



CONTRACT APPROVAL / CORRECTION FORM

TO: Sasha Kane

DEPT: PD

DATE: December 13, 2011

SUBJECT: Vigilant Video Contracts

TITLE OF DOCUMENT(S)

1. Site License Agreement
2. Software Warranty and Maintenance Terms and Conditions
3. _____

X APPROVED FOR SIGNATURE – The above referenced document(s) have been reviewed by the Law Department and are approved for signature. The final version is attached. Please have _____ original copies of the document(s) executed as set out below.

_____ RETURN TO DEPARTMENT – The above referenced document(s) are being returned to your department for corrections. Please see comments below.

COMMENTS: _____

By: Jessica Sangsvang
Attorney Name

REQUIRED SIGNATURES ON DOCUMENT(S)

- VENDOR
- DEPARTMENT DIRECTOR
- ASSISTANT CITY ATTORNEY
- ASSISTANT CITY MANAGER
- CITY SECRETARY



OFFICE OF THE CITY ATTORNEY

The City of Fort Worth ★ 1000 Throckmorton Street ★ Fort Worth, Texas 76102
817-392-7600 ★ Fax 817-392-8359



City of Fort Worth
Inter-Office Correspondence

DATE: April 20, 2012

TO: City Secretary Office

FROM: Sasha Kane
Program Support Division

SUBJECT: Vigilant Video Contract

Please find three original copies of the Vigilant Video agreement. Please contact me when the two originals are ready for pick up. I have attached the M&C and the IOC with signatures showing approval.

Sasha Kane
X4243



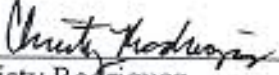
Police Department
Inter-Office Correspondence

DATE: December 14, 2011
TO: Charles Daniels
Assistant City Manager
FROM: Sasha Kane
Grants & Contracts Management Section
SUBJECT: Vigilant Video Software Site License Agreement

Attached for your signature and initials is Vigilant Video Law Enforcement Product Software Site License Agreement. This agreement is for the software licenses associated with the license plate reader project being purchased with FY09 UASI LEAP and FY10 UASI LEAP grant funds.

I have tabbed the pages where your signature and your initials are needed.

Please contact me (x4243) with any questions or concerns.



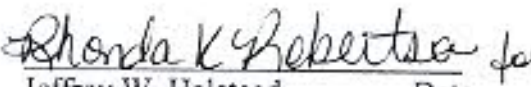
Christy Rodriguez Date
Program Support Manager

Approved
 Not Approved
 Comments Attached




Paul Henderson Date
Chief of Staff

Approved
 Not Approved
 Comments Attached



Jeffrey W. Halstead Date
Chief

Approved 12-15-11
 Not Approved
 Comments Attached



Jessica Sangsvang Date
Assistant City Attorney

Approved
 Not Approved
 Comments Attached



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_____ **RETURN TO DEPARTMENT** – The above referenced document(s) are being returned to your department for corrections. Please see comments below.

COMMENTS: Please fill in the agency information

By: Jessica Sangsvang *Jessica Sangsvang*
Attorney Name

REQUIRED SIGNATURES ON DOCUMENT(S)

- VENDOR
- DEPARTMENT DIRECTOR
- ASSISTANT CITY ATTORNEY
- ASSISTANT CITY MANAGER
- CITY SECRETARY



OFFICE OF THE CITY ATTORNEY

The City of Fort Worth ★ 1000 Throckmorton Street ★ Fort Worth, Texas 76102
817-392-7600 ★ Fax 817-392-8359

City of Fort Worth
Annual Renewal Agreement

July 23, 2013

Vigilant Solutions Inc
2021 Las Positas Ct STE 101
Livermore, CA 94551
Attn: Lisa Dalisa
Email Address: lisa@vigilantvideo.com
Phone #: 925-398-2079
Fax #:

lisa.dalisa@vigilantsolutions.com

REQUEST TO EXERCISE RENEWAL OPTION
License Plate Readers Systems
CURRENT CONTRACT #: 11-0271
P.O. #: 12-00068669

Your contract will expire on 10/25/2013. If you agree to extend the existing contract for an additional 12-month period, please mark the appropriate box, sign below and return to the Purchasing Division within 48 hours. Final approval is dependent upon the Purchasing Manager and fund availability. A Notice of Blanket Award with the new purchase order number will be forwarded to you upon completion of the renewal process.

Please return your signed renewal letter along with a copy of your current insurance certificate.

Please make any changes on this document including name, address, email address and/or phone number. In addition, you may log onto BuySpeed Online at <http://fortworthtexas.gov/purchasing> and update your company information immediately.

If you have any questions concerning this correspondence, please contact the undersigned at 817-392-8381. Thank you for your prompt attention and for your continued interest in doing business with the City of Fort Worth.

Sincerely,
Pamela Kenney
Purchasing Division
Financial Management Services Department
817-392-8381 – Direct
817-392-8440 – FAX

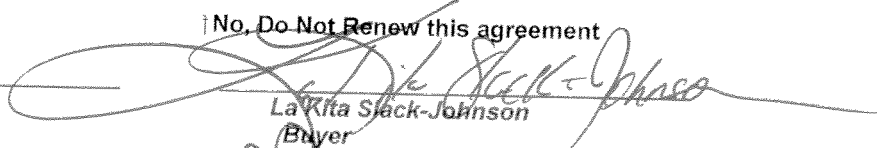
From: 10/26/13 through 10/25/14

Yes, Renew this agreement

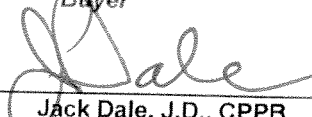
No, Do Not Renew this agreement



Lisa Dalisa



La Rita Slack-Johnson
Buyer



Jack Dale, J.D., CPPB
Purchasing Manager

10/26/13
10/13

Search Results

Current Search Terms: vigilant* solutions* Inc*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Vigilant Video

SOFTWARE SUPPORT, WARRANTY AND MAINTENANCE - TERMS AND CONDITIONS

1. Definitions

Unless otherwise defined in these Software Maintenance Terms and Conditions, the following definitions shall have the meaning set forth below:

- “*Authorized Service Representative*” shall mean Vigilant Video’s employees, consultants, subcontractors, contractors, or agents who provide Support Services on behalf of Vigilant Video.
- “*Documentation*” means any and all documentation provided by Vigilant Video in connection with the Licensed Software, including but not limited to manuals, release notes, and user guide(s). Vigilant Video may deliver Documentation in digital format.
- “*Maintenance Release*” means a new release of the Licensed Software, which corrects an error or other bug in the Licensed Software.
- “*Problem*” means any non-conformance of the Licensed Software with its Documentation or specifications and that adversely affects the service or operation of the Licensed Software.
- “*Permanent Solution*” means a resolution to a Problem that (i) causes the Licensed Software to substantially conform with the Documentation, and (ii) restores the service and operation of the Licensed Software to satisfaction of Licensee without any material loss of functionality.
- “*Release*” means a new version of the Licensed Software, which shall include all upgrades and updates to the Software and all Maintenance Releases.
- “*Supported Release*” shall mean any Release, (other than a Maintenance Release), that is no more than one Release (other than a Maintenance Release) older than the current Release (other than a Maintenance Release) or any Release (other than a Maintenance Release) that was provided to Customer during the prior twelve-month period, whichever is longer.
- “*Update*” means providing an improvement or enhancement to existing functionalities and/or Releases.
- “*Work Around*” means a temporary resolution of a Problem that restores service and operation of the Licensed Software without any material loss of functionality.

2. Standard Support and Maintenance

Standard installation support and maintenance in most cases will be included free of additional charge for 3 months (post initial start up) with the purchase of new licenses of Vigilant Video products. All Vigilant Video Site License holders will enjoy Level 1, Level 2, and Level 3 support and maintenance program(s) throughout the active life of the Vigilant Video site license agreement. Non-Site License Vigilant Video clients may acquire Software and support maintenance by a licensee purchasing an extended software maintenance warranty on an annual basis.

- 2.1. Level 1 support - consists of access to the Vigilant Video website for software downloads including patches and bug fixes that will be maintained throughout the useful life of the Vigilant Video products and associated utilities. This website will provide: 1) Instructions on how to select, download, and install patches and fixes; and 2) A list, by date of issuance, of upgrades, patches and fixes. Customers providing email addresses on their orders will be automatically added to Vigilant Video’s notification service.
- 2.2. Level 2 support - typically provided by the Customer’s system administrators, applicable Vigilant Video authorized resellers or representatives having more in-depth knowledge of the system and capable of troubleshooting and making appropriate system changes to an extent beyond simple downloading and installation of new software elements. Level 2 response times are: 1) Offsite - within twenty four (24) hours; 2) On site - Scheduled with Customer. An on-line interface (external network connection to the internet) is required in order to facilitate Level 2 support staff to escalate requests to Level 3. Prior to contacting Vigilant Video for support, Licensee will use commercially reasonable efforts to conduct a due diligence investigation of the problem in an attempt to confirm that the Licensee use of the software is not responsible for such problem.

