

Appendix E to DIR Contract DIR-TSO-4176 Digital Ally, Inc.
FLEETVU-MANAGER WEBSITE ACCOUNT AND
CLOUD STORAGE LICENSE AGREEMENT

This FleetVu-Manager Website Account And Cloud Storage License Agreement (the "**Agreement**") is made on _____, 20__ (the "**Effective Date**"), by and between Digital Ally, Inc. ("**Digital Ally**"), a Nevada corporation having its principal place of business at 9705 Loiret Boulevard, Lenexa, Kansas 66219, and _____ ("**Customer**"), having its principal place of business at _____.

Unless otherwise defined in this Agreement, all capitalized terms will have the meanings given to them in Section 11 of this Agreement. The terms "**you**," "**your**," "**yours**," and "**Customer**" refer to the customer using the Digital Ally website. The terms "**Digital Ally**," "**we**," "**us**," "**our**" or words of similar import refer to Digital Ally, Inc. The term "**Website**" refers to any and all Digital Ally or FleetVu- Manager websites.

1. FLEETVU-MANAGER PROGRAM AND SERVICES

1.01 FleetVu-Manager Program. The FleetVu-Manager program ("**FleetVu-Manager**") is a comprehensive location management and event recording program offered by Digital Ally that uses an Internet-based software application, including cloud storage access, powered and/or owned by Digital Ally and/or its designated cloud service provider(s). Digital Ally's tracking and event recording hardware, sold by separate purchase order in conjunction with FleetVu-Manager ("**Units**"), collect and record certain data options chosen by each customer ("**Options**"), which may include fleet location information, event recording, and associated data ("Data"). The Data is recorded by firmware in the Units, which is transmitted to, and stored on, cloud servers pursuant to the terms DIR Contract No. DIR-TSO-4176 and this Agreement, based upon Options selected by the customer. This Data is owned by Customer and made available to Customer over the Internet through Customer's account on the FleetVu-Manager website ("**Website Account**"). FleetVu-Manager provides its customers with real time monitoring capabilities, accessing information from Units located on the customer's fleet vehicles, which permits the customer to locate, track and monitor its assets, to store Data and video events when appropriate, and to gather Data to be incorporated into reports and statistics. Your invoice will show the Options you have selected, the data storage plan you have chosen ("**Cloud Storage Plan**"), and the pricing of such Options and Cloud Storage Plan.

1.02 Services. The term "**Services**" used in this Agreement means all services offered by Digital Ally in conjunction with FleetVu-Manager, including the Cloud Storage Plan, and the Options, as well as the FleetVu-Manager and Digital Ally software, applications, and Website Accounts, and the hosting and other services we supply as part of the Website operation. By selecting to use the Services, you are authorizing Digital Ally to arrange to store and provide access to your Data pursuant to the terms of DIR Contract No. DIR-TSO-4176 and this Agreement. You agree to use the Services in accordance with all applicable laws, including to comply with all applicable copyright and import and export control laws and regulations.

2. GRANT OF LICENSE; LICENSE RESTRICTIONS

2.01 Access to Website Account and Services. During the term of this Agreement and subject to the terms and conditions of DIR Contract No. DIR-TSO-4176 and those herein, Digital Ally hereby grants to Customer a limited, non-exclusive, non-transferable, royalty-bearing license to access Customer's Website Account and to use the Services that Customer has selected and paid for ("**License**").

2.02 Authorized Users. Customer may authorize other individuals in its employ or retained by Customer as independent contractors ("**Authorized Users**") to use the License issued to Customer under this Agreement so long as Customer agrees to be responsible for the Authorized Users' compliance with this Agreement. If Customer is required to take any action, or prohibited from taking any action, under this Agreement, such requirements or prohibitions equally apply to all Authorized Users. Customer may not transfer or sublicense the License to any third party, in whole or in part, in any form, whether modified or not.

2.03 License Restrictions. Customer will not engage in any of the following prohibited acts: (i) willfully tamper with the security of any of the Services; (ii) access data not associated with Customer's Website Account; (iii) log into an unauthorized server or a third party's Website Account without authorization; (iv) attempt to probe, scan or test the vulnerability of any of the Services or to breach Digital Ally's website security or authentication measures without proper authorization from Digital Ally; (v) willfully render unusable any part of the Services; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of any of the Services; (vii) modify, translate, or create derivative works based on any of the Services; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit any of the Services, or make any Services available to a third-party other than as contemplated in this Agreement; (ix) publish or disclose to third parties any evaluation of the Services without Digital Ally's prior written consent; (x) remove, modify, or obscure any copyright, trademark, patent or other proprietary notice that appears on the Website; or (xi) use the Services for any unlawful purpose or in violation of any applicable law (including, without limitation, data protection and privacy laws).

Customer agrees to immediately report to Digital Ally, and to use reasonable best efforts to promptly stop, any violation of the terms and conditions set forth in this Agreement. In the event of a violation of this Agreement, Digital Ally may suspend its provision of such Services in its reasonable discretion and will notify Customer of such violation and provide Customer with a reasonable opportunity to cure such violation before Digital Ally permanently disables Customer's access to the Services.

2.04 Ownership of Intellectual Property. All content and services on the Website, including, but not limited to, trademarks and logos, designs, text, graphics, sounds, images, software, and other website materials or other asset provided under this Agreement by Digital Ally to Customer, and all modifications and enhancements thereof ("**Digital Ally Materials**"), are the intellectual property of Digital Ally, its successors, assigns, licensors, or other vendors. The Digital Ally Materials are protected by United States and foreign intellectual property laws. Except as stated herein, none of the Digital Ally Materials may be copied, reproduced, or distributed in any form without the prior written permission of Digital Ally. All Customer Data stored on the Website shall

be and remain the sole intellectual property of Customer and except as authorized by this Agreement, none of such data shall be copied, reproduced, or distributed in any form without the prior written permission of Customer.

3. PURCHASED SERVICES

3.01 Service Availability. Subject to the terms and conditions of DIR Contract No. DIR-TSI-4176 and this Agreement, Digital Ally will use reasonable best efforts to provide the Services on a twenty-four (24) hour, seven (7) day a week basis. Digital Ally may use third party vendors or service providers to assist it in providing the Services. From time to time the Services may become unavailable for reasons that include (but are not limited to) (i) equipment malfunctions; (ii) scheduled maintenance or needed repairs; (iii) interruption, limitation, or failure of telecommunication or digital transmission links, network problems or other similar interruptions (including bandwidth problems); or (iv) any force majeure or cause beyond Digital Ally's reasonable control. You will not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services. Digital Ally reserves the right as it deems necessary in its reasonable discretion to modify or discontinue any part of the Services ("Modifications").

3.02 Security. Digital Ally will use reasonable best efforts to protect Customer's Website Account and Data against unauthorized disclosure or access. We comply with all applicable laws, including those pertaining to security breach notification, and we will notify you promptly of any known security breaches or attempted security breaches to your Website Account or unauthorized access to your Data. You are responsible for maintaining the confidentiality of your account access information, including your user names and passwords, for use of the Services and you agree to change that access information and notify us promptly regarding any possible misuse of your Website Account and the Services.

3.03 FleetVu-Manager Technical Support. Technical support is available to customers with questions regarding the Services and their Website Account during regular business hours. Contact information and access hours for our customer support services are available on the Website.

4. ROYALTIES AND PAYMENT

4.01 Royalties. Royalty payments from Customer to Digital Ally, in exchange for the right to use intellectual property or physical assets owned by Digital Ally, are based upon the Cloud Storage Plan and Options you select. You agree to make payments for the Services in accordance with Appendix A, Section 8I &J of DIR Contract No. DIR-TSO-4176 and related documents.

5. CUSTOMER INFORMATION

5.01 Customer Information Use. Digital Ally collects information from its customers ("**Customer Information**") in order to provide the Services. Customer Information will be used to provide the Services, technical support and for other business purposes, such as for billing, marketing, and evaluating the Services. The Digital Ally Privacy Policy provides more information on how Digital Ally collects, uses and shares the Customer Information. The Digital Ally Privacy Policy can be viewed on the Website. Digital Ally may use, access, and retain Customer Information in order to provide the Services to you and to enforce the terms of the Agreement. Digital Ally agrees that it will not provide Customer Data or Customer Information to any third

party without Customer's prior written consent and approval.

5.02 Retention of Customer Data. Customer Data and Customer Information compiled by Digital Ally from rendering the Services will be retained (i) for the period purchased by Customer, and (ii) thereafter for so long as Digital Ally determines in its sole discretion. Customer is solely responsible for preserving Customer Information and Customer Data during and beyond the Term and the provisions of this Agreement.

6. WARRANTIES AND CUSTOMER RESPONSIBILITIES

6.01 Software Warranty. Digital Ally software will be repaired, replaced or upgraded ("**Software Modifications**"), in the discretion of Digital Ally, at Digital Ally's premises during the term of this Agreement. Customer shall be responsible for the installation of Software Modifications, at Customer's expense.

6.02 Customer Providers and Equipment. Customer is responsible, at its cost, for providing and maintaining Internet access and all necessary telecommunications equipment, software and other materials necessary for accessing Customer's Website Account.

6.03 Hosting Providers Waiver. Your Website Account is hosted by Digital Ally through one or more service providers that provide the Cloud Storage capacity and Website access used to provide the Services. **CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS AND/OR STORAGE SERVICE PROVIDERS OR THEIR AFFILIATES OR CONTRACTORS, AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN DIGITAL ALLY AND ITS SERVICE PROVIDERS. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT DIGITAL ALLY SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER WHATSOEVER WITH REGARD TO THE PERFORMANCE OF ANY SERVICES BY THE UNDERLYING WIRELESS AND/OR STORAGE SERVICE PROVIDERS OR THEIR AFFILIATES OR CONTRACTORS ("SERVICE PROVIDER PERFORMANCE") AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST DIGITAL ALLY ARISING FROM OR RELATING TO SERVICE PROVIDER PERFORMANCE.**

6.04 No Responsibility for Service Interruptions or Lost Data. **DIGITAL ALLY SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE UNIT(S) BEING LOCATED IN AN AREA NOT COVERED BY APPROPRIATE WIRELESS COVERAGE, OR IF THE UNIT(S) FAIL TO ESTABLISH A CONNECTION WITH WIRELESS SERVICES, OR IF SERVICES ARE DISABLED DUE TO ANY NETWORK OR STORAGE PROVIDER RELATED ISSUES OR FOR LOSS OF CUSTOMER DATA. THE CLOUD STORAGE PLAN, THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE ARE PROVIDED BY DIGITAL ALLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING.**

6.05 No Other Warranties. **THE LIMITED WARRANTY SET FORTH IN SUBSECTION 6.01 OF THIS AGREEMENT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SUBSECTION 6.01 OF THIS AGREEMENT, DIGITAL ALLY MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR 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 SERVICES WILL OPERATE UNINTERRUPTED OR ERROR FREE. IF CUSTOMER MADE ITS PURCHASE THROUGH A THIRD PARTY, DIGITAL ALLY IS NOT RESPONSIBLE FOR THE REPRESENTATIONS OR WARRANTIES MADE BY SUCH THIRD PARTY.**

7. INDEMNITY

7.01 Indemnity by Digital Ally. Indemnification shall be handled in accordance with Appendix A, Section 10A of DIR Contract No. DIR-TSO-4176, except:

(A) the first sentence of Section 10(A)(3) shall be modified to read as follows:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, AND AUTHORIZED ASSIGNEES, FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any negligent or willful acts or omissions of the Vendor or its agents, employees, or subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract;

(B) Section 10(A)(3) shall permit Digital Ally to terminate any of the Services if in Digital Ally's reasonable opinion, the options in Section 10(A)(3)(c)(i) and (ii) are not commercially viable options; and

(C) Section 10(A)(4) shall begin: Except as expressly provided in DIR Contract No. DIR-TSO-4176, including this Appendix Appendices and attachments.

