FOR MUNICIPAL BUILDING DONATIONS	745.0000	745.00
1.00	BODY CAMERAS - PD	T-16-56-850-801 RESERVE LAW ENFORCEMENT EXPS.	4,089.4700	4,089.47
1.00	BODY CAMERAS - PD	C-04-55-810-913 ORDINANCE 2020-07 EQUIP & VEHICLES	9,184.5300	9,184.53
			TOTAL	14,019.00

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RESOLUTION NO. 2021-187

RESOLUTION OF THE TOWNSHIP OF PLUMSTED COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZE AN AGREEMENT WITH DIGITAL-ALLY FOR 14 BODY-WORN CAMERAS FOR PLUMSTED POLICE DEPARTMENT

WHEREAS, the Township of Plumsted needs to purchase body-worn cameras for the Plumsted Township Police Department in order to comply with new legislation effective June 1, 2021 under Assembly Bill No. 4312 and Senate Bill No. 1163; and

WHEREAS, three (3) quotes were received by the Township of Plumsted for 14 body-worn cameras for the Plumsted Township Police Department; and

WHEREAS, it has been determined that Digital-Ally submitted the lowest, responsible proposal for body-worn cameras; and

WHEREAS, it is the desire of the Mayor and Township Committee of the Township of Plumsted to authorize an agreement with Digital-Ally for the purchase of 14 body-worn cameras for the Plumsted Township Police Department in the amount of $14,019.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Plumsted, County of Ocean, State of New Jersey, as follows:

1. That the Mayor and Township Committee of the Township of Plumsted do hereby accept the proposal from Digital-Ally for the purchase of 14 body-worn cameras for the Plumsted Township Police Department in an amount not to exceed $14,019.00.

3. That a certificate of availability of funds executed by the Chief Financial Officer is annexed hereto.

4. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer, the Plumsted Township Police Department and Digital-Ally.

NAME	BOWEN	GRILLETTO	TROTTA	SORCHIK	MARINARI
AYES	X	X	X	X	X
ABSTAIN					
NAYS					
ABSENT					

CERTIFICATION

I, JENNIFER WITHAM, Municipal Clerk of the Township of Plumsted, do hereby certify that the foregoing resolution was duly adopted by the Plumsted Township Committee at a meeting held on the **5th** day of **MAY, 2021.**

Jennifer Witham

JENNIFER WITHAM, RMC, CMR
Municipal Clerk

RESOLUTION NO. 2021-187

CERTIFICATION OF AVAILABILITY OF FUNDS

I, June d. Madden, Chief Financial Officer, for the Township of Plumsted, do hereby certify that adequate funds are available in the 2021 Budget to enter into an agreement with Digital Ally for 14 body-worn cameras, activation fee, software, share portal including a one-year warranty in an **amount not to exceed $14,019.00.** Township funds are available for this project in the following accounts:

CAPITAL ORDINANCE 2020-07
C-04-55-810-913
Amount Not to Exceed $9,184.53

MUNICIPAL BUILDING DONATIONS (POLICE)
T-15-56-850-828
Amount Not to Exceed $745.00

LAW ENFORCEMENT TRUST FUND
T-16-56-850-801
Amount Not to Exceed $4,089.47

Date: May 5, 2021

June d. Madden

June d. Madden, CMFO
Chief Financial Officer

Digital-Ally™
CAPTURE TRUTH

Quote	QUO-33567-G9J5T4
Date	2/10/2021
Page	1

15612 College Blvd
Lenexa, KS 66219
1-800-440-4947 www.digitalallyinc.com

Customer:

Plumsted Township Police Department
Earl Meroney
2 Cedar Street
New Egypt, NJ 08533