Vigilant Video

- 2.3. Level 3 support - provided by Vigilant Video Engineering team. As Level 2 support exists and is established for a particular licensee, requests must escalate via a Level 2 support team member if Level 3 support is to be later requested. In order to receive Level 3 support an external internet connection must be made available such that support tools such as gotomeeting.com can be utilized by Vigilant Video support personnel. Level 3 response times are: 1) Offsite - within twenty four (24) hours; 2) On site - Scheduled with Customer. The Level 3 support team will review and coordinate successful resolution of all support requests and communicate findings and solutions directly to the Customer as is deemed proper and necessary by Vigilant Video.
- 2.4. Level 3 support is available 9:00 AM to 5:00 PM pacific time, (USA) Monday through Friday. Availability of Vigilant Video's support service will correspond with Vigilant Video's United States holiday schedule, which will be made available to Customer upon request.
- 2.5. In addition to the above, Licensees covered under a Vigilant Video support and maintenance agreement (e.g., initial warranty, extended warranty or site license agreement) will receive:
 - 2.5.1. Vigilant Video shall use all beneficially reasonable available resources and best efforts to correct errors in program codes and procedural documents supplied with the Software where such errors are brought to Vigilant Video's attention during the term of coverage;
 - 2.5.2. Vigilant Video designated standard Software functionality enhancements and improvements and new releases of the Software;
 - 2.5.3. Appropriate documentation and/or Updates with each Software release enhancements and improvements and new versions of the Software, if such documentation and/or Updates and media have been prepared by Vigilant Video with respect to Software release enhancements or improvements or new versions;
 - 2.5.4. Access to Level 3 Engineering Support staff for use by Customer's application administrators in reporting Software malfunctions and to obtain assistance in the use of the Software; and
 - 2.5.5. Vigilant Video will provide Customer with access to all new improvements or enhancements to *existing* functionalities in the commercially released versions of the baseline applications of the Licensed Software to Customer when they are made available for the general public.
 - 2.5.6. Maintenance for custom modifications to software releases / versions licensed to the Customer as part of this contract.
- 2.6. Exclusions from Maintenance Support Services for the Software include:
 - 2.6.1. Licensed Software that has been altered, damaged, modified by Customer or a third party, except as authorized in writing by Vigilant Video;
 - 2.6.2. Errors caused by the negligence, abuse or misapplication, attempt to maintain the Licensed Software by Customer or any third party;
 - 2.6.3. Failure of Third Party Products not authorized by Vigilant Video;
 - 2.6.4. Any future Operating System upgrade beyond those Operating Systems stated in the applicable Vigilant Video documents pertaining to said products; and
 - 2.6.5. Additional/new functionalities and features not included in the commercially released baseline versions.
- 2.7. All maintenance modifications made to the Software shall be in computer readable form that will be available to the Customer electronically.
- 2.8. All Software maintenance performed by Vigilant Video will be accomplished without regard to any modifications made by Customer to the Equipment or its operating environment.

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3. Termination

- 3.1. Either Party may terminate the Software warranty and Maintenance services at any time, for breach by the other party not cured within thirty, (30) days after written notice thereof.
- 3.2. Notwithstanding the foregoing, a Maintenance Agreement is subject to immediate termination if Customer fails to make any payment due Vigilant Video by the net 30 day payment terms stated upon a valid Vigilant Video invoice.
- 3.3. The anniversary date for all Maintenance or Warranty Support Services shall be the date of delivery of the license to the Customer.
- 3.4. Any Maintenance or Warranty Agreement shall automatically terminate upon termination of the license(s) or rights to use the Software under any such Agreement.

4. Maintenance Charges and Fees

- 4.1. The Customer shall pay to Vigilant Video the license fees and Maintenance Support Fees in the amounts as stated in the Vigilant Video's proposal which has been executed by the licensee or otherwise validated by a licensee purchase order or written promise to provide payment.

5. Miscellaneous Terms

- 5.1. IN NO EVENT WILL VIGILANT VIDEO BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF VIGILANT VIDEO HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. Vigilant Video and Customer agree that the limitations specified above and otherwise in this agreement will survive and apply even if any limited remedy provided in this agreement is found to have failed of its essential purpose.
- 5.2. Neither party will be liable for any failure or delay in the performance of its obligations under the stated software support, warranty and maintenance services. Failure or delay to render such services shall not be deemed as default of any Agreement and therefore shall not be grounds for termination of any pre-existing Agreement between Customer and Vigilant Video if both of the following conditions are satisfied: 1) the failure or delay could not have been prevented by reasonable precautions, and cannot be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and 2) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power, or supplies; war, terrorism, or other violence; and law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further performance of those obligations under this agreement affected by the Force Majeure Event for as long as: a) the force Majeure Event continues; and b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two (2) business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- 5.3. If any of the terms of this software warranty conflict with any Customer Site License Agreement, the terms of the Customer's software Site License Agreement shall survive.
- 5.4. Customer, upon written request to Vigilant Video, and with thirty (30) days advanced notification to Vigilant Video, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to the software support, warranty and maintenance services rendered to the Customer throughout any time period Customer had received such services.



2021 Las Positas Court
 Suite 101
 Livermore, CA 94551
 Phone # 925-398-2079
 Fax # 925-398-2113

Invoice

Due Date	Date	Invoice #
11/30/2014	10/31/2014	00009583

Bill To
Fort Worth Police Department Corey Autrey 350 W. Belknap St. Fort Worth, TX 76201 817-378-1500

Ship To
Fort Worth PD

P.O. Number	Terms	Rep	Ship	Via	Account #	Project
PO-15-00085316	Net 30	MB		Federal Express	1005028	

Qty	Backorder	Item Code	Description	Price Each	Amount
84	0	VV-NVLS-01	SO-MKB-LAK-311014-01 Account#1005028 NVLS TIER II 1 MNTH DATA SUB UP TO 12 HOT LIST RECORDS NVLS Tier II Subscription Period: 10/26/14 thru 10/25/15	128.00	10,752.00
1	0	VS1PD-DIRECT-07	VS EXT PRIVATE LPR DATA ACCESS VIA LEARN VS EXT Private LPR Data Access via LEARN Subscription Period: 10/26/14 thru 10/25/15	28,800.00	28,800.00

Handwritten notes:
 6876 539120
 035442679040 -
 0601 539120
 0351301
 \$16,480.00
 \$23,072.00 2/10/15
 Jasha K...

Please make checks payable to Vigilant Solutions	Subtotal	\$39,552.00
	Sales Tax (0.0%)	\$0.00
	Payments/Credits	\$0.00
	Balance Due	\$39,552.00

Law Enforcement Product Software Site License Agreement

This Vigilant Video Software Site License Agreement (the "Agreement") is made and entered into as this 1st Day of December, 2011 (the "Effective Date") by and between **Vigilant Video Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant Video") and the City of Fort Worth, a law enforcement agency or other governmental agency, having its principal place of business at 350 west Belknap Street Fort Worth, TX 76102 ("Licensee")

WHEREAS, Vigilant Video designs, develops and licenses advanced video analytics software technologies for the security and law enforcement markets;

WHEREAS, Licensee desires to license from Vigilant Video the Software Product(s) (as defined below) for itself and Affiliates (as defined below)

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Licensee and Vigilant hereby agree as follows:

Definitions:

"Affiliate(s)" means any employee, contractor, or volunteer who is affiliated with Licensee or is authorized by Licensee or is controlled by or under control of Licensee and who may also utilize the Software Product(s) (as defined below). Final determination of affiliate approval is left to the sole discretion of Vigilant Video.

"Effective Date" means the day this Agreement has been fully executed by duly authorized representatives of both parties.

"Software Product(s)" means Vigilant Video's Law Enforcement product family of software product(s) including CarDetector Mobile LPR Edition, CarDetector Fixed LPR Edition, Law Enforcement Archive & Retrieval Network (LEARN) Server, CamSmartz, LineUP and other software applications considered by Vigilant Video to be applicable for the benefit of law enforcement agencies.

"Site License" means a non-exclusive, non-transferable, limited term license to install and operate Software Product(s) on to any applicable media without quantity limitation within the Licensee's designated facility for an initial period of two (2) years.

"Subscription" means an annual renewal of the Site License held by any Licensee who is in compliance with the terms and conditions of this Agreement.

Site License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant Video grants Licensee a Site License. Except as expressly permitted by this Agreement, Licensee, any Affiliate or any third party acting on behalf of Licensee shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Product(s). Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise.

Agreement between Vigilant video and CFW for License Plate Reader Software site License


Vigilant Initials


Licensee Initials

Vigilant Video

The Licensee is permitted to redistribute the Software Product(s) to Affiliate(s) acting on behalf of Licensee only for the duration of this Site License within the Licensee's designated agency.

Affiliate(s) are permitted to use Software Product(s) only for law enforcement or government- approved purposes. Use of Software Product(s) for any other purpose (e.g., private consultant services) is prohibited.

Affiliate(s) who discontinue their association with the Licensee do not have the right to continue using personal copies of the Software Products obtained under this Agreement, nor may such former Affiliate(s) obtain updates of the Software Product(s) from the Licensee. However, the Licensee is not under obligation to enforce such compliance by former Affiliate(s) beyond its implementation of restrictions set forth above regarding access to the Software Product(s) by Affiliate(s).

Licensee shall display a full copyright notice and any other notice of use on all copies of the Software Product(s) being redistributed to Affiliate(s). Licensee shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Product(s) are first started on any computer. Any use or redistribution of Software Product(s) in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant Video is strictly prohibited.

Termination:

This Agreement is effective as of the Effective Date until October 25th, 2013, or until terminated. Licensee may terminate this Agreement at any time by notifying Vigilant Video of the termination in writing thirty (30) days prior to the termination and deleting all copies of the Software Product(s). If Licensee terminates its license prior to the end of the licensed period, Vigilant Video will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant Video by Licensee. Upon termination of the Site License, Licensee shall immediately cease any further use of Software Product(s) by itself or its Affiliate(s).

Vigilant Video has the right to terminate this Agreement by providing thirty (30) days notice if Licensee violates any material term or condition of this Agreement. Upon receipt of Vigilant Video's notice of termination, licensee shall be afforded thirty (30) days to cure such violations. If within thirty (30) days of written notice of violation from Vigilant Video Licensee has not reasonably cured, Licensee shall immediately discontinue all use of Software Product(s) and certify to Vigilant Video that it has returned or destroyed all copies of Software Product(s) in its possession or control.