7.02 Indemnity by Customer. In addition to the indemnities provided in Appendix A, Section 10A of DIR Contract No. DIR-TSO-4176, Customer agree to defend, indemnify and hold Digital Ally and/or its officers, directors, shareholders, employees, representatives, agents, and authorized assignees ("**Indemnified Party(ies)**") harmless from and against all claims, liability, demands, actions, suits, losses, damages, and expenses, including reasonable attorneys' fees, in connection with any claims against the Indemnified Parties in any way arising out of or related to: (i) Customer's negligent or willful acts or omissions in using the Services; (ii) a violation by Customer of this Agreement, including engaging in any prohibited conduct hereunder; or (iii) any claim that Customer or its Authorized Users used the Services improperly, illegally, or for unauthorized or illegal monitoring. Customer will have the foregoing indemnification obligation only if an Indemnified Party provides Customer with a promptly delivered written request for indemnification and defense in such action and provides all available assistance and authority

reasonably necessary for Customer to defend such action. This obligation shall not be subject to the limitations set forth in Article 8 herein.

8. LIMITATION OF LIABILITY

8.01 Limitation of Liability shall be handled in accordance with Appendix A, Section 10K of DIR Contract No. 4176.

9. CONFIDENTIALITY

Each party agrees to use reasonable best efforts to maintain the other party's Confidential Information in confidence and shall not use or disclose any portion of the other party's Confidential Information to third parties, except as expressly authorized by this Agreement or as reasonably necessary to perform this Agreement. If either party is legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, the compelled party shall immediately notify the other party in writing of such requirement so that such party may seek a protective order or other appropriate remedy. Each party will use its reasonable best efforts, at the challenging party's request and expense, to obtain or assist the challenging party in obtaining any such protective order. Failing the entry of a protective order, or the receipt of a waiver from the challenging party hereunder, the compelled party may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that the compelled party has been advised by written opinion of counsel reasonably acceptable to the challenging party that it is legally compelled to disclose.

10. TERM AND TERMINATION

10.01 Term and Renewal. Terminations shall be handled in accordance with Appendix A, Section 11 of DIR Contract No. DIR-TSO-4176. The term of this Agreement ("**Original Term**") shall commence on the Effective Date and shall continue during the length of the Services Plan selected by Customer and specified on Exhibit A, unless earlier terminated pursuant to Appendix A, Section 11 of DIR Contract No. DIR-TSO-4176 or this Agreement. This Agreement may be renewed by Customer providing Vendor 30 day written notice prior to the then expiration for up to three one year renewal options (for a total of four years). Appendix A, Section 11 of DIR Contract No. DIR-TSO-4176 is modified as follows.

(A) The following language shall be added to Section 11(B)(1)(b), at the end of the final sentence: Notwithstanding the foregoing, if DIR issues or approves a Purchase Order and the Customer or DIR has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

(B) Section 11(4)(b) is hereby modified to permit suspension and a thirty (30) day cure period in the event of such a breach.