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
PLUNJ1	PD	FEDERAL EXPRESS	Net 30	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
1	001-00184-LOCAL	Kit, FVHD Dock V3, LOCAL	$2995.00	$0.00		$2,995.00
14	001-00245-11	FirstVuHD FS Chest Camera 11" Kit	$595.00	$0.00	$0.00	$8,330.00
15	012-00042-00	Activation Fee	$30.00	$0.00	$0.00	$450.00
1	012-00069-00	Share Portal	$399.00	$0.00		$399.00
1	860-00152-00	VuVault Server Software	$1695.00	$0.00	$0.00	$1,695.00

Notes:

Activation fee includes:
- One year advanced exchange warranty activation.
- Support for the life of the product
- Remote Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- System Administrator & Troubleshooting Training
- Implementation Document Packet
- Go Live - Follow-up Review Session

Total Discount	$0.00
Subtotal	$13,869.00
Misc	
Tax	$0.00
Freight	$150.00
Total	**$14,019.00**

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire

agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

7. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS

AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT. 9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:
http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your

jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms 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.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. 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 these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all

Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the TradeIn Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS ($10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately

responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS ($10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

RESOLUTION NO. 2021-187

CERTIFICATION OF AVAILABILITY OF FUNDS

I, June d. Madden, Chief Financial Officer, for the Township of Plumsted, do hereby certify that adequate funds are available in the 2021 Budget to enter into an agreement with Digital Ally for 14 body-worn cameras, activation fee, software, share portal including a one-year warranty in an **amount not to exceed $14,019.00.** Township funds are available for this project in the following accounts:

CAPITAL ORDINANCE 2020-07
C-04-55-810-913
Amount Not to Exceed $9,184.53

MUNICIPAL BUILDING DONATIONS (POLICE)
T-15-56-850-828
Amount Not to Exceed $745.00

LAW ENFORCEMENT TRUST FUND
T-16-56-850-801
Amount Not to Exceed $4,089.47

Date: May 5, 2021

June Madden

June d. Madden, CMFO
Chief Financial Officer

BRADLEY D. BILLHIMER
Ocean County Prosecutor

JOSEPH F. MITCHELL
Chief of Detectives

MICHAEL T. NOLAN, JR.
First Assistant Prosecutor

ROBERT J. ARMSTRONG
Deputy First Assistant

OFFICE OF THE PROSECUTOR
Courthouse Annex Building
119 Hooper Avenue
P.O. Box 2191
Toms River, New Jersey 08754-2191
732-929-2027

February 4, 2021

Earl E. Meroney, Jr.
Chief of Police
Plumsted Township Police Department
2 Cedar Street
New Egypt, New Jersey 08533

RE: Expenditure of Forfeiture Funds

Dear Chief Meroney:

I am in receipt of the following letter in which your police department requests approval to spend money from your department's Law Enforcement Trust Account (LETA):

February 4, 2021 - $4,500.00 for the purchase of Body-Worn Cameras for use by your police officers.

The Attorney General's Standard Operating Procedure 4:2A states that funds held in a LETA shall only be used for law enforcement purposes. Your request falls within the ambit of a law enforcement purpose and is approved.

Sincerely,

Bradley D. Billhimer
Prosecutor

c: file

Digital-Ally™

Invoice	1117353
Date	5/20/2021
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15612 College Blvd
Lenexa KS 66219

Bill To:

Plumsted Township Police Department
Jennifer Witham
2 Cedar Street
New Egypt NJ 08533

Ship To:

Plumsted Township Police Department
Jennifer Witham
2 Cedar Street
New Egypt NJ 08533

Purchase Order No.	Customer ID	Salesperson	Tracking No.	Shipping Method	Terms	Req Ship Date	Master No.
WITHAM	PLUNJ1	PD	945091657478,945091657	FEDERAL EXPRES	Net 30	5/20/2021	270,891

