TOOELE CITY CORPORATION

RESOLUTION NO. 2026-54

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH LENSLOCK, INC. FOR POLICE CAMERAS, VIDEO SYSTEMS, CLOUD STORAGE, SOFTWARE, AND RELATED SERVICES.

WHEREAS, Tooele City, through the Tooele City Police Department, requires reliable, secure, and modern cameras, video systems, and digital evidence management capabilities to ensure public safety, officer safety, transparency, and efficient evidentiary record-keeping; and,

WHEREAS, Lenslock, Inc. ("Lenslock") provides a comprehensive, integrated law enforcement technology platform, comprising camera hardware, cloud-based software, compliant storage, technology updates and support, and related services; and,

WHEREAS, Lenslock has proposed an agreement, attached as Exhibit A, whereby Lenslock would provide those services to the City, through Tooele City Police Department, for a period of five years at the rate of $55,817.00 per year; and,

WHEREAS, the Tooele City Police Department has used Lenslock's services for several years and has found that the service has met the needs of the City; and,

WHEREAS, continued service from Lenslock would have the benefit of continuity of service, and would maximize efficiency and cost to the City; and,

WHEREAS, Lenslock qualifies as a specialized vendor under a sole-source purchase justification due to the proprietary nature of its hardware-software platform, system standardization, and operational continuity; and,

WHEREAS, the Tooele City Council finds that entering into a multi-year master service agreement with Lenslock serves the best interests of Tooele City and promotes the safety and public welfare of its residents:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Lenslock, Inc., attached as Exhibit A, for police cameras, video systems, cloud storage, software, and related services, for a period of five years at the rate of $55,817.00 per year is hereby approved, and the Mayor is hereby authorized to execute the agreement and any documents necessary to consummate the agreement.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 5th day of August, 2026.

TOOELE CITY COUNCIL

(For) (Against)

Melodi Gochis

Justin Brady

D K McCall

ABSTAINING: ______________________

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

ATTEST:

Shilo Baker

Shilo Baker, City Recorder

SEAL

Tooele City

Est. 1853

Approved as to Form: ______________________

Matthew C. Johnson, City Attorney

EXHIBIT A

Agreement: Lenslock, Inc.

LENSLOCK

Subject: Signature Request – LensLock Provided Equipment Agreement

Dear Chief Adrian Day,

I hope this message finds you well.

Please find below the Provided Equipment Agreement.

Kindly review and sign the enclosed document via DocuSign at your earliest convenience.

Thank you for your attention and partnership.

Best regards,

Frank Furfari
Contract Manager
LensLock, Inc.
frankf@lenslock.com | (609) 314-1826

LENSLOCK, INC. MASTER SERVICE AGREEMENT

Effective Date: July 17, 2026

Parties: LensLock, Inc. ("LensLock") and the Client identified in the accompanying Business Quote/Provided Equipment Agreement (PEA).

Scope of Services - LensLock provides body-worn cameras, in-car video systems, cloud storage, software, and related services as specified in the Business Quote/PEA.

Term - The Term is as specified in the Business Quote/PEA. For financed transactions, cancellation or early termination is addressed exclusively in the PEA and not in this Agreement. For cash transactions, this Agreement is non-cancellable except as required by applicable non-appropriation law. No other termination rights apply.

Fees & Payment - Invoices are due net 30. Nonpayment beyond 15 days may result in suspension of services, late fees, and acceleration of all remaining fees due under the Term. No offset or withholding is permitted. charges are at LensLock's then-published prices, updated on 30 days' notice.

Equipment Ownership & Warranty - All equipment remains LensLock property unless expressly purchased. Client shall safeguard and return equipment at the end of the Term. LensLock guarantees that all rented hardware will remain in good working order during the Term. Any defective units will be repaired or replaced with a comparable model at no cost to Client, subject to normal wear and tear.

Data Ownership & Access - LensLock owns all data collected via its equipment and services. Client has a limited license to access and use data during the Term. Upon expiration or nonpayment, access ceases; data is retained for 90 days unless law requires longer. Client may purchase retained data at the following or then-published rates: $0.15/GB stored, $1/video or image file, plus $250 administrative fee. Data delivered within 30 days of payment. LensLock disclaims liability for loss beyond retention or failure to purchase.

Compliance - Both parties shall comply with applicable laws, including CJIS, TABOR, and HIPAA standards. Client remains responsible for internal use, labor relations, and union compliance. Only properly certified personnel may handle evidence or confidential data. LensLock reserves the right to allow third-party CJIS audit validation.

Confidentiality - Each party agrees to protect confidential and proprietary information with the same standard as its own.

