

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5480

Sponsor(s): Theresa Cass Galvin

Date: December 21, 2020

| | | | | | | | | | | | | | |
|---|--|---|----------|--|-------------|--|-------------|--|----------|--|-------------------------------|---|--|
| <p>SUBJECT</p> | <p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: Appropriating an additional \$21,520 in CARES Act funding for use by the County Executive and Public Works/Facilities to pay unanticipated COVID-19 costs for PPE, plexiglass shields, and additional thermal monitors at County facilities.</p> | | | | | | | | | | | | |
| <p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p> | <table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$21,520</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td>\$1,407,354</td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$1,428,874</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$21,520</td> </tr> <tr> <td>Source of funding (name of fund) and account code number: FROM: 040-9999-32810 CARES Act Fund, Undesignated Fund Balance</td> <td>FROM ACCT: \$21,520</td> </tr> <tr> <td>TO: CARES Act Fund 040-1001-57170 County Executive's Office – Medical and Dental Supplies 040-1001-56130 County Executive's Office – Freight & Drayage 040-1204-57370 Facilities Mgmt Kansas City – Building Operating Supplies Total:</td> <td>TO ACCT: \$5,710 \$325 \$15,485 \$21,520</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use:</p> <p>Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A</p> | Amount authorized by this legislation this fiscal year: | \$21,520 | Amount previously authorized this fiscal year: | \$1,407,354 | Total amount authorized after this legislative action: | \$1,428,874 | Amount budgeted for this item * (including transfers): | \$21,520 | Source of funding (name of fund) and account code number: FROM: 040-9999-32810 CARES Act Fund, Undesignated Fund Balance | FROM ACCT: \$21,520 | TO: CARES Act Fund 040-1001-57170 County Executive's Office – Medical and Dental Supplies 040-1001-56130 County Executive's Office – Freight & Drayage 040-1204-57370 Facilities Mgmt Kansas City – Building Operating Supplies Total: | TO ACCT: \$5,710 \$325 \$15,485 \$21,520 |
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| Total amount authorized after this legislative action: | \$1,428,874 | | | | | | | | | | | | |
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| <p>PRIOR LEGISLATION</p> | <p>Prior ordinances and (date): Various (#5351, #5367, #5445, #5453, #5337, #5434) Prior resolutions and (date):</p> | | | | | | | | | | | | |
| <p>CONTACT INFORMATION</p> | <p>RLA drafted by Troy Schulte, County Administrator at 881-1079</p> | | | | | | | | | | | | |
| <p>REQUEST SUMMARY</p> | <p>This ordinance appropriates an additional \$21,520 in CARES Act funding to the County Executive and Facilities Division for the purchase of various basic needs of the County to address the COVID-19 pandemic. An additional \$15,485 for additional plexiglass screening at various County locations; \$3,370 for hand sanitizer at various county locations; and \$2665 for two additional thermal screening machines for the Truman and Eastern Jackson County Courthouses. Previous ordinances have allocated a total of \$1,407,354 for County-wide purchases of PPE, health screenings, legal assistance, plexiglass barriers, cleaning, video equipment and computer hardware and software.</p> | | | | | | | | | | | | |
| <p>CLEARANCE</p> | <p><input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)</p> | | | | | | | | | | | | |
| <p>COMPLIANCE</p> | <p><input type="checkbox"/> MBE Goals <input type="checkbox"/> WBE Goals N/A</p> | | | | | | | | | | | | |

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|-------------|--|--|
| | <input type="checkbox"/> VBE Goals | |
| ATTACHMENTS | See attached budget summary | |
| REVIEW | Department Director: <i>Whitehill</i> | Date: <i>12/17/20</i> |
| | Finance (Budget Approval): <i>If applicable</i> | APPROVED By Mark Lang at 2:49 pm, Dec 15, 2020 |
| | Division Manager: <i>[Signature]</i> | Date: <i>12/16/2020</i> |
| | County Counselor's Office: <i>[Signature]</i> | Date: <i>12/17/20</i> |

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this appropriation are available from the source indicated below.

| Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|---|-----------------------|
| 040-9999-32810 | CARES Act Fund, Undesignated Fund Balance | \$21,520 |

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation are available from the source indicated below.