Warranty and Disclaimer:

Vigilant Video warrants that Software Product(s) manufactured by Vigilant Video will be free from "significant" defects during Site License and/or Subscription period then in effect ("Warranty Period"). Significant defects are those which impede function of the main delivery modules of Software Product(s). This warranty does not include products not manufactured by Vigilant Video. Vigilant Video's obligation to repair or replace any defective Software Product(s) during the Warranty Period shall be Customer's exclusive remedy. Vigilant Video shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, handling and shipping or loss unless such charges are due to Vigilant Video's gross negligence or intentional misconduct. Licensee and its Affiliates assume the entire risk as to the results and performance of the Software Product(s). Vigilant Video disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant Video be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Product(s).

Agreement between Vigilant video and CFW for License Plate Reader Software site License


Vigilant Initials


Licensee Initials

Vigilant Video

Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by the Licensee that Licensee's users are instructed to only utilize the interface to the licensed software at times when it is safe to do so. Vigilant Video is not liable for any accident caused by a result of distraction using this touch screen while operating a moving vehicle.

Products and Services:

Upon receipt of payment or purchase order of Site License, Vigilant Video will deliver or make available to the Licensee the Software Product(s). Updates, patches and bug fixes of the Software Product(s) will be made available to the Licensee at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant Video will make available throughout the active license period e-mail and fax support to an administrator and support contacts designated by the Licensee, known as Licensee "Technical Support Agents." Under the Site License or Subscription agreement, Affiliates of the Licensee must channel all questions related to the Software Product(s) through the Technical Support Agent(s), the latter of which must make a good-faith effort to answer such questions before submitting a support ticket at www.vigilantvideo.com or sending an email to support@VigilantVideo.com.

Software Support, Warranty and Maintenance:

Use of the software by the Licensee constitutes acceptance of Vigilant Video's Software Support, Warranty, and Maintenance Terms and Conditions.

Contract Term and Structure:

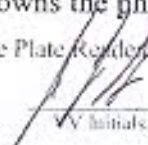
A fully executed and valid Site License will entitle the Licensee to use of the Software Product(s) any time throughout the active period of this ongoing Site License Agreement, in which to set up and install the software product(s) on an unlimited number of media centers within the Licensee's agency. As the Licensee installs additional units of the Software Product(s) and connects them with video cameras, the Licensee will be required to obtain a Camera License Key (CLK) for each installed camera. This is simply done by applying for the CLK by visiting: <http://supportforms.vigilantvideo.com/lrf.aspx> and completing the online request form to Vigilant Video technical support. Within two (2) business days, the Licensee Technical Support Agent will receive the requested CLK in a form set to expire on the same date of the Site License expiration. This remains applicable, to any and all subsequent (additional) CLK's issued throughout the active period of this Site License Agreement.

This agreement may be renewed for up to two (2) successive one-year terms at the City's option if grant funding is available. Renewal at the City's option will occur upon receipt of Subscription payment, entitling the Licensee to a full replacement set of all previously issued CLK's set to expire two (2) years from the Effective Date, and one (1) year from each subsequent renewal date. This Agreement will terminate if 1) the Licensee indicates in writing its intent to discontinue its License or 2) Vigilant Video indicates in writing its intent to discontinue this agreement. In either event, Vigilant Video Inc. reserves the right to refrain from issuing replacement CLK's and to restrict access to services that are available to Licensees in good standing. The Software Product(s) will cease to function after the active global license key has expired.

Ownership of Software:

The Software Product is copyrighted by Vigilant Video and remains the property of Vigilant Video. This license is not a sale of the original software or any copy. The Licensee owns the physical media on which the Software

Agreement between Vigilant video and CFW for License Plate Reader Software site License


Vigilant Video


Licensee Initials

Vigilant Video

Product(s) is installed, but Vigilant Video retains title and ownership of Software Product(s) and all other materials included as part of the Software Product(s).

Site License Fee:

Each Site License fee is based on the total number of sworn officers within the Licensee's and Affiliates' agency(s) at the time of execution of this Site License Agreement. The Site License allows for Licensee to install an unlimited number of licenses of the Software Product(s) as Licensee sees fit to put to use. A schedule of applicable Site License Fees is shown below:

Law Enforcement Product Family – Site License Fee		
TIER	NUMBER OF SWORN OFFICERS	SITE LICENSE FEE
Tier 1	0 < Sworn Officers < 100	\$4,500
Tier 2	101 < Sworn Officers < 250	\$9,000
Tier 3	251 < Sworn Officers < 500	\$18,500
Jumbo	501 < Sworn Officers	\$ 27,000

Subscription Fee:

Each Site License has a Subscription fee due approximately thirty (30) days prior to the expiration of the Site License. The annual Subscription fee enables the Software Product(s) to remain operational for each successive 12 month period, considered active participation of this Site License Agreement; entitles the Licensee to replacement CLK's; and ensures users have access to the latest software versions and associated equipment driver software to allow the Software Product(s) installations to remain current and enable the best possible performance. It is noted that an entity once licensed by the Site License agreement can only utilize active software licensing via the annual subscription license offering.

The Subscription fee is based on the number of current Vigilant Video issued CLK's at the time of subscription fee invoicing, and considered by Vigilant Video as being "in use" during the annual period by the entity in question. A schedule of annual Subscription Fees is shown below:

Law Enforcement Product Family Annual Subscription Fee Schedule			
Tier 1	\$2,500 Base Fee + \$500 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee <i>Maximum</i> \$15,750	License <i>Maximum</i> 60 CLK's
Tier 2	\$2,500 Base Fee + \$500 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee <i>Maximum</i> \$45,000	License <i>Maximum</i> 180 CLK's
Tier 3	\$2,500 Base Fee + \$500 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee <i>Maximum</i> \$87,750	License <i>Maximum</i> 300 CLK's
Jumbo	\$2,500 Base Fee + \$300 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee <i>Maximum</i> \$210,000	License <i>Maximum</i> 700 CLK's

Please Note: Each Tier's Base Fee includes initial 5 CLK's.

Agreement between Vigilant video and CFW for License Plate Reader Software site License

[Signature]
Vigilant

[Signature]
Licensee Initials

Vigilant Video

Approximately Ninety (90) days prior to the annual license renewal date, Vigilant Video will provide the Licensee an invoice for the next year's Subscription fee. Payment of the Subscription fee is due thirty (30) days prior to the renewal date.

Advanced Subscription Fee Payments:

Vigilant Video will accept advanced subscription fee payments on a case by case basis. In such event where advanced subscription fees are made to Vigilant Video, the licensee shall designate at time of payment if advanced payment(s) are: 1) to be considered a general credit toward future fees or 2) to be applied toward fees applicable to specific camera unit 'Systems' operated by the licensee.

General credit advanced payments to Vigilant Video shall be applied in full to each subsequent Subscription Fee invoice until the balance of the credits are reduced to a zero balance. System based advanced credits shall be applied to subsequent Subscription Fees in the amount that entitles the licensee continued operation of the designated camera unit systems for the following subscription period until the credits are reduced to a zero balance.

Price Adjustment:

Vigilant Video has the right to increase or decrease the annual Subscription fee from year to year. It is noted that in the case of an increase, such increase shall be less than 5% of the prior year's fees or shall be less than a percentage equal to the published rate of inflation in the United States, the not-to-exceed limit being whichever of these rate rise percentage limits is greater. If Vigilant Video intends to adjust the annual Subscription fee, it must give notice to the Licensee on or before the above stated invoice date pertaining to the upcoming annual Subscription renewal.

Credits:

During the first two (2) years of license or during subsequent year annual Subscriptions, Vigilant Video may, on its own discretion, adjust fees in consideration of credits which Licensee may have earned during participation in approved Vigilant Video marketing programs.


Initiating a Site License:

To obtain a Law Enforcement Product Family Site License, fill out the *Ordering and Contact Information* form below and return it with a purchase order or payment. Vigilant Video support specialists will contact you after receiving your information.

Limitation of Liability:

IN NO EVENT SHALL VIGILANT VIDEO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF SOFTWARE PRODUCT(S), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT VIDEO HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

Agreement between Vigilant video and CFW for License Plate Reader Software site License


VV Initials


Licensee Initials

Vigilant Video

Confidentiality:

Licensee acknowledges that Software Product(s) contain valuable and proprietary information of Vigilant Video and Licensee and its Affiliates will not disassemble, decompile or reverse engineer any Software Product(s) to gain access to confidential information of Vigilant Video.

Assignment:

Licensee may not assign this Agreement without prior written consent of Vigilant Video. Any attempted assignment without consent shall be void.

Amendment, Choice of Law:

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas, Tarrant County, without regard to its conflicts of law.

Federal Government:

Any use, copy or disclosure of Software Product(s) by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

Complete Agreement:

This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter. The provisions of any Licensee's purchase order and terms of Vigilant Video's project quotation(s) are also included in this agreement as if copied in full. In the event of conflict the terms of this Agreement shall control.

Relationship:

The relationship created hereby is that of Vigilant Video and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party. In the event of any conflict, the terms of this Agreement shall control.

No Rights in Third Parties:

This agreement is entered into for the sole benefit of Vigilant Video and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to

Agreement between Vigilant video and CFW for License Plate Reader Software site License


Vigilant Initials


Licensee Initials

Vigilant Video

authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

Construction:

The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

Severability:

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

Notices:

All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

To Vigilant Video:

Vigilant Video Incorporated
Attn: Sales Administration
2021 Las Positas Court - Suite # 101
Livermore, CA 94551

To City of Forth Worth:

Fort Worth Police Department
Attn: Chief of Police
350 West Belknap Street
Fort Worth, TX 76102

Right to Audit:

Licensee, upon thirty (30) days advanced written request to Vigilant Video, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

Agreement between Vigilant video and CFW for License Plate Reader Software site License


VV Initials


Licensee Initials

Vigilant Video

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Video, Inc.