Indemnification - Client indemnifies, defends, and holds harmless LensLock from claims, damages, and expenses arising solely from the client's gross negligence, willful misconduct, intentional misuse of equipment, or legal non-compliance. LensLock indemnifies Client solely against third-party claims of intellectual property infringement or product liability, third-party access to video hosting, and negligent acts or omissions of Lenslock's employees. Remedies are limited to repair/replace, procurement of rights, or refund less reasonable use, for breaches in data security or confidentiality.

Limitation of Liability - LensLock's liability is limited to fees paid in the prior 12 months. Neither party is liable for indirect, consequential, or punitive damages.

Dispute Resolution - Vendor disputes shall be resolved by binding AAA arbitration in California. Civil rights and constitutional claims may proceed in court.

Force Majeure - Neither party shall be liable for delay or failure due to events beyond reasonable control, including pandemics, supply chain disruption, or government action.

Severability - If any provision is held invalid, illegal, or unenforceable, the remainder shall remain in full force. Where conflict arises, statutory or regulatory compliance shall override.

Insurance - Client shall name LensLock as Additional Insured on its liability policy for claims arising from use of LensLock equipment/services, with coverage limits consistent with industry standards.

Redaction & Integration - Lenslock provides 10 complimentary redaction cases/year (≤10 hrs each). Additional redaction billed at $195/hr or then published prices. CAD integration and MDT apps included.

CLIENT: Tooele PD - UT: Adrian Day – Chief

Signature: ____________________ Date: ______________

VENDOR: LENSLOCK, INC.: Schuyler G. Floyd – Corporate Financial Controller

Signature: ________________________ Date: ______________

LENSLOCK

Provided Equipment Agreement

AGREEMENT NO.

3318879

Send Account Inquiries to: 1310 Madrid Street · Marshall, MN 56258
Send Payments to: PO Box 790448 · St. Louis MO 63179-0448

The words **"User," "Lessee," "you"** and **"your"** refer to **Customer**. The words **"Owner," "Lessor," "we," "us"** and **"our"** refer to **LENSLOCK INC.**

CUSTOMER INFORMATION

FULL LEGAL NAME: Tooele City Corporation	STREET ADDRESS: 50 N GARDEN ST
CITY / STATE / ZIP: TOOELE, UT 84074	PHONE: (435) 882-5600 / FAX:
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE): 50 N GARDEN ST, TOOELE, UT 84074	E-MAIL:
BILLING STREET ADDRESS (IF DIFFERENT FROM CUSTOMER ADDRESS ABOVE): 50 N GARDEN ST	CITY / STATE / ZIP: TOOELE, UT 84074

EQUIPMENT DESCRIPTION

See Schedule A

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

[X] See attached Schedule A

PAYMENT & TERM INFORMATION

Advance Payment: $0.00 *(plus applicable taxes)*	5 Annual Payments of $55,817.00 *(plus applicable taxes)*
If you are exempt from sales tax, attach your certificate.	The payment ("Payment") period is monthly unless otherwise indicated.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

1. **AGREEMENT:** You agree to rent from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. If no advance payment is required, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES**: We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) by up to 10% to accommodate changes in the Equipment cost; (ii) if the shipping charges or taxes differ from the estimate given to you; (iii) to comply with the tax laws of the state in which the Equipment is located; and/or (iv) if a down payment or deposit is deducted. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to $50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to $50 for filing, searching and/or titling costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of $0.00 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of $30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Tooele City Corporation	X	Mayor
CUSTOMER (AS REFERENCED ABOVE)	SIGNATURE	TITLE
	Adrian Day	
FEDERAL TAX IDENTIFICATION NUMBER	PRINT NAME	DATED

OWNER ACCEPTANCE

LENSLOCK INC		**Authorized Signatory**	
OWNER	SIGNATURE	TITLE	DATED

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end; and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** At the end of the initial term, this Agreement shall renew for successive 3-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

X **CUSTOMER INITIALS:**________

LENSLOCK

TERMS AND CONDITIONS ADDENDUM

AGREEMENT
3318879

Addendum to Agreement # 3318879 and any future supplements/schedules thereto, between **TOOELE CITY CORPORATION**, as Customer and LENSLOCK INC, as Owner ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Owner.