Date: December 15, 2020

Ord # 5480

| Department / Division | Character/Description | From | To |
|--------------------------------|-----------------------------------|-----------|-----------|
| 040 CARES Act | | | |
| 9999 - | 32810 Undesignated Fund Balance | \$ 21,520 | \$ - |
| 1001 County Executive's Office | 57170 Medical & Dental Supplies | - | 5,710 |
| 1001 County Executive's Office | 56130 Freight & Drayage | - | 325 |
| 1204 Fac. Mgmt Kansas City | 57370 Building Operating Supplies | - | 15,485 |
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| | | \$ 21,520 | \$ 21,520 |

APPROVED
By Mark Lang at 2:49 pm, Dec 15, 2020

Budget Office

Dec. 8, 2020

| Vendor | Item | Location | Account # | Total |
|----------------------|--|--|----------------|--------|
| Binswanger | Clr Polycarbonate Shields w/labor and accessories | DTCH: Assessment Department-1M | 040-1204-57370 | 12,660 |
| Binswanger | Clr Polycarbonate Shields w/labor and accessories | DTCH:Legislative Assembly | 040-1204-57370 | 2,825 |
| Frontline | 12, Hand Sanitizer Dispensers w/sign holders | Through out Courthouse | 040-1001-57170 | 3119.4 |
| Frontline Freight | | | 040-1001-56110 | 249.98 |
| Digital Ally | 2, ThermoVu DTM-500's | Eastern Jackson County and Truman Courthouses | 040-1001-57170 | 2590 |
| Digital Ally Freight | | | 040-1001-56110 | 75 |
| | | | | |
| | | | | |
| | | | Total | 21,519 |

BINSWANGER GLASS #586
1530 EAST 23RD STREET
INDEPENDENCE, MO 64055

Customer

PH:(816) 252-3888 FAX:(816) 252-8487

WO # W586092295

Federal Tax ID: 45 2494422

Remit To: PO Box 679331, DALLAS, TX 75267-9331

P/O#: 1204-45191

Cust State Tax ID: MO: 13643347

Invoice: I586033891

Cust Fed Tax ID:

Date: 12/2/2020

Ship Via:

Time: 05:48 PM

Taken By: DHirner

Installer: DEBRINE AUSTIN

SalesRep: HIRNER DON

Adv. Code:PR

Bill To: 532053

Sold To: 532053

JACKSON COUNTY MO-PURCH
415 E 12TH ST
KANSAS CITY, MO 64106

DTCH Assesment Area Shields 1M
415 E 12TH
KANSAS CITY, MO 64106

(816) 881-3267

| Qty | Part Number | Description |
|-----|-------------------|---|
| 9 | PLACLRPOLYSS48X96 | 1/4" 48 X 96 CLR POLYCARBONATE S/S (013) |
| 25 | SPECIAL MISC | Jackson County Base plates |
| 6 | SUNDRY MISCELLANI | 1"x1" Tee Posts 36" |
| 2 | SUNDRY MISCELLANI | 2"x2" Posts |
| 3 | SUNDRY MISCELLANI | 1"x1" Tee Posts 42" |
| 1 | CS-CGL | Commercial Glazing Labor |
| 9 | PLACLRPOLYSS48X96 | 1/4" 48 X 96 CLR POLYCARBONATE S/S (013) |

Install Date: 12/02/20, Required Date 12/02/20, Order Complete

Installers: DEBRINE AUSTIN, HILL JEREMIAH

Instructions:

On Account:

Tax: \$0.00

Total: \$12,660.00

Customer's Signature: _____

Balance: \$12,660.00

Binswanger Glass #586 1530 East 23rd Street INDEPENDENCE, MO 64055 PH:(816) 252-3888 FAX:(816) 252-8487

BINSWANGER GLASS #586
1530 EAST 23RD STREET
INDEPENDENCE, MO 64055

Customer

WO # W586093047

PH:(816) 252-3888 FAX:(816) 252-8487

Federal Tax ID: 45 2494422

Remit To: PO Box 679331, DALLAS, TX 75267-9331

P/O#: 1204-45191

Cust State Tax ID: MO: 13643347

Invoice: I586033890

Taken By: DHirner
Installer: HENSLEY DARIN
SalesRep: HIRNER DON

Cust Fed Tax ID:
Ship Via:

Date: 12/2/2020
Time: 05:47 PM

Adv. Code:Other

Bill To: 532053

Sold To: 532053

JACKSON COUNTY MO-PURCH
415 E 12TH ST
KANSAS CITY, MO 64106

DTCH Legislative Assembly Room
Add to above Job - Facing Shields
INDEPENDENCE, MO 64055

(816) 881-3267

| Qty | Part Number | Description |
|-----|-------------------|---|
| 6 | PLACLRPOLYSS48X96 | 1/4" 48 X 96 CLR POLYCARBONATE S/S (013) |
| 1 | SUNDRY MISCELLANI | 2" x 2" Posts |
| 1 | CS-CGL | Commercial Glazing Labor |
| 1 | Glazing Supplies | Caulk, Screws, Clips, Glazing bead |

Install Date: 12/02/20, Required Date 12/02/20, Order Complete
Mobile Install Installers: HENSLEY DARIN, ANDERSON MIKE

Instructions:
CONTACT RICK @ 816-217-9310.

On Account:

Tax: \$0.00

Total: \$2,825.00

Customer's Signature: _____

Balance: \$2,825.00



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| Quote | QUO-33255-H5R0F7 |
| Date | 12/8/2020 |
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15612 College Blvd
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Jackson County
 Miriam Hennosy
 415 E 12th Street
 Kansas City, MO 64106

| Customer ID | Salesperson | Shipping Method | Payment Terms | Created By | Quote Valid |
|-------------|-------------|-----------------|---------------|-------------|-------------|
| DAI002587 | AJ | FEDERAL EXPRESS | Net 30 | Katie James | 90 Days |

| Ordered | Item Number | Description | Retail Price | Item Discount | Discount | Ext. Price |
|---------|--------------|-------------------|--------------|---------------|----------|------------|
| 2 | 001-00201-00 | ThermoVu, DTM-500 | \$1295.00 | \$0.00 | \$0.00 | \$2,590.00 |

Notes:

| | |
|----------------|-------------------|
| Total Discount | \$0.00 |
| Subtotal | \$2,590.00 |
| Misc | |
| Tax | \$0.00 |
| Freight | \$75.00 |
| Total | \$2,665.00 |

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



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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,



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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



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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



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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 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 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,



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|-------|------------------|
| Quote | QUO-33255-H5R0F7 |
| Date | 12/8/2020 |
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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.



QUOTE

Jackson County Courthouse
Attention: Miriam Hennosy
415 E 12th Street, Room 200
KANSAS CITY MO 64106
UNITED STATES

Date
Dec 7, 2020

Expiry
Dec 14, 2020

Quote Number
QU-0722

FRONTLINE GROUP LLC
85-0703223

Frontline Group LLC
PO Box 30562
GAHANNA OH 43230
USA
Tax ID: 85-0703223

| Item | Description | Quantity | Unit Price | Tax | Amount USD |
|----------|--|----------|------------|------------|------------|
| SH1000 | Sleek contemporary design, fits well in any environment Simple press down on the foot pedal dispenses sanitizer directly into your hand 100% mechanical - no batteries or power supply required Assemble in 5 minutes with standard tools Rust proof durable powder coated aluminum body Heavy duty steel base to provide stability - can function as an independent stand, or bolted the ground to prevent theft Universal bottle fit - incorporates an adjustable piston inside - as long as the bottle fits down the tube this stand will work for any standard hand sanitizer pump bottle Hand Sanitizer Bottle is not included with the unit - please purchase separately. We recommend 16 oz or 32 oz bottles. Optional sign available 40" high (1000mm) Tube diameter 4.5" (114mm) Weighs 18 lbs (8.2 KG) MADE IN THE USA! Built to last. Patent Pending | 12.00 | 225.00 | Tax Exempt | 2,700.00 |
| SH03 | Add a sign to your Shield Dispenser Add for every quantity of stands 8" x 8" x 5" stem Clear Acrylic Add your own personalized / branded insert Thumb hole for easy access | 12.00 | 34.95 | Tax Exempt | 419.40 |
| Shipping | UPS Ground to 64106 | 1.00 | 249.98 | Tax Exempt | 249.98 |

Subtotal 3,369.38

TOTAL USD 3,369.38