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
14	14	0	001-00245-11	FirstVuHD FS Chest Camera 11" Kit	$0.00	$595.00	$8,330.00
			Y261620340809	2120 1			
			Y261620340695	2120 1			
			Y261620340687	2120 1			
			Y261620340951	2120 1			
			Y261620340585	2120 1			
			Y261620340519	2120 1			
			Y261620340568	2120 1			
			Y261620340395	2120 1			
			Y261620410661	2120 1			
			Y261620340017	2120 1			
			Y261620340641	2120 1			
			Y261620340798	2120 1			
			Y261620340554	2120 1			
			Y261620340805	2120 1			
15	15	0	012-00042-00	Activation Fee	$0.00	$30.00	$450.00
1	1	0	860-00152-00	VuVault Server Software	$0.00000	$1,695.00000	$1,695.00
1	1	0	012-00069-00	Share Portal	$0.00	$399.00	$399.00
1	1	0	001-00184-LC	Kit, FVHD Dock V3, LOCAL	$0.00	$2,995.00	$2,995.00
			ECA3-87BD	1			
14	14	0	001-00179-00	FVHD DVR w/ Ext Battery Kit-R	$0.00	$0.00	$0.00
			05D2-3D74	1			
			05D2-3EB8	1			
			05D2-3AA3	1			
			05D2-3EB9	1			
			05D2-3F37	1			
			05D2-3ECB	1			
			05D2-3D70	1			
			05D2-3E7A	1			

Digital-Ally™

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15612 College Blvd
Lenexa KS 66219

Bill To:

Plumsted Township Police Department
Jennifer Witham
2 Cedar Street
New Egypt NJ 08533

Ship To:

Plumsted Township Police Department
Jennifer Witham
2 Cedar Street
New Egypt NJ 08533

Purchase Order No.	Customer ID	Salesperson	Tracking No.	Shipping Method	Terms	Req Ship Date	Master No.
WITHAM	PLUNJ1	PD	945091657478,9450916574	FEDERAL EXPRES	Net 30	5/20/2021	270,891

Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
			05D2-3DBE	1			
			05D2-3ED0	1			
			05D2-3A9D	1			
			05D2-3A53	1			
			05D2-3F6B	1			
			05D2-3D6D	1			
1	1	0	007-10104-01	Shield - Hand & Skin Cleanser - 2oz	$4.95000	$4.95000	$0.00
			20220206	1			

Questions? Contact AR@digitalallyinc.com or 913-814-7774
Please Remit Payment to:
P.O. Box 413183
Kansas City, MO 64141-3183
Free Online Payment: https://pay.digitalallyinc.com/payments/index.cfm

Standard terms and conditions for this transaction are enclosed.

Subtotal	$13,869.00
Misc	$0.00
Tax	$0.00
Freight	$150.00
Trade Discount	$0.00
Total	$14,019.00

Digital-Ally™

CAPTURE TRUTH

TERMS OF SALE

Your purchase of the goods sold hereunder ("**Products**") from Digital Ally, Inc., a Nevada corporation (collectively, with its parents, subsidiaries and affiliates, "**Seller**") will be governed by the following terms of sale agreement ("**Terms**"). You will be referred to throughout these Terms as "**you**" or "**Customer**".

1. **Payment for the Products**. Payment terms are cash on delivery, except where credit has been established and maintained to Seller's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You will be responsible for all costs Seller incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs. Any discrepancy between any Order placed under these Terms and Seller's corresponding shipment or shipments, must be reported to Seller for resolution within ten (10) days of Seller's invoice date, except for price discrepancies which must be reported to Seller for resolution within thirty (30) days of Seller's invoice date. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Seller with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

2. **Shipment, Risk of Loss, and Title**. Seller will use commercially reasonable efforts to comply with your shipping instructions. Unless otherwise stated by Seller in an Order, all shipments will be F.O.B. Destination, with shipping costs and insurance fees, if any, to be paid by Customer and included in Seller's invoice to you. If Customer's shipping account is utilized, such shipments will be shipped F.O.B. Origin. Seller is not responsible for any duty or customs fees and you may be invoiced separately for these charges.

