

## SUBSCRIPTION AGREEMENT

This Agreement is entered into by and between the Bakersfield Police Department (“Client”) and Visual Labs, Inc., a Delaware corporation (“Visual Labs”), as of the date it is signed by authorized representatives of both Parties (“Effective Date”).

Visual Labs will provide Client twelve (12) smartphones (the “Devices”) which will have the Visual Labs body camera application (the “Application”) installed on each Device. The Devices will be deployed on Client employees and will be used primarily as a body worn camera to record the audio and video of interactions between Client employees and the general public. While the Visual Labs Application is engaged, each Device will also record, and in certain cases transmit, the physical location (i.e. latitude and longitude) of the Device. The Devices shall be used by Client during an “Evaluation Period” which shall begin on the Effective Date and shall end on January 31, 2019 or otherwise upon mutual agreement of Client and Visual Labs. Client agrees to comply with all federal, state and local laws, rules and regulations with respect to the use of the Visual Labs software.

Each Device may be housed in a smartphone case or other mounting solution. It is the sole responsibility of Client, and not Visual Labs, to verify that each Device and the mounting solution are appropriate for their employees and that they do not interfere with the duties of, or compromise the safety of, the employees on which each Device is deployed. Client shall not be responsible for normal wear and tear of the Devices or cases, but shall be responsible if any Device or case are lost, stolen or damaged. At the conclusion of the Evaluation Period, Client shall promptly return the Devices and cases to Visual Labs.

It is understood by Client that certain “real time” Services (e.g. live streaming) require a reasonably strong connection to the internet. It is further understood that certain areas in which the Devices will be deployed may not support the required connection to the internet for certain Services.

The default retention period for all Client footage shall be one (1) year. Visual Labs shall retain all Client footage on the Visual Labs system, and shall provide Client access to such footage at no cost, through September 30, 2019, or such later date as may be agreed upon between Client and Visual Labs.

The Visual Labs Application and the content on the Visual Labs website is, and will remain, the sole and exclusive property of Visual Labs. Client will not copy, transfer, distribute, decompile, disassemble, or reverse engineer the Application or any content on the Visual Labs website.

All content taken by Client using the Visual Labs software will remain the sole and exclusive property of Client. Client grants Visual Labs a license to view and otherwise use the content as needed to support Client.

In no event will Visual Labs be liable for any loss of data, lost profits, lost revenue, or indirect, incidental, punitive, special, exemplary, or consequential damages arising in connection with use of the Visual Labs software by Client.

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**Fees**

**Implementation and Training Fee**

Visual Labs will not charge an implementation and training fee with respect to the Evaluation Period.

**Subscription Fee**

Visual Labs will not charge a subscription fee for the Services during the Evaluation Period.

**Usage**

The Services include (i) up to two thousand (2,000) hours of video uploaded; (ii) up to two thousand (2,000) hours of audio recordings uploaded; (iii) up to twenty-five (25) hours of live streaming video; and (iv) up to two thousand (2,000) photos taken via the photo sequence function or the incident reporting function. Visual Labs will notify Client if it exceeds eighty percent (80%) of the above stated allowances.

**Maximum Website User Limit**

Client shall be able to designate up to twenty (20) individuals to receive login credentials and use the Visual Labs website. The designated users of the system may be changed at Client's discretion, provided that no more than the maximum allowed number of users are designated at any one time.

Fees for any Services beyond the Evaluation Period shall be based upon a mutual written agreement between Client and Visual Labs.

The Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

CLIENT: Bakersfield Police Department

VISUAL LABS, INC., a Delaware corporation

By (Signature):  #953

By (Signature): 

Name (Printed): JEREMY BLAKENORE

Name (Printed): Alexander R. Popof

Title: LIEUTENANT

Title: Chief Executive Officer

Date: 11/26/18

Date: 11-26-18