Authorized Agent: Joseph L. Harzewski III

Title: VP, Sales and Marketing

Date: December 1st, 2011

Signature: Joseph L. Harzewski III

Enforcement Agency: City of Fort Worth

Authorized Agent: Charles W. Daniels

Title: Assistant City Manager

Date: _____

Signature: Charles W. Daniels *ND* *RD*

Attested by: *Mary H. Berry*
Mary H. Berry, City Secretary *11/20/11*



P-11316
Contract Authorization
10/25/11
Date

Vigilant Video

Vigilant Video Law Enforcement Product Family Site License Agreement Ordering & Contact Information

To ensure up to date support offered by Vigilant Video, please complete and submit the following information.

City: City of Fort Worth Enforcement Agency: Fort Worth Police Department

Provide an estimated number of patrol vehicles: 300

Product Interest: CarDetector Mobile Edition
 CarDetector Fixed Camera Edition

Administrator Contact

Person who receives all information related to software, including product updates and licensing information.

Name/Position Corey Autrey
Department Police Department
Address 350 W. Belknap St.
Telephone 817-378-1599 Fax 817-378-1597
E-mail corey.autrey@fortworthtexas.gov

Billing Contact

This is the person to whom all invoices and billing information will be sent.

Name/Position Sasha Kane
Department Police Department
Address 350 W. Belknap St.
Telephone 817-392-4243 Fax _____
E-mail sasha.kane@fortworthtexas.gov

Technical Support Agent

These are the two individuals permitted to receive technical support from Vigilant Video.

Name <u>Corey Autrey</u>	Name <u>Mike Lang</u>
Dept. <u>Police Dept.</u>	Dept. <u>Police Dept</u>
Telephone <u>817-378-1599</u>	Telephone <u>817-378-1599</u>
Fax <u>817-378-1597</u>	Fax <u>817-378-1597</u>
E-mail <u>corey.autrey@fortworthtexas.gov</u>	E-mail <u>mike.lang@fortworthtexas.gov</u>



SOFTWARE SUPPORT, WARRANTY AND MAINTENANCE - TERMS AND CONDITIONS

1. Definitions

Unless otherwise defined in these Software Maintenance Terms and Conditions, the following definitions shall have the meaning set forth below:

- *"Authorized Service Representative"* shall mean Vigilant Video's employees, consultants, subcontractors, contractors, or agents who provide Support Services on behalf of Vigilant Video.
- *"Documentation"* means any and all documentation provided by Vigilant Video in connection with the Licensed Software, including but not limited to manuals, release notes, and user guide(s). Vigilant Video may deliver Documentation in digital format.
- *"Maintenance Release"* means a new release of the Licensed Software, which corrects an error or other bug in the Licensed Software.
- *"Problem"* means any non-conformance of the Licensed Software with its Documentation or specifications and that adversely affects the service or operation of the Licensed Software.
- *"Permanent Solution"* means a resolution to a Problem that (i) causes the Licensed Software to substantially conform with the Documentation, and (ii) restores the service and operation of the Licensed Software to satisfaction of Licensee without any material loss of functionality.
- *"Release"* means a new version of the Licensed Software, which shall include all upgrades and updates to the Software and all Maintenance Releases.
- *"Supported Release"* shall mean any Release, (other than a Maintenance Release), that is no more than one Release (other than a Maintenance Release) older than the current Release (other than a Maintenance Release) or any Release (other than a Maintenance Release) that was provided to Customer during the prior twelve-month period, whichever is longer.
- *"Update"* means providing an improvement or enhancement to existing functionalities and/or Releases.
- *"Work Around"* means a temporary resolution of a Problem that restores service and operation of the Licensed Software without any material loss of functionality.

2. Standard Support and Maintenance

Standard installation support and maintenance in most cases will be included free of additional charge for 3 months (post initial start up) with the purchase of new licenses of Vigilant Video products. All Vigilant Video Site License holders will enjoy Level 1, Level 2, and Level 3 support and maintenance program(s) throughout the active life of the Vigilant Video site license agreement. Non-Site License Vigilant Video clients may acquire Software and support maintenance by a licensee purchasing an extended software maintenance warranty on an annual basis.

- 2.1. Level 1 support - consists of access to the Vigilant Video website for software downloads including patches and bug fixes that will be maintained throughout the useful life of the Vigilant Video products and associated utilities. This website will provide: 1) Instructions on how to select, download, and install patches and fixes; and 2) A list, by date of issuance, of upgrades, patches and fixes. Customers providing email addresses on their orders will be automatically added to Vigilant Video's notification service.
- 2.2. Level 2 support - typically provided by the Customer's system administrators, applicable Vigilant Video authorized resellers or representatives having more in-depth knowledge of the system and capable of troubleshooting and making appropriate system changes to an extent beyond simple downloading and installation of new software elements. Level 2 response times are: 1) Offsite - within twenty four (24) hours; 2) On site - Scheduled with Customer. An on-line interface (external network connection to the internet) is required in order to facilitate Level 2 support staff to escalate requests to Level 3. Prior to contacting Vigilant Video for support, Licensee will use commercially reasonable efforts to conduct a due diligence investigation of the problem in an attempt to confirm that the Licensee use of the software is not responsible for such problem.

Vigilant Video

- 2.3. Level 3 support - provided by Vigilant Video Engineering team. As Level 2 support exists and is established for a particular licensee, requests must escalate via a Level 2 support team member if Level 3 support is to be later requested. In order to receive Level 3 support an external internet connection must be made available such that support tools such as gotomeeting.com can be utilized by Vigilant Video support personnel. Level 3 response times are: 1) Offsite - within twenty four (24) hours; 2) On site - Scheduled with Customer. The Level 3 support team will review and coordinate successful resolution of all support requests and communicate findings and solutions directly to the Customer as is deemed proper and necessary by Vigilant Video.
- 2.4. Level 3 support is available 9:00 AM to 5:00 PM pacific time, (USA) Monday through Friday. Availability of Vigilant Video's support service will correspond with Vigilant Video's United States holiday schedule, which will be made available to Customer upon request.
- 2.5. In addition to the above, Licensees covered under a Vigilant Video support and maintenance agreement (e.g., initial warranty, extended warranty or site license agreement) will receive:
 - 2.5.1. Vigilant Video shall use all beneficially reasonable available resources and best efforts to correct errors in program codes and procedural documents supplied with the Software where such errors are brought to Vigilant Video's attention during the term of coverage;
 - 2.5.2. Vigilant Video designated standard Software functionality enhancements and improvements and new releases of the Software;
 - 2.5.3. Appropriate documentation and/or Updates with each Software release enhancements and improvements and new versions of the Software, if such documentation and/or Updates and media have been prepared by Vigilant Video with respect to Software release enhancements or improvements or new versions;
 - 2.5.4. Access to Level 3 Engineering Support staff for use by Customer's application administrators in reporting Software malfunctions and to obtain assistance in the use of the Software; and
 - 2.5.5. Vigilant Video will provide Customer with access to all new improvements or enhancements to *existing* functionalities in the commercially released versions of the baseline applications of the Licensed Software to Customer when they are made available for the general public.
 - 2.5.6. Maintenance for custom modifications to software releases / versions licensed to the Customer as part of this contract.
- 2.6. Exclusions from Maintenance Support Services for the Software include:
 - 2.6.1. Licensed Software that has been altered, damaged, modified by Customer or a third party, except as authorized in writing by Vigilant Video;
 - 2.6.2. Errors caused by the negligence, abuse or misapplication, attempt to maintain the Licensed Software by Customer or any third party;
 - 2.6.3. Failure of Third Party Products not authorized by Vigilant Video;
 - 2.6.4. Any future Operating System upgrade beyond those Operating Systems stated in the applicable Vigilant Video documents pertaining to said products; and
 - 2.6.5. Additional/new functionalities and features not included in the commercially released baseline versions.
- 2.7. All maintenance modifications made to the Software shall be in computer readable form that will be available to the Customer electronically.
- 2.8. All Software maintenance performed by Vigilant Video will be accomplished without regard to any modifications made by Customer to the Equipment or its operating environment.

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3. Termination

- 3.1. Either Party may terminate the Software warranty and Maintenance services at any time, for breach by the other party not cured within thirty, (30) days after written notice thereof.
- 3.2. Notwithstanding the foregoing, a Maintenance Agreement is subject to immediate termination if Customer fails to make any payment due Vigilant Video by the net 30 day payment terms stated upon a valid Vigilant Video invoice.
- 3.3. The anniversary date for all Maintenance or Warranty Support Services shall be the date of delivery of the license to the Customer.
- 3.4. Any Maintenance or Warranty Agreement shall automatically terminate upon termination of the license(s) or rights to use the Software under any such Agreement.

4. Maintenance Charges and Fees

- 4.1. The Customer shall pay to Vigilant Video the license fees and Maintenance Support Fees in the amounts as stated in the Vigilant Video's proposal which has been executed by the licensee or otherwise validated by a licensee purchase order or written promise to provide payment.