3. **Acceptance; Claims for Shortage, Damage, or Non-Conformity**. Delivered Products will be deemed accepted upon the earlier of your formal acceptance of the Products or the expiration of 30 days from delivery of the Products ("**Acceptance of the Products**"). If you discover upon initial inspection of the Products that (a) some or all of the Products are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Seller of your rejection of the goods within 30 days from the delivery date, after which notice Seller shall have a reasonable opportunity to cure any non-conformance with your Order. Claims for shortages in shipment or claims for damage to goods during shipping will not be considered unless written notice is given to Seller within 10 days from date of receipt of the Products. All Products must be inspected prior to disposing of packaging materials, with packing materials to be maintained if there is a claim for damage during shipping.

4. **Security Interest**. You hereby grant Seller a security interest in the Products to secure your payment obligation to Seller under this sale, pursuant to these Terms. You hereby authorize Seller to file such UCC financing statements in such jurisdictions as Seller deems appropriate to perfect the security interest granted hereby.

5. **Excusable Delays**. Seller will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Seller's reasonable control, including without limitation, those delays arising from product manufacture and shipping (each, a "**force majeure**").

6. **Limited Warranty**. SELLER'S REPAIR OR REPLACEMENT WARRANTY ON THE GOODS PROVIDED UNDER THE ORDER IS SET OUT IN A SEPARATE STATEMENT (THE "**LIMITED WARRANTY**"), WHICH SETS FORTH THE ONLY WARRANTY APPLICABLE TO THE GOODS SOLD UNDER THIS ORDER. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND SELLER'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. SELLER DOES NOT WARRANT THAT THE PRODUCTS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A CLAIM ARISING FROM OR RELATING TO THE ORDER OR PRODUCTS WILL BE THE REPAIR OR REPLACEMENT OF THE PRODUCTS. The Limited Warranty is posted on the Seller's website at the following website address: https://www.digitalallyinc.com/limited-warranty/. The Limited Warranty provides you with warranty support from Seller's offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 12 of these Terms) at the place where the Products are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Seller. Failure to properly maintain the Products may void the Limited Warranty.

7. **Disclaimer**. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER, ITS SUBSIDIARIES, AFFILIATES, AND THEIR AGENTS (COLLECTIVELY, "**SELLER PARTIES**") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO AN ORDER FOR THE PRODUCTS, THE PRODUCTS, SHIPMENT OF THE PRODUCTS, OR THESE TERMS (INCLUDING, WITHOUT LIMITATION, SITUATIONS REFERENCED IN PARAGRAPHS 5, 13, AND 14 OF THESE TERMS), WHETHER OR NOT A SELLER PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE PRODUCTS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO SELLER FOR THE SPECIFIC PRODUCTS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.

8. **Compliance with Laws**. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Products purchased under these Terms. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Seller of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

9. Customer Use. You assume all responsibilities for the suitability and the results of using the Products alone or in combination with other articles, and in circumstance, process or procedure. You will indemnify, defend, and hold harmless Seller Parties from and against any claims, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning (i) your use of the Products under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

10. Changes to the Terms. The Terms in effect at the time you place a purchase order for the goods sold hereunder will apply to such purchase order and goods. Seller reserves the right to make changes to these Terms from time to time.

11. Governing Law; Jurisdiction and Venue; Time to File Claims. These Terms, including all disputes arising from or relating to an Order for Products, shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any claim arising out of or relating to this Order, the Products, or these Terms 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. Any cause of action you may have arising out of or relating to these Terms, including, without limitation, an Order or the Products, must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

12. Authority; Administrator. You warrant and represent to Seller that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. 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 these Terms, and that you agree to these Terms on the entity's behalf. You agree to appoint a primary administrator (**"Primary Administrator"**) with the technical knowledge necessary to install and perform routine maintenance on the Products, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Products.