10.02 Suspension of Services. If you have not paid all applicable fees for the Services in accordance with this Agreement or the Units in accordance with the terms of a Digital Ally purchase order, Digital Ally may provide you with written notice of such breach. If you do not make all outstanding payments then due within 15 days of such notice, Digital Ally may suspend your, and your Authorized Users', access to your Website Account and to the Services, until all fees are paid in full. The exercise of such right shall not be deemed to waive Digital Ally's right to terminate this Agreement based upon such breach. If you are in breach of any other provision of this Agreement, Digital Ally may, in its discretion, immediately temporarily suspend your access to, and use of, the Website and Services (including use by your Authorized Users) until, in Digital Ally's discretion, the breach or the threat to the security or functionality of the Services or the Website are cured, and upon such cure, Digital Ally will use reasonable efforts to re-establish the affected Services promptly. The exercise of Digital Ally's rights under this Section 10.03 shall not be deemed to waive Digital Ally's right to terminate this Agreement based upon any such breaches, and Digital Ally may further exercise all of its additional legal and equitable rights.

10.03 Record or Data Retention. Upon termination of this Agreement, Digital Ally is not obligated to maintain Customer Data, unless required by a court, or other government entity, with jurisdiction over this Agreement. Although it is all customers' obligation to maintain, retain, preserve, and back up its Customer Information at all times during and following the term of this Agreement, as long as Customer is not in default of the Agreement at and following termination of this Agreement, if Customer delivers written notice to Digital Ally within sixty (60) days following such termination that Customer requests the return of its Customer Information in Digital Ally's possession ("**Timely Notice**"), within sixty (60) days following such Timely Notice, Digital Ally will, at Customer cost and expense in accordance with Exhibit A hereto, provide Customer with post-termination and data retrieval authority and assistance as may be reasonably required for Customer to download and transfer its Customer Information to Customer servers. In Digital Ally's sole discretion, the Customer Information stored on the VuVault.com cloud system may be returned to Customer utilizing an Amazon Web Services Snowball storage (or similar) device selected by Digital Ally ("**AWS Snowball**"), unless another method of return is mutually agreed to by Digital Ally and Customer. After Digital Ally provides such AWS Snowball to Customer through Amazon Web Services, the Customer Information shall be deemed returned, and Customer's access to, and right to use, the FleetVu-Manager.com cloud system for any purpose shall cease. The AWS Snowball is designed to return the camera video, the metadata associated with each camera video, and the files included within each digital case that Customer has successfully downloaded to the FleetVu-Manager.com cloud system. A copy of the AWS Snowball User Guide is currently available at <https://docs.aws.amazon.com/snowball/latest/ug/AWSSnowball-ug.pdf>, and Digital Ally makes no independent warranties or representations to Customer regarding the use or performance of the AWS Snowball, it being understood by Customer that Amazon Web Services terms and conditions relating to the AWS Snowball shall apply to its supply and usage under this Agreement. Any charges for the AWS Snowball shall be paid for by Customer. If a customer is in default of this Agreement at and/or following termination, it is a defaulting customer's obligation to have preserved its Customer Information and, unless required by a court or other government entity

with jurisdiction over this Agreement, post-termination data retrieval assistance and/or preservation will not be provided to such defaulting customer by Digital Ally.

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

10.05 Survival. Termination or expiration of this Agreement shall not relieve either party of obligations that by their nature or term survive termination or expiration; such as, by way of example and without limitation, the obligation to make all payments that have or will become due under this Agreement, and the confidentiality obligations in Section 9.

10.06 Insurance. Insurance shall be handled in accordance to Appendix A, Section 10N of DIR Contract No. DIR-TSO-4176.

11. DEFINITIONS

11.01 "**Cloud Storage**" means data storage where the digital data is stored in logical pools, the physical storage spans across multiple servers (and often locations), and the physical environment is typically owned and managed by a hosting company.

11.02 "**Confidential Information**" means non-public information that a party provides and reasonably considers to be of a confidential, proprietary or trade secret nature, including trade secrets, know how, inventions, techniques, research, designs, methods, compilations, processes, plans, programs, procedures, schematics, software source documents, data, customer lists, customer and supplier information, financial statements, projections and other financial information, and engineering, sales and marketing plans, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing. Without limiting the foregoing, Confidential Information shall include all Customer Information and Customer Data and all Digital Ally intellectual property. Confidential Information shall not include Non-Confidential Information as defined below. Pursuant to Appendix A, Contract No. DIR-TSO-4176, Confidential Information of Customer is subject to the Texas Public Information Act.