5. Miscellaneous Terms

- 5.1. IN NO EVENT WILL VIGILANT VIDEO BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF VIGILANT VIDEO HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. Vigilant Video and Customer agree that the limitations specified above and otherwise in this agreement will survive and apply even if any limited remedy provided in this agreement is found to have failed of its essential purpose.
- 5.2. Neither party will be liable for any failure or delay in the performance of its obligations under the stated software support, warranty and maintenance services. Failure or delay to render such services shall not be deemed as default of any Agreement and therefore shall not be grounds for termination of any pre-existing Agreement between Customer and Vigilant Video if both of the following conditions are satisfied: 1) the failure or delay could not have been prevented by reasonable precautions, and cannot be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and 2) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power, or supplies; war, terrorism, or other violence; and law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further performance of those obligations under this agreement affected by the Force Majeure Event for as long as: a) the force Majeure Event continues; and b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two (2) business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- 5.3. If any of the terms of this software warranty conflict with any Customer Site License Agreement, the terms of the Customer's software Site License Agreement shall survive.
- 5.4. Customer, upon written request to Vigilant Video, and with thirty (30) days advanced notification to Vigilant Video, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to the software support, warranty and maintenance services rendered to the Customer throughout any time period Customer had received such services.



CITY COUNCIL AGENDA

COUNCIL ACTION: Approved on 10/25/2011

DATE:	10/25/2011	REFERENCE NO.:	P-11316	LOG NAME:	13P11-0271 LPR VIDEO SYS LSJ
CODE:	P	TYPE:	NON-CONSENT	PUBLIC HEARING:	NO
SUBJECT:	Authorize a Sole Source Purchase Agreement With Vigilant Video, Inc., for License Plate Reader Systems, Software Licenses and Related Services for the Police Department Using Homeland Security Grant Funds in the Amount of \$164,674.00 for the First Year (ALL COUNCIL DISTRICTS)				

RECOMMENDATION:

It is recommended that the City Council authorize a sole source Purchase Agreement with Vigilant Video, Inc., for license plate reader systems, software licenses and related services for the Police Department using grant funds for an amount of \$164,674.00 for the first year, freight included, with payment due 30 days after the receipt of invoices.

DISCUSSION:

The Police Department will use this Purchase Agreement to purchase an initial License Plate Recognition (LPR) system, which includes hardware, software, and services. The hardware components include two Car Detector Digital Signal Processor based mobile and three fixed LPR camera systems.

A software site license Agreement will provide access to Vigilant Video's suite of Law Enforcement security software and includes unlimited technical support, software maintenance, bug fixes, patches, minor software upgrades and all utilities released within the product evolution.

This Purchase Agreement will also include LPR data hosting service through the National Law Enforcement LPR server. This Agreement will also provide field services, which include startup, configuration, and commissioning of Law Enforcement Archival Reporting Network (LEARN) server application and the Car Detector fixed and mobile camera systems. Services also include end user staff training.

The vehicle license plate readers will assist the Police Department with the identification of potential terrorists as well as the surveillance of critical infrastructure locations. The data gathered by the vehicle license plate readers can be submitted into local databases and then shared with other agencies.

The license plate information is collected from the reader and is checked against listings for stolen cars, stolen license plates, wanted persons, and unregistered vehicles. Current data can be downloaded remotely from the Department of Motor Vehicles and the National Crime Information Center to relay Amber alerts, missing persons and terrorists watch lists. This camera system assists the City, local surrounding areas, and federal partners to protect against terrorism and other threats.

PRICE ANALYSIS – There is no purchasing history for this type of purchase. The Police Department has reviewed the pricing and determined it to be fair and reasonable.

Vigilant Video, Inc., is the documented sole source provider of Vigilant Video License Plate Recognition Cameras, software and hosting services.

M/WBE – A waiver of the goal for M/WBE subcontracting requirements was requested by the Purchasing Division and approved by M/WBE Office because the purchase of goods and services is from sources where subcontracting or supplier opportunities are negligible.

AGREEMENT TERM –Upon the City Council's approval, the Agreement term will begin October 26, 2011 and expire October 25, 2013.

RENEWAL OPTIONS - This Agreement may be renewed for up to two successive one-year terms at the City's option if grant funds are available.

FISCAL INFORMATION/CERTIFICATION:

The Financial Management Services Director certifies that funds are available in the current operating budget, as appropriated, of the Grants Fund.

BQN\11-0271LPR\LSJ

TO Fund/Account/Centers

FROM Fund/Account/Centers

GR76 539120 035442427150 \$125,663.00

GR76 541320 035442511020 \$39,011.00

Submitted for City Manager's Office by:

Tom Higgins (6192)

Originating Department Head:

Lena Ellis (8517)

Additional Information Contact:


Jack Dale (8357)

LaKita Slack-Johnson (8314)

ATTACHMENTS

[Fort Worth PD PackageTwo pricing w-costs_rev101111.pdf](#)

[Vigilant Video Sole Source Letter.pdf](#)

		Vigilant Solutions 2021 Las Positas Court Suite # 101 Livermore, California 94551 (P) 956-536-7542 (F) 972-767-3304		Protecting Officers, Families and Communities	
Attention:	Fort Worth PD	Date:	10/5/2015		
Project Name:	LEARN Private/Commercial Data	Quote Number:	MKB-0339-01		

PROJECT QUOTATION

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

Qty	Model #	Description
(1)	VS-ILP-3M-RE	Vigilant Intelligence Led Policing Package w/ Mobile LPR Hardware (Reaper) - Up to 700 Sworn <u>Hardware Includes:</u> <ul style="list-style-type: none"> ● 2-Camera Mobile LPR system - Quantity = 4 LPR Systems (Reaper Cameras) <ul style="list-style-type: none"> ○ Power over Ethernet (POE) LPR cameras w/ Integrated processors ○ Lens configuration to be confirmed by customer at time of order <u>Software / Services Include:</u> <ul style="list-style-type: none"> ● CarDetector Mobile LPR Software for MDC Unit <ul style="list-style-type: none"> ○ Includes Mobile Hit Hunter Data Access Feature ● LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> ○ LEARN Data Analytic Tools ○ Unlimited Private LPR data Access ○ Hosting, data and system management of LPR data ○ LEARN-Mobile Companion SmartPhone application (Android & iPhone) ● First year Standard Service Package for hosted LPR server access ● FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> ○ Image gallery of up to 50,000 images
Subtotal Price (Excluding sales tax)		\$62,390.00



Qty	Model #	Description
(1)	VS-LDS-3	Vigilant 'Private Data' Access via LEARN - Tier 3 <ul style="list-style-type: none"> ● Local/State LEA Tier 3 Private LPR Data access - Up to 700 Sworn ● Access to all Vigilant commercially acquired national vehicle location data ● Unlimited access for agency wide unlimited users of all private LPR data and LEARN components ● Includes full use of hosted/managed LPR server account via LEARN ● Includes Vigilant's complete suite of LEARN data analytics ● As per the Vigilant Solutions Private Data Subscription Agreement
Subtotal Price (Excluding sales tax)		\$47,995.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.

Quoted by: Michael Budz - 956-536-7542 - mike.budz@vigilantsolutions.com

Total Price (Excluding sales tax)	\$110,385.00	
Accepted By:	Date:	P.O#

		Vigilant Video 2021 Las Positas Court Suite # 101 Livermore, California 94551 (P) 770-683-2578 (F) 925-398-2113			
Attention:	Sergeant Gilbert Banda	Date	Revised 8/24/2011		
Project Name:	Fort Worth Police Department/Special Svcs Bureau/Intel Unit	Quote Number:	GPS-0047-01-SashaKane		

REVISED WITH DESCRIPTION OF RENEWAL FEES BEYOND INITIAL PURCHASE PERIOD

License Plate Recognition “Package Two” PROJECT QUOTATION

We at Vigilant Video are pleased to quote the following systems for the above referenced project which will allow Fort Worth Police Department full access to all listed products and services with full licensing for a period of two (2) years.

This pricing is offered as a ‘package price’, any changes to the bill of material may result in line item pricing increases.

Mobile LPR Hardware Kits

Quantity = Two (2) 2-Camera systems

Qty	Model #	Description
(2)	Mobile LPR SYS-1 CDMC2PWxx--	CarDetector - DSP Based Mobile LPR 2-Camera System (Expandable to 4 Cams) <u>Software Includes:</u> <ul style="list-style-type: none"> • Includes CarDetector software application, MDC Viewer application & OCR engines • Includes Camera control package, Hot-List Management & reporting capabilities • CarDetector Mobile LPR Software Version 5.0 <u>Hardware Includes:</u> <ul style="list-style-type: none"> • Includes solid state DSP Unit (No Moving Parts) - Expands to 4 cameras • System Shall have Single Point Power Connection w/ SAE certified Wiring Harness • Permanent SAE rated wiring harness (Direct To battery) • Field Installed GPS Receiver & factory installed camera cable quick disconnects • Includes Qty=1 Combination IR / Color LPR Camera - Lens Package TBD • Includes Qty=1 Combination IR / Color LPR Camera - Lens Package TBD <p style="text-align: right;">Sub total: \$19,940.00</p>

Fixed LPR Camera ‘Mobility’ Kit

“Plug-N-Play” components contained in single ruggedized field box
Quantity = Three (3) 2-Camera system

(3)	Fixed LPR SYS-2 VVDDSP-2--CDF VVR2-XXXMSTD VV-CDFS--S	CarDetector - Fixed Camera LPR System - 2 Camera Covert <u>Software Includes:</u> <ul style="list-style-type: none"> • CarDetector DSP Control Center Software w/ MySQL database application • PC ‘Brick’ unit with pre-installed factory tested DSP Control Center & Windows 7 OS • Target Alert Service - LPR Alert Delivery Software - Unlimited User <ul style="list-style-type: none"> ○ Send Alerts over any communication protocol including LAN, WAN, internet wireless, etc. ○ Server Client software compatible with all Vigilant Video CDFS applications <u>Hardware Includes:</u> <ul style="list-style-type: none"> • Includes Qty=2 Digital Signal Processor (DSP) "Pancake" unit(s) - No moving parts • One (1) Ethernet output / AC or DC Single point power connection • Includes Qty=2 Combination IR / Color LPR Camera(s) <ul style="list-style-type: none"> ○ Color camera assembly provides color overview ○ Camera w/ RAM ball mount & magnet - standard cable connection • Lens selection to be determined at time of order • Final Design to be decided upon based available technology and available timeframe. • Includes Zenarch PC monitor and keyboard • System wiring & cabling factory designed w/ temperature control – No field assembly required • Includes Power Conditioner and soft PC startup/shutdown module <p style="text-align: right;">Sub total: \$35,790.00</p>
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LPR Server Access & Software Licensing

Vigilant Video's Software Site License Agreement

Law Enforcement Archival Reporting Network (LEARN) via Vigilant Video's national Law Enforcement hosted program

(1)	VV-SL-3	<p>Vigilant Video Law Enforcement Product Family Site License - Tier 3</p> <ul style="list-style-type: none"> • Provides access to Vigilant Video's suite of Law Enforcement security software product(s) including CarDetector Mobile & fixed License Plate Recognition, Law Enforcement Archive & Reporting Network Server (LEARN), CamSmartz, LineUp and other software applications considered to be applicable for benefit of law enforcement agencies • Includes unlimited technical support, software maintenance, bug fixes, patches, minor software upgrades, major software upgrades and all utilities released within the product evolution • As per the Vigilant Video Law Enforcement Product Site License agreement <p style="text-align: right;">Sub total: \$18,500.00</p>
	Fees Beyond Initial Purchase	<p>The initial purchase includes the first two years (24 months) of service. The annual renewal subscription fee for the hardware on this quote will be \$5,000. Annual fee is calculated at \$500.00 per licensed camera in use. Annual fee will be billed at the start of the 3rd year of service. Any additional cameras purchased will increase the annual fee by \$500.00 per additional camera.</p>
(1)	VV-LEARN--H	<p>LEARN-NVLS LPR Data Hosting Service via National Law Enforcement LPR Server</p> <ul style="list-style-type: none"> • Includes automated 'Hot-List' management with refresh intelligence • Automated CarDetector software update management • Database of all LPR data acquired by each CarDetector system including images • Complete search, mapping, query and data mining utilities w/ administrative security • Requires NO server hardware, NO server maintenance • Plug-N-Play an unlimited number of CarDetector LPR systems <p style="text-align: right;">Sub total: \$0.00</p>
	Fees Beyond Initial Purchase	<p>There are no additional fees for this service. LEARN-NVLS Data Hosting will be provided at No Cost while the Site License Agreement remains active and annual fees are paid.</p>

LPR System(s) - Field Services

System Start Up & Commissioning, and End User Training

(1)	SSU-LN-COM	<p>Vigilant Video Start Up, Configure and Commissioning of the LEARN Server Application</p> <ul style="list-style-type: none"> • Vigilant Video certified technician to visit site for up to 8 hours • Set up and configuration of the LEARN Server application (Software/Hardware) • Required for all LEARN deployments
(5)	SSU-12-COM SSU-CF-COM	<p>Start Up, Configure & Commission the CarDetector Mobile System(s) Start Up, Configure and Commissioning of CarDetector Fixed LPR System</p> <ul style="list-style-type: none"> • Vigilant Video certified technician to visit site • Set up and configuration of CDMS & LEARN hardware/software system • Set up and configuration of CDFS hardware and software provided for each system
(3)	TRNG-CDMS TRNG-CDFS TRNG-LEARN	<p>Vigilant Video's End User Staff Training for CarDetector Fixed, Mobile System & LEARN</p> <ul style="list-style-type: none"> • Vigilant Video certified technician to visit site for up to 8 hours • Training to include set up, configuration and demonstration of all product features
		Sub total: \$6,828.00

NVLS Plus Extended Private LPR Data Access

National Vehicle Location Service (NVLS) and LEARN Mapping alert Service (LEARN-MAS) Private Data Access for FWPD
(Includes 'On Demand' LPR Target Scanning provided by Vigilant Video)

(7)	VV-NVLS-02	<p>NVLS-Tier II Extended LPR Data</p> <ul style="list-style-type: none"> • One USER account for each of seven different FWPD divisions • Unlimited NVLS website use with Vigilant Video’s national LPR Database • Hot-list Record Storage - Up to 100 Hot-List records stored with Proactive Alert Notification • Limited to use for Law Enforcement purposes only by FWPD personnel Only • Access Provided for a full period of twenty (20) months • Access to All NVLS Tier II utilities <ul style="list-style-type: none"> ○ My Plates, NVLS Hot-List, NVLS Library, Vehicle location Service & LPR Forum <p style="text-align: right;">Sub total: \$17,920.00(\$128.00/month/account)</p>
	Fees Beyond Initial Purchase	<p>Each NVLS-Tier II account can remain in service, at the listed user levels, after the initial twenty (20) month period for a monthly fee of \$128.00 per account.</p> <p>NVLS-Tier II accounts require a minimum One (1) year agreement</p>
(10)	VV-SOS-10 Quantity = 10 Deployments	<p>Vigilant Video's Private LPR Data - Specific Objective Scanning Program</p> <ul style="list-style-type: none"> • LEA commanded LPR scan “sweeps” across geographic areas designated by FWPD • Client to provide target mapping route at its own discretion for anonymous reasons (limited to greater Fort Worth geographical region) • 72 hour notification and delivery of target route to Vigilant Video by FWPD • Route limited to 10 hours driving time under local area speed limits/conditions • Coordinated route make up training of FWPD representative • Time of execution to be determined by the client anytime within a twenty (20) month period <p style="text-align: right;">Sub total: \$15,410.00(\$1,541.00 each deployment)</p>
	Fees Beyond Initial Purchase	<p>SOS Program is renewable on an annual basis.</p> <p>Requires a minimum purchase of four (4) SOS deployments to be used over a 12 month period.</p> <p>Renewal cost per deployment will be \$1,400.00.</p>
(1)	VV-PD-DIRECT-07	<p>Vigilant Video’s Extended Private LPR Data Access Via LEARN-MAS Account</p> <ul style="list-style-type: none"> • Private LPR Data access (provided by Vigilant Video) <ul style="list-style-type: none"> ○ Available via LEARN’s Mapping Alert Service with all current features • Limited to seven (7) Client designated user accounts • Applicable for any number of Hot-List matches against client provided TCIC Hot-List data • Applies to the greater Fort Worth geographic region • Limited to use for Law Enforcement purposes only by FWPD personnel Only • Access Provided for a Period of twenty (20) months <p style="text-align: right;">Sub total: \$39,000.00(\$1,950.00/Month)</p>
	Fees Beyond Initial Purchase	<p>Private Data Access/LEARN-MAS can be renewed at above listed levels for \$2,400 per month.</p> <p>Renewal requires 12 month agreement.</p> <p>Any changes to above listed user levels and geographic parameters require re-pricing of monthly fees.</p>

Total Price: (Excluding sales tax)	\$153,388.00 (excludes all “adds” below)
Accepted By:	Date:

Proposal Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Central compute resource hardware sold separately unless explicitly stated above.
3. Complete system to be delivered within 30 days of AOR (After Receipt of Order).
4. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
5. Two (2) year warranty on all hardware components
6. Compatibility with Vigilant Video hardware/software to be confirmed prior to sale.

7. Compliance to local codes neither guaranteed nor implied.
8. Software is manufactured under strict Vigilant Video standard.
9. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
10. This Quote does not include anything outside the above stated bill of materials.

Quoted by: Greg Skelly-Regional Manager
Phone: 770-683-2578
email: greg@vigilantvideo.com

Consider “Adding” the following items:

Qty	Model #	Description
(2)	CDMC35HWWE	CDMS 5 Year Extended Hardware Warranty - 2-Camera Mobile Condor DSP Kit <ul style="list-style-type: none"> • Full replacement hardware component warranty • Valid for 5 years from date of purchase
Net Add Price (Excluding sales tax)		\$2,616.00

Qty	Model #	Description
(3)	CDFCDAHWWE	CDFS LPR Fixed Camera & DSP Unit Extended 5-Year Hardware Warranty <ul style="list-style-type: none"> • Covers Vigilant Video's LPR Camera and DSP Unit • One Required Per Combination LPR Camera / DSP Unit • Valid for 5 years from date of purchase
Net Add Price (Excluding sales tax)		\$8,670.00

Vigilant Video

Law Enforcement Product Software Site License Agreement

This Vigilant Video Software Site License Agreement (the "Agreement") is made and entered into as this 1st Day of December, 2011 (the "Effective Date") by and between **Vigilant Video Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant Video") and the City of Fort Worth, a law enforcement agency or other governmental agency, having its principal place of business at 350 west Belknap Street Fort Worth, TX 76102 ("Licensee")

WHEREAS, Vigilant Video designs, develops and licenses advanced video analytics software technologies for the security and law enforcement markets;

WHEREAS, Licensee desires to license from Vigilant Video the Software Product(s) (as defined below) for itself and Affiliates (as defined below)

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Licensee and Vigilant hereby agree as follows:

Definitions:

"Affiliate(s)" means any employee, contractor, or volunteer who is affiliated with Licensee or is authorized by Licensee or is controlled by or under control of Licensee and who may also utilize the Software Product(s) (as defined below). Final determination of affiliate approval is left to the sole discretion of Vigilant Video.

"Effective Date" means the day this Agreement has been fully executed by duly authorized representatives of both parties.

"Software Product(s)" means Vigilant Video's Law Enforcement product family of software product(s) including CarDetector Mobile LPR Edition, CarDetector Fixed LPR Edition, Law Enforcement Archive & Retrieval Network (LEARN) Server, CamSmartz, LineUP and other software applications considered by Vigilant Video to be applicable for the benefit of law enforcement agencies.

"Site License" means a non-exclusive, non-transferable, limited term license to install and operate Software Product(s) on to any applicable media without quantity limitation within the Licensee's designated facility for an initial period of two (2) years.

"Subscription" means an annual renewal of the Site License held by any Licensee who is in compliance with the terms and conditions of this Agreement.

Site License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant Video grants Licensee a Site License. Except as expressly permitted by this Agreement, Licensee, any Affiliate or any third party acting on behalf of Licensee shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Product(s). Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppel or otherwise.

Agreement between Vigilant video and CFW for Licensee Plate Reader Software site License

Vigilant Video

The Licensee is permitted to redistribute the Software Product(s) to Affiliate(s) acting on behalf of Licensee only for the duration of this Site License within the Licensee's designated agency.

Affiliate(s) are permitted to use Software Product(s) only for law enforcement or government- approved purposes. Use of Software Product(s) for any other purpose (e.g., private consultant services) is prohibited.

Affiliate(s) who discontinue their association with the Licensee do not have the right to continue using personal copies of the Software Products obtained under this Agreement, nor may such former Affiliate(s) obtain updates of the Software Product(s) from the Licensee. However, the Licensee is not under obligation to enforce such compliance by former Affiliate(s) beyond its implementation of restrictions set forth above regarding access to the Software Product(s) by Affiliate(s).

Licensee shall display a full copyright notice and any other notice of use on all copies of the Software Product(s) being redistributed to Affiliate(s). Licensee shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Product(s) are first started on any computer. Any use or redistribution of Software Product(s) in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant Video is strictly prohibited.

Termination:

This Agreement is effective as of the Effective Date until October 25th, 2013, or until terminated. Licensee may terminate this Agreement at any time by notifying Vigilant Video of the termination in writing thirty (30) days prior to the termination and deleting all copies of the Software Product(s). If Licensee terminates its license prior to the end of the licensed period, Vigilant Video will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant Video by Licensee. Upon termination of the Site License, Licensee shall immediately cease any further use of Software Product(s) by itself or its Affiliate(s).

Vigilant Video has the right to terminate this Agreement by providing thirty (30) days notice if Licensee violates any material term or condition of this Agreement. Upon receipt of Vigilant Video's notice of termination, licensee shall be afforded thirty (30) days to cure such violations. If within thirty (30) days of written notice of violation from Vigilant Video Licensee has not reasonably cured, Licensee shall immediately discontinue all use of Software Product(s) and certify to Vigilant Video that it has returned or destroyed all copies of Software Product(s) in its possession or control.

Warranty and Disclaimer:

Vigilant Video warrants that Software Product(s) manufactured by Vigilant Video will be free from "significant" defects during Site License and/or Subscription period then in effect ("Warranty Period"). Significant defects are those which impede function of the main delivery modules of Software Product(s). This warranty does not include products not manufactured by Vigilant Video. Vigilant Video's obligation to repair or replace any defective Software Product(s) during the Warranty Period shall be Customer's exclusive remedy. Vigilant Video shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, handling and shipping or loss unless such charges are due to Vigilant Video's gross negligence or intentional misconduct. Licensee and its Affiliates assume the entire risk as to the results and performance of the Software Product(s). Vigilant Video disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant Video be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Product(s).

Agreement between Vigilant video and CFW for License Plate Reader Software site License

Vigilant Video

Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by the Licensee that Licensee's users are instructed to only utilize the interface to the licensed software at times when it is safe to do so. Vigilant Video is not liable for any accident caused by a result of distraction using this touch screen while operating a moving vehicle.

Products and Services:

Upon receipt of payment or purchase order of Site License, Vigilant Video will deliver or make available to the Licensee the Software Product(s). Updates, patches and bug fixes of the Software Product(s) will be made available to the Licensee at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant Video will make available throughout the active license period e-mail and fax support to an administrator and support contacts designated by the Licensee, known as Licensee "Technical Support Agents." Under the Site License or Subscription agreement, Affiliates of the Licensee must channel all questions related to the Software Product(s) through the Technical Support Agent(s), the latter of which must make a good-faith effort to answer such questions before submitting a support ticket at www.vigilantvideo.com or sending an email to support@VigilantVideo.com.

Software Support, Warranty and Maintenance:

Use of the software by the Licensee constitutes acceptance of Vigilant Video's Software Support, Warranty, and Maintenance Terms and Conditions.

Contract Term and Structure:

A fully executed and valid Site License will entitle the Licensee to use of the Software Product(s) any time throughout the active period of this ongoing Site License Agreement, in which to set up and install the software product(s) on an unlimited number of media centers within the Licensee's agency. As the Licensee installs additional units of the Software Product(s) and connects them with video cameras, the Licensee will be required to obtain a Camera License Key (CLK) for each installed camera. This is simply done by applying for the CLK by visiting: <http://supportforms.vigilantvideo.com/lrf.aspx> and completing the online request form to Vigilant Video technical support. Within two (2) business days, the Licensee Technical Support Agent will receive the requested CLK in a form set to expire on the same date of the Site License expiration. This remains applicable, to any and all subsequent (additional) CLK's issued throughout the active period of this Site License Agreement.

This agreement may be renewed for up to two (2) successive one-year terms at the City's option if grant funding is available. Renewal at the City's option will occur upon receipt of Subscription payment, entitling the Licensee to a full replacement set of all previously issued CLK's set to expire two (2) years from the Effective Date, and one (1) year from each subsequent renewal date. This Agreement will terminate if 1) the Licensee indicates in writing its intent to discontinue its License or 2) Vigilant Video indicates in writing its intent to discontinue this agreement. In either event, Vigilant Video Inc. reserves the right to refrain from issuing replacement CLK's and to restrict access to services that are available to Licensees in good standing. The Software Product(s) will cease to function after the active global license key has expired.

Ownership of Software:

The Software Product is copyrighted by Vigilant Video and remains the property of Vigilant Video. This license is not a sale of the original software or any copy. The Licensee owns the physical media on which the Software

Agreement between Vigilant video and CFW for License Plate Reader Software site License

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Product(s) is installed, but Vigilant Video retains title and ownership of Software Product(s) and all other materials included as part of the Software Product(s).

Site License Fee:

Each Site License fee is based on the total number of sworn officers within the Licensee's and Affiliates' agency(s) at the time of execution of this Site License Agreement. The Site License allows for Licensee to install an unlimited number of licenses of the Software Product(s) as Licensee sees fit to put to use. A schedule of applicable Site License Fees is shown below:

Law Enforcement Product Family – Site License Fee		
TIER	NUMBER OF SWORN OFFICERS	SITE LICENSE FEE
Tier 1	0 < Sworn Officers < 100	\$4,500
Tier 2	101 < Sworn Officers < 250	\$9,000
Tier 3	251 < Sworn Officers < 500	\$18,500
Jumbo	501 < Sworn Officers	\$ 27,000

Subscription Fee:

Each Site License has a Subscription fee due approximately thirty (30) days prior to the expiration of the Site License. The annual Subscription fee enables the Software Product(s) to remain operational for each successive 12 month period, considered active participation of this Site License Agreement; entitles the Licensee to replacement CLK's; and ensures users have access to the latest software versions and associated equipment driver software to allow the Software Product(s) installations to remain current and enable the best possible performance. It is noted that an entity once licensed by the Site License agreement can only utilize active software licensing via the annual subscription license offering.

The Subscription fee is based on the number of current Vigilant Video issued CLK's at the time of subscription fee invoicing, and considered by Vigilant Video as being "in use" during the annual period by the entity in question. A schedule of annual Subscription Fees is shown below:

Law Enforcement Product Family Annual Subscription Fee Schedule			
Tier 1	\$2,500 Base Fee + \$500 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee <i>Maximum</i> \$15,750	License <i>Maximum</i> 60 CLK's
Tier 2	\$2,500 Base Fee + \$500 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee <i>Maximum</i> \$45,000	License <i>Maximum</i> 180 CLK's
Tier 3	\$2,500 Base Fee + \$500 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee <i>Maximum</i> \$87,750	License <i>Maximum</i> 300 CLK's
Jumbo	\$2,500 Base Fee + \$300 X (# of CLK's Issued above and beyond the first 5 CLK's)	Subscription Fee <i>Maximum</i> \$210,000	License <i>Maximum</i> 700 CLK's

Please Note: Each Tier's Base Fee includes initial 5 CLK's.

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Approximately Ninety (90) days prior to the annual license renewal date, Vigilant Video will provide the Licensee an invoice for the next year's Subscription fee. Payment of the Subscription fee is due thirty (30) days prior to the renewal date.

Advanced Subscription Fee Payments:

Vigilant Video will accept advanced subscription fee payments on a case by case basis. In such event where advanced subscription fees are made to Vigilant Video, the licensee shall designate at time of payment if advanced payment(s) are: 1) to be considered a general credit toward future fees or 2) to be applied toward fees applicable to specific camera unit 'Systems' operated by the licensee.

General credit advanced payments to Vigilant Video shall be applied in full to each subsequent Subscription Fee invoice until the balance of the credits are reduced to a zero balance. System based advanced credits shall be applied to subsequent Subscription Fees in the amount that entitles the licensee continued operation of the designated camera unit systems for the following subscription period until the credits are reduced to a zero balance.

Price Adjustment:

Vigilant Video has the right to increase or decrease the annual Subscription fee from year to year. It is noted that in the case of an increase, such increase shall be less than 5% of the prior year's fees or shall be less than a percentage equal to the published rate of inflation in the United States, the not-to-exceed limit being whichever of these rate rise percentage limits is greater. If Vigilant Video intends to adjust the annual Subscription fee, it must give notice to the Licensee on or before the above stated invoice date pertaining to the upcoming annual Subscription renewal.