13. Trade-ins. If, as part of your Order, Seller agrees in writing to accept a trade-in from you (**"Trade-In"**) and offers you a discount on a new Order for an equipment trade-in (**"Trade-In Program"**), or if Seller otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment (**"Trade-In Offer"**), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded (**"Traded Equipment"**); (ii) you will follow all Seller and carrier shipping rules in returning the Traded Equipment to Seller; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Seller immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Seller's sole discretion; and (v) if the Traded Equipment is not returned to Seller so as to be received by Seller within thirty (30) days of the date of delivery of the new equipment you have received from Seller as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Trade-In Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded

Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS ($10.00).

14. Advance Exchange Program. If your Order includes participation in Seller's Advance Exchange Program, offered in conjunction with Seller's Limited Warranty, Seller will send you the replacement for Products replaced pursuant to the terms of the applicable Seller Limited Warranty in advance of receiving the Products Seller has agreed in writing to replace for you (**"Replaced Products"**). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Products; (ii) you will follow all Seller and carrier shipping rules in returning the Replaced Products to Seller; (iii) the return of Products is final and that by participating in the Advance Exchange Program, ownership of the Replaced Products is transferred irrevocably to Seller immediately, the Replaced Products will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Products to Seller with no possibility of return; (iv) you are giving Seller permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Products in Seller's sole; and (v) you will ship the Replaced Products back to Seller within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Products to Seller within such thirty (30) day period, Seller may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Products to Seller; or (ii) pay to Seller the original purchase price of the Replaced Products. If you fail to return the Replaced Products to Seller for a period exceeding ninety (90) days, Seller may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Seller an amount equal to the original purchase price of the Replaced Products. When returning the Replaced Products, you must return all parts and accessories comprising of the Replaced Products, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Products not returned, which will be charged on a pro-rata basis in accordance with the value that Seller in its discretion assigns to the parts and accessories not returned. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SELLER PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS ($10.00).

15. Exclusion of Other Terms; Entire Agreement; Miscellaneous. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a Customer purchase order) will be void and of no effect unless expressly accepted in writing by Seller. Seller's sales invoice, any applicable warranty accompanying the Products, these Terms, and any special conditions agreed to in writing and signed by you and Seller are incorporated and collectively referred to herein as the **"Order"**, which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Seller (**"Additional Agreement(s)"**), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies. If your purchase includes a license or licenses to permit you to use Seller software, the terms of the software license(s) provided to you by Seller shall apply to such software. Captions and paragraph headings have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

Digital-Ally™
CAPTURE TRUTH

Quote	QUO-33567-G9J5T4
Date	2/10/2021
Page	1

15612 College Blvd
Lenexa, KS 66219
1-800-440-4947 www.digitalallyinc.com

Customer:

Plumsted Township Police Department
Earl Meroney
2 Cedar Street
New Egypt, NJ 08533

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
PLUNJ1	PD	FEDERAL EXPRESS	Net 30	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
1	001-00184-LOCAL	Kit, FVHD Dock V3, LOCAL	$2995.00	$0.00		$2,995.00
14	001-00245-11	FirstVuHD FS Chest Camera 11" Kit	$595.00	$0.00	$0.00	$8,330.00
15	012-00042-00	Activation Fee	$30.00	$0.00	$0.00	$450.00
1	012-00069-00	Share Portal	$399.00	$0.00		$399.00
1	860-00152-00	VuVault Server Software	$1695.00	$0.00	$0.00	$1,695.00

Notes:

Activation fee includes:
- One year advanced exchange warranty activation.
- Support for the life of the product
- Remote Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- System Administrator & Troubleshooting Training
- Implementation Document Packet
- Go Live - Follow-up Review Session

Total Discount	$0.00
Subtotal	$13,869.00
Misc	
Tax	$0.00
Freight	$150.00
Total	**$14,019.00**

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as **"you"**.

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire

agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

7. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS

AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT. 9. Warranty; Limitations on Remedies. Digital Ally's repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the following website address:
http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and against any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of applicable law by you. This indemnification will survive the expiration or termination of this Order.

11. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your

jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms 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.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. 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 these Terms, and that you agree to these Terms on the entity's behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all

Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the TradeIn Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS ($10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately

responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS ($10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

Digital-Ally™
CAPTURE TRUTH

Quote	QUO-[illegible]
Date	1/27/2021
Page	1

15612 College Blvd
Lenexa, KS 66219
1-800-440-4947 www.digitalallyinc.com

Aftermarkets

Customer:

Plumsted Township Police Department
Earl Meroney
2 Cedar Street
New Egypt, NJ 08533

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
PLUNJ1	PD	FEDERAL EXPRESS	Subscription	Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
10		5-Year Sub Plan w/ 90-Day Retention (Includes (10) EVO/FVHD Kits, (10) Mini Docks, (10) Users, All Other Licenses)	$1824.00	$0.00		$18,240.00
4		5-Year Sub Plan w/ 90-Day Retention (Includes (4) FVHD Kits, (4) Mini Docks, (4) Users, All Other Licenses)	$492.00	$0.00		$1,968.00
1		100 GB Long Term Cloud Storage	$63.00	$0.00		$63.00

Notes:

Activation:
- Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- **Product Support for Life of Product**

60 Month Subscription Plan Includes:
- 10 Complete EVO-HD Kits
- 14 Complete FVHD Kits
- 14 Mini Docking Stations
- 14 Users
- **1 Free Battery Replacement @18/mos.**
- **1 Free full FVHD Body Camera Refresh @ 36 months**
- **5-Year Advanced Exchange Warranty on EVOs & FVHDs**
- All Cloud Licenses on 90-Day Retention Plan
- Security Groups & Granular Permission Controls
- Event Tagging, Notations, Playback Review, & Reporting
- **Case Management & GPS Mapping**
- **Full Access to Share Portal**
- **Full Access to Prosecution Portal**
- **Full Access to Automatic Redaction Software**

Subscription Notes:
- Additional Storage Purchased in Block of 100GB for $63 Per Year.
- Accessories Not in EVO or FVHD Purchased Separately.
- Turnkey Services Sold Separately @ $2,000.00
- Installation Sold Separately @ $499.00 Per Install
- Optional Removal of Existing System Sold Separately @ $75.00 Per System
- **Applicable Taxes and Freight Due Upfront**

Total Discount	
Subtotal	$20,271.00
Misc	
Tax	$0.00
Freight	$480.00
Total	**$20,751.00**

Annual Subscription Breakdown:
(First Year Includes Hardware, Extra Storage, and Freight)
(2nd-5th Year Cost Includes Extra Storage)

1st Year=$ 20,751.00

2nd Year=$ 20,271.00

3rd Year=$ 20,271.00

4th Year=$ 20,271.00

5th Year=$ 20,271.00

5-Year Total = $ 101,835.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

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1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

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http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf The Limited Warranty provides you with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.

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17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are

solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the TradeIn Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS ($10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the

Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.(b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS ($10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

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Date	1/13/2021
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15612 College Blvd
Lenexa, KS 66219
1-800-440-4947 www.digitalallyinc.com

Customer:

Plumsted Township Police Department

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Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
PLUNJ1	PD			Crystal Kaltenbach	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
14	001-00245-11	FirstVuHD FS Chest Camera 11" Kit	$595.00	$0.00	$0.00	$8,330.00
14	012-00042-00	Activation Fee	$30.00	$0.00	$0.00	$420.00
1	860-00152-00	VuVault Server Software	$1695.00	$0.00	$0.00	$1,695.00

Notes:

1-Year Advanced Exchange Warranty on FVHD Kits
1 - VuVault software - One Time Purchase
14 - Activation Fees
- Warranty Activation
- Support for the life of the product
- Remote Product Setup & Configuration
- Dedicated Project Manager
- Best Practices & Implementation Planning Session
- System Administrator & Troubleshooting Training
- Implementation Document Packet
- Go Live - Follow-up Review Session

Total Discount	$0.00
Subtotal	$10,445.00
Misc	
Tax	$0.00
Freight	$150.00
Total	**$10,595.00**

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as **"you".**

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire