

CINCINNATI BELL SMART VISION TERMS AND CONDITIONS SUPPLEMENT

1. DEFINITIONS.

- 1.1. Customer Network – the network and/or connectivity provided by Customer
- 1.2. End Users - the individuals who connect to the Cincinnati Bell Camera Solution
- 1.3. User Information – available to Customer via collection of video/data from camera systems & related-software

2. SERVICES AND RATES.

- 2.1. Customer will be responsible for all taxes, assessments or other charges (excluding taxes based on Cincinnati Bell's net income) imposed upon or relating to the provision or use of the products and services provided hereunder.
- 2.2. Any other regulated services not listed herein which are provided by Cincinnati Bell to Customer, shall be governed by the rates, terms, and conditions of the appropriate tariff. Cincinnati Bell shall comply with all applicable laws, rules, regulations, ordinances, and codes (collectively, "Legal Requirements") in connection with the provision of the Service.
- 2.3. **Promotions.** It is understood that Cincinnati Bell may offer certain promotions to Customer, from time to time, which include discounts in exchange for Customer agreeing to prearranged conditions including, but not limited to, Customer's cameras and software.

3. SERVICE DESCRIPTION.

Cincinnati Bell Smart Vision, in partnership with Cincinnati Police Department ("CPD") or as a standalone system monitored by the end user, is a public-private-community effort centered on developing real-time surveillance connections between CPD and local businesses. Cincinnati Bell's solution consists of video cameras, video managed system (VMS), and support. Systems must be installed by Professional Cabling Services ("PCS"), or an approved vendor of Cincinnati Bell.

3.1 Service Options. Software provided will have an option for 7, 14, 30 day video storage and will be priced accordingly. Cincinnati Bell provides additional options for indoor and outdoor cameras.

3.1.1 Services may be invoiced as a monthly recurring charge, non-recurring charge, or a combination of both charges depending upon the Service Option selected by Customer.

4. CINCINNATI BELL GENERAL RESPONSIBILITIES & OBLIGATIONS.

- 4.1. Cincinnati Bell will provide Customer with access to the Services (as detailed below), as well as basic support and troubleshooting as provided by this Supplement.
- 4.2. Customer acknowledges and agrees that Cincinnati Bell's obligations under this Supplement apply only as to the Cincinnati Bell Network and do not apply to the Customer Network.
- 4.3. Cincinnati Bell will (a) monitor and manage the Camera Solution, and work with Customer to resolve connectivity issues as it pertains to Internet access; (b) manage the Service Call / Incident queue for requests, issues coordination, and communication/resolution, and follow-up on all appropriate tickets outside of accepted operating levels; and, (c) assign qualified resource(s) (e.g., having technical, process, and/or management experience) to perform the any necessary Services.

5. CUSTOMER GENERAL RESPONSIBILITIES & OBLIGATIONS.

5.1. Cameras. At Customer's sole cost and expense, Customer will provide for, install, and maintain, with the aid of an installer approved by and the City, a set of at least four (4) network-based (i.e., "IP") surveillance cameras ("cameras"). Each camera will have an AXIS approved SD Card installed in the camera; Customer will not remove, or cause to be removed, any such SD Card. All cameras will at all times meet the following minimum requirements and specifications; provided, however, that Cincinnati Bell may at any time alter the minimum requirements and specifications related to the cameras, including, but not limited to, the exact number of cameras to be maintained:

5.1.1. Coverage. All cameras will be positioned as determined by PCS and/or CPD. Cameras positioned outdoors will cover all areas generally accessible by the public on and near the Customer's property. Cameras positioned outdoors will also be positioned such that they will legibly capture the license plates of automobiles passing through the Customer's property and such that the cameras are located away from obstructing light sources. Among the cameras positioned indoors, at least one (1) will directly face all regularly-used entrances of the Customer from the inside.

5.1.2. Resolution. All cameras will produce a resolution of at least 1080p.

5.1.3. Visibility. All cameras will produce clear videos with discernible images under all lighting conditions at all times of the day and night. All cameras will possess wide dynamic range capabilities and support both normal and low light environments.

5.1.4. Durability. All cameras will be encompassed by IP66-rated encasing.

5.1.5. Hardware. All cameras will feature RJ45 connectors, physical slots for SD/SHDC storage cards, and edge storage capabilities.

5.1.6. Brand and Model. All cameras will be manufactured by Axis, Tyco or Hanwha, and be compatible with Cincinnati Bell's surveillance software provider. All camera brands and models will be approved by Cincinnati Bell.

5.2 Network. At Customer's sole cost and expense, Customer will provide for a high-speed internet connection capable of consistently producing upload speeds at all times of at least 4 megabytes per second/per camera to ensure sufficient internet speeds. At Customer's sole cost and expense, Customer will also provide for a network switch that will be approved by Cincinnati Bell.

5.3. Storage. At Customer's sole cost and expense, Customer will ensure that footage from all cameras is stored on a 128GB SD card, and for at least thirty (30) days via a network-attached storage device ("NAS") or cloud-based storage that will be compatible with Cincinnati Bell's surveillance software provider.

5.4 Cloud Subscription. At Customer's sole cost and expense, Customer will continuously provide for any cloud-related subscription services required to connect the cameras to Cincinnati Bell's surveillance software provider

5.5 Lighting. At Customer's sole cost and expense, Customer will provide for, install, and maintain external lighting, with the aid of an installer approved by Cincinnati Bell, that will at all times meet the following minimum requirements, standards, and specifications, unless otherwise agreed to by the Parties:

5.5.1. Illumination. Customer's external lighting will fully and continuously illuminate all property areas generally accessible by the public. Customer's external lighting will provide sufficient lighting so that all cameras produce clear videos with discernible images at all times of the day and night.

5.5.2. Illumination Requirements. {i.e. footcandles requirements, etc.} – Customer will be designated, in the sole discretion of Cincinnati Bell and the partnering police organization, a "Gas Station", a "Small Parking Lot Entity," or a "Large Parking Lot Entity". A "Small Parking Lot Entity" is an establishment that has an uncovered parking area of less than twenty (20) parking spots. A "Large Parking Lot Entity" is an establishment that has an uncovered parking area of more than twenty (20) parking spots. Depending on its designation, Customer will ensure that, in all outdoor areas frequented by members of the general public, its external lighting averages a horizontal illuminance level, at grade, according to the following standards:

(a) For a "Gas Station," at least twenty (20) footcandles in all outdoor areas.

(b) For a "Small Parking Lot Entity," at least fifteen (15) footcandles. The fifteen (15) footcandle requirement is limited to the parking area; the entrance area must maintain a 20-footcandle footprint.

(c) For a "Large Parking Lot Entity," at least ten (10) footcandles. The ten (10) footcandle requirement is limited to the parking area; the entrance area must maintain a 20-footcandle footprint.

External lighting at all other property areas will average a horizontal illuminance, at grade, of at least five (5) footcandles, including at Customer's property line.

If Customer believes that its establishment maintains adequate lighting, but it does not meet the illumination requirements outlined in this subsection, it may request a waiver of these illumination requirements from Cincinnati Bell. The decision whether to grant a waiver will be made by Cincinnati Bell in its sole discretion.

5.5.3. Other. Customer's external lighting will fully and continuously illuminate all property areas generally accessible by the public. Customer's external lighting will provide sufficient lighting so that all cameras produce clear videos with discernible images at all times of the day and night.

5.6 Electrical. At Customer's sole cost and expense, Customer will provide for a supply of electricity that will at all times ensure for the continuous operation of all Customer's cameras and external lighting.

5.7 Signage. At Customer's sole cost and expense, Customer will provide for, install, and maintain, with the aid of an installer approved by Cincinnati Bell, the following external signs and fixtures:

5.7.1. Wall Sign. Customer will provide for, install, and maintain one (1) aluminum sign affixed to the Customer's exterior wall in a location visible to the general public.

5.7.2. Flag Signs. Customer will provide for, install, and maintain a set of aluminum two-sided flag signs, the exact number of which to be determined by Cincinnati Bell, affixed to Customer's exterior walls in locations visible to the general public.

5.7.3. Door Decals. Customer will provide for, install, and maintain one (1) solid vinyl window decal affixed to each side of Customer's main entrance doors.

5.7.4. Other. The specifications and installation locations of lighting and all other signage relating to Customer's participation.

5.8 Access. Customer will allow Cincinnati Bell to remotely access live and recorded video footage from all cameras at all times.

5.9 Clear View. Customer will ensure that its windows and doors are, at all times, not obstructed by objects, fixtures, and signage such that there will be a clear view into, and out from, Customer, as determined by Cincinnati Bell.

5.10 At any time, Cincinnati Bell may, in their sole discretion, determine that the technical specifications outlined in this Section 5 warrant revision. If Cincinnati Bell conclude that such technical specifications warrant revision, Cincinnati Bell shall provide Customer with the revised specifications as determined by Cincinnati Bell. Customer will implement those revised specifications within thirty (30) days of Cincinnati Bell's providing the revised specifications.

5.11 If Customer fails to comply with any of the provisions of this Section 5, Cincinnati Bell may, in their sole discretion, immediately terminate this Agreement and Customer's participation in the program.

6. SURVEILLANCE / MEETINGS / PATROLS.

6.1. Surveillance. At Cincinnati Bell's discretion, it will monitor Customer's cameras, including, but not limited to, during emergencies and other exigent circumstances. In the event a 9-1-1 call is placed by Customer to CPD (or other police programs), CPD will make its best effort to monitor Customer's cameras until CPD deems that the premises are secure. This Agreement does not oblige CPD to monitor Customer's cameras at any time.

6.2. Meetings. At Cincinnati Bell's discretion, Customer, a designated CPD representative, City personnel, and community members may meet to discuss public safety issues concerning Customer and its surrounding neighborhood.

6.3. Patrols. At CPD's discretion based on the totality of circumstances, CPD may coordinate visits that may encompass, but are not limited to, the following: entering into Customer's premises, signing in at the Customer premise, patrolling parking lots and other parts of Customer's property, engaging loiterers, and working with Customer employees for the purpose of furthering law enforcement efforts.

7. ACCESS TO USER INFORMATION.

7.1. While Customer is in good standing, Cincinnati Bell grants to Customer a limited, non-exclusive, royalty-free license to use all Cincinnati Bell Camera Solution data made available through the Services, which data shall be made available to Customer by Cincinnati Bell throughout the Term and for a period of thirty (30) days following termination or expiration of this Agreement. After such 30-day period, Cincinnati Bell shall be under no further obligation to retain or provide any User Information to or for Customer. For purposes of this Supplement, "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

8. PHONE SUPPORT; REPAIR / SERVICE ENGAGEMENTS.

8.1. 24x7 Phone Support. Cincinnati Bell will provide telephone support to Customer on a 24x7 basis. Customer may contact the Cincinnati Bell Support Team at 844-436-7003.

8.2. Repair / Service Engagements. Cincinnati Bell Smart Vision is offered on a "best-effort" basis. Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with Smart Vision is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from Customer's equipment or facilities. Customer will cooperate with any joint testing of Smart Vision reasonably requested by Cincinnati Bell. Any incidents impacting Customer's service will be supported by Cincinnati Bell on a "best effort" basis until the corrective action is executed.

8.3. Requirements for Repair/Service Engagements. Customer shall make reasonable efforts to schedule appointments for any repair/service engagements during Cincinnati Bell's normal business hours (9am–5pm EST – weekdays only). Cincinnati Bell's approved subcontractor will contact Customer, if necessary, to coordinate an onsite-visit and may require access to Customer's building.

9. CUSTOMER OBLIGATIONS; ACCEPTABLE USE / PROHIBITED ACTIVITIES.

9.1. Prior to requesting repair service from Cincinnati Bell, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of the Service reasonably requested by Cincinnati Bell.

10. REMEDIES.

10.1. If Customer is dissatisfied with the Service or any of its terms, conditions, rules, policies, guidelines or practices, Customer's sole and exclusive remedy is to terminate this Supplement. Under no circumstance shall Cincinnati Bell be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result in any way from the: (i) setup or installation of the Service (ii) use of the Service or Customer's ability to use the Service; (iii) access to the Internet or any part thereof; (iv) Customer's reliance on or use of information or services provided on or through the Service; or (v) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission or any failure of performance of the Service.

11. TERMINATION CHARGES.

11.1. Upon termination of this Agreement by either party, Customer agrees to return Equipment in good condition, reasonable wear and tear excepted, to Cincinnati Bell within thirty (30) days of disconnect date. If Equipment is not returned within thirty (30) days, Customer will be charged an "Equipment Non-Return fee", calculated as the total depreciated value of all hardware related to this Supplement multiplied by the remaining tenure of this Supplement. If Customer requests Cincinnati Bell to remove the Equipment, Customer will be charged an "Equipment Removal fee" based on the number of pieces of hardware to be removed and Cincinnati Bell resources required for the removal. The Equipment Non-Return and Equipment Removal fees will appear on Customer's next Cincinnati Bell bill.