The parties wish to amend the above-referenced Agreement as follows:

Paragraph 6. DEFAULT AND REMEDIES:
Sentence 8 has been modified to read as follows:

"Except with respect to your obligations to defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment and such damages as we may be entitled to recover pursuant to this Agreement, NEITHER PARTY WILL BE RESPONSIBLE TO PAY ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Owner to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

LENSLOCK INC		**TOOELE CITY CORPORATION**	
Owner		Customer	
Signature		Signature	
		Mayor	
Title	Date	Title	Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LENSLOCK

STATE AND LOCAL GOVERNMENT ADDENDUM

AGREEMENT #

3318879

Addendum to Agreement # 3318879 and any future supplements/schedules thereto, between Tooele City Corporation, as Customer and LENSLOCK INC, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is $1.00 or $101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for $1.00 or $101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement (s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

LENSLOCK INC	Tooele City Corporation
Lessor	Customer
	X
Signature	Signature
Authorized Signatory	Mayor
Title / Date	Title / Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LENSLOCK

UTAH ADDENDUM (STATE AND LOCAL GOVERNMENT)

AGREEMENT # 3318879

Addendum to Agreement # 3318879 and any future supplements/schedules thereto, between Tooele City Corporation, as Customer and LENSLOCK INC, as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following written verification:

> Lessor represents that, to the extent this Agreement constitutes a contract having a value of $100,000 or more and for which a written verification is required under Utah Code Ann. § 63G-27-201, Lessor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, and agree for the duration of the Agreement not to engage in, (1) a boycott of the State of Israel or (2) an economic boycott. As used in the foregoing verification, "boycott of the State of Isreal" and "economic boycott" shall have the meanings set forth in Utah Code Ann. § 63G-27-102.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

LENSLOCK INC		**Tooele City Corporation**	
Lessor		Customer	
		X	
Signature		Signature	
Authorized Signatory		Mayor	
Title	Date	Title	Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LENSLOCK

SCHEDULE A

AGREEMENT

3318879

This Schedule A is to be attached to and become part of Agreement # 3318879, by and between the undersigned as Customer and LENSLOCK INC as Lessor/Secured Party.

CUSTOMER ACCEPTANCE

This Schedule A is hereby verified as correct by the undersigned Customer, who agrees to the terms hereof.

Tooele City Corporation	X	Mayor	
CUSTOMER	SIGNATURE	TITLE	DATED

EQUIPMENT DESCRIPTION

SUPPLIER: LENSLOCK INC
10089 WILLOW CREEK RD STE 200
SAN DIEGO, CA 92131

55- EAGLE 13 BODY WORN CAMERA EQUIPMENT

55- EAGLE 13 BODY WORN CAMERA ACCESSORIES

3- EAGLE 13 BODY WORN CAMERA DS-6 TABLETOP DOCKING STATION

50- EAGLE 13 BODY WORN CAMERA IN-CAR DOCKING/ CHARGING CRADLE

1- LENSLOCK LIVE VIEW UNLIMITED BODY WORN CAMERA SERVICE

1- LENSLOCK SOFTWARE-MOBILE APP & MDT APP

1- DISTRICT ATTORNEY & DEFENSE ACCESS

1- MICROSOFT AZURE DATABASE SECURITY FEE

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

LENSLOCK

LESSEE'S GENERAL AND INCUMBENCY CERTIFICATE

AGREEMENT NO.

3318879

GENERAL CERTIFICATE

Re: Lease Agreement # 3318879, between Tooele City Corporation, as Lessee ("Lessee") and LENSLOCK INC, as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Agreement (the "Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the state where Lessee is located.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default or a nonappropriation event exists at the date hereof with respect to this Agreement.
4. The acquisition of all of the Equipment under the Agreement has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

Tooele City Corporation	X	Mayor
Lessee	Signature of Person to Sign Agreement	Print Title of Person to Sign Agreement

Adrian Day

Print Name of Person to Sign Agreement — Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Lease Agreement # 3318879, between Tooele City Corporation, as Lessee ("Lessee") and LENSLOCK INC, as Lessor.

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above)as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement was approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
Adrian Day	Mayor	X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement) — Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate — Print Date that Above Person Signed this Certificate

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LENSLOCK

REQUEST FOR CERTIFICATES OF INSURANCE (LIABILITY & PROPERTY COVERAGE)

AGREEMENT #

3318879

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	**Description of Item(s) to be Insured:**
Name of Agency:	See Schedule A
Agent:	
Address:	
Phone:	
Fax:	
E-mail:	
Insurable Value: $279,085.00	

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with LENSLOCK INC ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

1. **Certificate of Liability Coverage: Customer must carry COMMERCIAL GENERAL LIABILITY insurance in the amount of no less than $500,000. Creditor AND/OR ITS ASSIGNS shall be listed as ADDITIONAL INSURED on such policy.**
2. **Certificate of Property Coverage: Customer must carry PROPERTY insurance in an amount no less than the Insurable Value (with deductibles no more than $25,000). Creditor AND/OR ITS ASSIGNS shall be listed as LENDER'S LOSS PAYEE on such policy.**
3. **The Certificate Holder on the above-referenced policies shall be listed as follows:**

   LENSLOCK INC **AND/OR ITS ASSIGNS**
   1310 Madrid Street
   Marshall, MN 56258

4. Please email a copy of the Certificates of Insurance to ef.insurance.group@onlinecomment.com , referencing Agreement # 3318879 in the subject line of the email, as soon as possible. If Customer or Insurance Agent have any questions for Creditor, please contact the Insurance Department at ef.insurance.group@onlinecomment.com .

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

Tooele City Corporation
Customer

X
Signature

Mayor
Title　　　　Date

**Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.*

LENSLOCK

DELIVERY & ACCEPTANCE CERTIFICATE

AGREEMENT #

3318879

This Certificate is delivered to and for the benefit of Lessor/Secured Party and pertains to the below-described Equipment and/or Financed Items which are the subject of the above-referenced Agreement between LENSLOCK INC as Lessor/ Secured Party and the undersigned as Customer. The words you and your refer to Customer. The words we, us and our refer to Lessor/Secured Party.

You certify and acknowledge that all of the Equipment and Financed Items (as applicable): 1) have been received, installed and inspected, and 2) are fully operational and unconditionally accepted. Further, all terms and conditions of the above-referenced Agreement have been reviewed and acknowledged. Upon you signing below, your promises in the Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment and/or Financed Items from the below-referenced Supplier and you may contact the Supplier for any warranty rights, which, if the Agreement is a lease, we transfer to you for the term of the Agreement (or until you default).

Supplier:	Equipment and/or Financed Items Description
LENSLOCK INC	See Schedule A

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

Tooele City Corporation

Customer

X

Signature

Mayor

Title

Acceptance Date

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

LENSLOCK

BILLING REQUEST(S) FORM

AGREEMENT #

3318879

In order to provide you with a better billing experience, please complete this *Billing* Request(s) Form for the above-referenced Agreement No. (the "Agreement") and return it with the completed documents.

We will make reasonable efforts to accommodate your billing request(s) herein; however, we are under no obligation to bill you in the manner requested.

If you would like to manage your Agreement online, including electing to receive invoice email notifications from us, you may register for Customer Online Tools at https://financing.eportaldirect.com_____. Please have the following information available: Agreement No., current invoice number, and your Federal tax ID number.

Name of the person or department that should receive the invoice along with your complete billing address:

Attention: ____

Billing Address:

____ Same as address listed in the Agreement.

OR

Street: __________________________________

City, State, Zip: ____________________________

A/P Contact Name: ____________________________________

A/P Contact Phone # and Ext: ______________________________

A/P Contact Email: ____________________________________

Purchase Order # Requested on Invoice: Yes _____ No _______

If Yes*, *Purchase Order #: ________________________

Number of days requested for invoice processing: _____________

Our standard billing cycle is 30 days. If the requested invoice lead time is more than 30 days, additional approval(s) will be necessary and are in no way guaranteed.

Tax Exempt: Yes _____ No _______

If Yes, please provide copy of exemption with document package.

Do you require a W-9 to set us up in your payable system? Yes _____ No _______

Our Tax ID number is 31-0841368

In the area below, please note any other special billing request(s) you have that will make the payment process more effective.

____

____

____

Thank you for selecting LENSLOCK INC for your financing needs. If you have any billing questions or concerns, please feel free to contact us at 1-800-828-8246.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Docusign Envelope ID: A38BD546-8F89-8C51-8106-706F2F160F7F

Tooele City Corporation

50 N Garden St
Tooele, UT 84074
Phone: (435) 882-5600

PURCHASE ORDER

DATE	7/17/2026
PO #	3318879

VENDOR

LensLock Inc.
11089 Willow Creek Suite 200
San Diego, CA 92131
Phone: (858) 524-3486
www.Lenslock.com

SHIP TO

Chief Adrian Day
Tooele City Corporation
50 N Garden St
Tooele, UT 84074
Phone: (435) 882-5600

	DESCRIPTION		PRICE PER	TOTAL
	LensLock Equipment & Service Program			-
	(Per the Provided Equipment Agreement)			-
	Annual Payments		$55,817	$55,817
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-

SUBTOTAL	
TAX	
SHIPPING	-
OTHER	-
TOTAL	**$55,817**

Special Instructions

Authorized Signature: ____________________