11.03 "**Internet**" means the global computer network comprised of interconnected networks using standard protocols including TCP/IP.

11.04 "**Non-Confidential Information**" means information which: (i) is, as of the time of its disclosure or thereafter becomes part of the public domain through no fault of the receiving party; (ii) can be demonstrated by credible evidence: (a) as rightfully known to the receiving party prior to the time of its disclosure, or (b) to have been independently developed by the receiving party; or (iii) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party.

11.05 "**Server**" means the Cloud server or servers as designated by Digital Ally from time to time through which Digital Ally provides the FleetVu-Manager Services in accordance with this Agreement.

12. GENERAL

12.01 Amendment. This Agreement shall only be amended by a written instrument signed by each of the parties.

12.02 Notices. Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-4176.

12.03 Assignment and Delegation. Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-4176, provided however, that Vendor can assign this Agreement, and any or all of its rights, interests, or obligations hereunder, to its parents, subsidiaries, affiliates, its successors in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of its merger, consolidation, change in control, corporate reorganization, or similar transaction (each, a "**Permitted Assign**" and collectively, "**Permitted Assigns**") upon written notice to DIR without any further approval as long as any Permitted Assigns shall assume all obligations of Digital Ally under this Agreement.

12.04 Governing Law; Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its choice of law principles. Any action arising from or relating to this Agreement and must be brought in state courts located in Travis County, Texas.

12.05 Waiver, Remedies, and Severability. If any provision of this Agreement is deemed illegal or otherwise unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect if the essential provisions of this Agreement for each party remain valid, legal and enforceable. The waiver of any breach, right, or election of any remedy in one instance, by either party, shall not affect, nor constitute a waiver of, any breach, rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the Parties operates as a waiver or estoppel of any right, remedy or condition.

12.06 Compliance with Laws. Customer and Digital Ally shall comply with all applicable federal, state, and local laws and regulations.

12.07 Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-4176, provided, however that a Customer shall not be permitted to terminate an accepted Purchase Order in the event of a Force Majeure.

12.08 Independent Contractor. Customer and Digital Ally are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, or joint venture between the Parties.

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

12.10 Interpretation. Any pronoun used in this Agreement shall include the corresponding

masculine, feminine and neutered forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereto," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires. The references to Exhibits, Sections, Subsections, or Articles are references to the Exhibits, Sections, Subsections or Articles of this Agreement, unless the context otherwise requires. This Agreement shall be deemed to be drafted equally by both Parties and shall not be subject to any rule requiring that it be construed against any drafter.

12.11 Captions and Section Heading and Section Numbers. The captions, section headings, and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement.

12.12 Survival of Obligations. The obligations of the parties hereunder, which by their terms might apply after the completion or termination of this Agreement shall survive such completion or termination.

12.13 Electronic Information. You are capable of printing or storing a copy of any electronic records of transactions into which you enter including, without limitation, any amendments to this Agreement; and, you agree to receive electronically information about the Services and other electronic records from Digital Ally that are necessary and appropriate to this Agreement.

12.14 Entire Agreement. DIR Contract No. DIR-TSO-4176 and this Agreement, along with the exhibits and policies referenced herein, constitutes the entire agreement between the Parties concerning the FLEETVU-MANAGER WEBSITE ACCOUNT AND CLOUD STORAGE LICENSE, superseding all previous agreements, proposals, representations, or understandings, whether oral or written.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Effective Date first above written.

DIGITAL ALLY, INC.

BY: _____
NAME: _____
TITLE: _____

CUSTOMER: _____

BY: _____
NAME: _____
TITLE: _____