Credits:

During the first two (2) years of license or during subsequent year annual Subscriptions, Vigilant Video may, on its own discretion, adjust fees in consideration of credits which Licensee may have earned during participation in approved Vigilant Video marketing programs.

Initiating a Site License:

To obtain a Law Enforcement Product Family Site License, fill out the *Ordering and Contact Information* form below and return it with a purchase order or payment. Vigilant Video support specialists will contact you after receiving your information.

Limitation of Liability:

IN NO EVENT SHALL VIGILANT VIDEO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF SOFTWARE PRODUCT(S), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT VIDEO HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

Agreement between Vigilant video and CFW for License Plate Reader Software site License

Vigilant Video

Confidentiality:

Licensee acknowledges that Software Product(s) contain valuable and proprietary information of Vigilant Video and Licensee and its Affiliates will not disassemble, decompile or reverse engineer any Software Product(s) to gain access to confidential information of Vigilant Video.

Assignment:

Licensee may not assign this Agreement without prior written consent of Vigilant Video. Any attempted assignment without consent shall be void.

Amendment, Choice of Law:

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas, Tarrant County, without regard to its conflicts of law.

Federal Government:

Any use, copy or disclosure of Software Product(s) by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

Complete Agreement:

This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter. The provisions of any Licensee's purchase order and terms of Vigilant Video's project quotation(s) are also included in this agreement as if copied in full. In the event of conflict the terms of this Agreement shall control.

Relationship:

The relationship created hereby is that of Vigilant Video and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party. In the event of any conflict, the terms of this Agreement shall control.

No Rights in Third Parties:

This agreement is entered into for the sole benefit of Vigilant Video and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to

Vigilant Video

authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

Construction:

The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

Severability:

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

Notices:

All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

To Vigilant Video:

Vigilant Video Incorporated
Attn: Sales Administration
2021 Las Positas Court - Suite # 101
Livermore, CA 94551

To City of Forth Worth:

Fort Worth Police Department
Attn: Chief of Police
350 West Belknap Street
Fort Worth, TX 76102

Right to Audit:

Licensee, upon thirty (30) days advanced written request to Vigilant Video, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

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IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Video, Inc.

Authorized Agent: Joseph L. Harzewski III

Title: VP, Sales and Marketing

Date: December 1st, 2011

Signature: _____

Enforcement Agency: City of Fort Worth

Authorized Agent: Charles W. Daniels

Title: Assistant City Manager

Date: 12.15.11

Signature: Charles W. Daniels

RJR *JD*

ATTEST:

City Secretary

Date: _____

Authority

M&C:

Contract Number: _____

Vigilant Video

Vigilant Video Law Enforcement Product Family Site License Agreement Ordering & Contact Information

To ensure up to date support offered by Vigilant Video, please complete and submit the following information.

City: City of Fort Worth **Enforcement Agency:** Fort Worth Police Department

Provide an estimated number of patrol vehicles: 300

Product Interest: CarDetector Mobile Edition
 CarDetector Fixed Camera Edition

Administrator Contact

Person who receives all information related to software, including product updates and licensing information.

Name/Position Corey Autrey
Department Police Department
Address 350 W. Belknap St.
Telephone 817-378-1599 **Fax** 817-378-1597
E-mail corey.autrey@fortworthtexas.gov

Billing Contact

This is the person to whom all invoices and billing information will be sent.

Name/Position Sasha Kane
Department Police Department
Address 350 W. Belknap St.
Telephone 817-392-4243 **Fax** _____
E-mail sasha.kane@fortworthtexas.gov

Technical Support Agent

These are the two individuals permitted to receive technical support from Vigilant Video.

Name <u>Corey Autrey</u>	Name <u>Mike Lang</u>
Dept. <u>Police Dept.</u>	Dept. <u>Police Dept.</u>
Telephone <u>817-378-1599</u>	Telephone <u>817-378-1599</u>
Fax <u>817-378-1597</u>	Fax <u>817-378-1597</u>
E-mail <u>corey.autrey@fortworthtexas.gov</u>	E-mail <u>mike.lang@fortworthtexas.gov</u>

Vigilant Video

SOFTWARE SUPPORT, WARRANTY AND MAINTENANCE - TERMS AND CONDITIONS

1. Definitions

Unless otherwise defined in these Software Maintenance Terms and Conditions, the following definitions shall have the meaning set forth below:

- “*Authorized Service Representative*” shall mean Vigilant Video's employees, consultants, subcontractors, contractors, or agents who provide Support Services on behalf of Vigilant Video.
- “*Documentation*” means any and all documentation provided by Vigilant Video in connection with the Licensed Software, including but not limited to manuals, release notes, and user guide(s). Vigilant Video may deliver Documentation in digital format.
- “*Maintenance Release*” means a new release of the Licensed Software, which corrects an error or other bug in the Licensed Software.
- “*Problem*” means any non-conformance of the Licensed Software with its Documentation or specifications and that adversely affects the service or operation of the Licensed Software.
- “*Permanent Solution*” means a resolution to a Problem that (i) causes the Licensed Software to substantially conform with the Documentation, and (ii) restores the service and operation of the Licensed Software to satisfaction of Licensee without any material loss of functionality.
- “*Release*” means a new version of the Licensed Software, which shall include all upgrades and updates to the Software and all Maintenance Releases.
- “*Supported Release*” shall mean any Release, (other than a Maintenance Release), that is no more than one Release (other than a Maintenance Release) older than the current Release (other than a Maintenance Release) or any Release (other than a Maintenance Release) that was provided to Customer during the prior twelve-month period, whichever is longer.
- “*Update*” means providing an improvement or enhancement to existing functionalities and/or Releases.
- “*Work Around*” means a temporary resolution of a Problem that restores service and operation of the Licensed Software without any material loss of functionality.

2. Standard Support and Maintenance

Standard installation support and maintenance in most cases will be included free of additional charge for 3 months (post initial start up) with the purchase of new licenses of Vigilant Video products. All Vigilant Video Site License holders will enjoy Level 1, Level 2, and Level 3 support and maintenance program(s) throughout the active life of the Vigilant Video site license agreement. Non-Site License Vigilant Video clients may acquire Software and support maintenance by a licensee purchasing an extended software maintenance warranty on an annual basis.

- 2.1. Level 1 support - consists of access to the Vigilant Video website for software downloads including patches and bug fixes that will be maintained throughout the useful life of the Vigilant Video products and associated utilities. This website will provide: 1) Instructions on how to select, download, and install patches and fixes; and 2) A list, by date of issuance, of upgrades, patches and fixes. Customers providing email addresses on their orders will be automatically added to Vigilant Video's notification service.
- 2.2. Level 2 support - typically provided by the Customer's system administrators, applicable Vigilant Video authorized resellers or representatives having more in-depth knowledge of the system and capable of troubleshooting and making appropriate system changes to an extent beyond simple downloading and installation of new software elements. Level 2 response times are: 1) Offsite - within twenty four (24) hours; 2) On site - Scheduled with Customer. An on-line interface (external network connection to the internet) is required in order to facilitate Level 2 support staff to escalate requests to Level 3. Prior to contacting Vigilant Video for support, Licensee will use commercially reasonable efforts to conduct a due diligence investigation of the problem in an attempt to confirm that the Licensee use of the software is not responsible for such problem.

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- 2.3. Level 3 support - provided by Vigilant Video Engineering team. As Level 2 support exists and is established for a particular licensee, requests must escalate via a Level 2 support team member if Level 3 support is to be later requested. In order to receive Level 3 support an external internet connection must be made available such that support tools such as gotomeeting.com can be utilized by Vigilant Video support personnel. Level 3 response times are: 1) Offsite - within twenty four (24) hours; 2) On site - Scheduled with Customer. The Level 3 support team will review and coordinate successful resolution of all support requests and communicate findings and solutions directly to the Customer as is deemed proper and necessary by Vigilant Video.
- 2.4. Level 3 support is available 9:00 AM to 5:00 PM pacific time, (USA) Monday through Friday. Availability of Vigilant Video's support service will correspond with Vigilant Video's United States holiday schedule, which will be made available to Customer upon request.
- 2.5. In addition to the above, Licensees covered under a Vigilant Video support and maintenance agreement (e.g., initial warranty, extended warranty or site license agreement) will receive:
 - 2.5.1. Vigilant Video shall use all beneficially reasonable available resources and best efforts to correct errors in program codes and procedural documents supplied with the Software where such errors are brought to Vigilant Video's attention during the term of coverage;
 - 2.5.2. Vigilant Video designated standard Software functionality enhancements and improvements and new releases of the Software;
 - 2.5.3. Appropriate documentation and/or Updates with each Software release enhancements and improvements and new versions of the Software, if such documentation and/or Updates and media have been prepared by Vigilant Video with respect to Software release enhancements or improvements or new versions;
 - 2.5.4. Access to Level 3 Engineering Support staff for use by Customer's application administrators in reporting Software malfunctions and to obtain assistance in the use of the Software; and
 - 2.5.5. Vigilant Video will provide Customer with access to all new improvements or enhancements to *existing* functionalities in the commercially released versions of the baseline applications of the Licensed Software to Customer when they are made available for the general public.
 - 2.5.6. Maintenance for custom modifications to software releases / versions licensed to the Customer as part of this contract.
- 2.6. Exclusions from Maintenance Support Services for the Software include:
 - 2.6.1. Licensed Software that has been altered, damaged, modified by Customer or a third party, except as authorized in writing by Vigilant Video;
 - 2.6.2. Errors caused by the negligence, abuse or misapplication, attempt to maintain the Licensed Software by Customer or any third party;
 - 2.6.3. Failure of Third Party Products not authorized by Vigilant Video;
 - 2.6.4. Any future Operating System upgrade beyond those Operating Systems stated in the applicable Vigilant Video documents pertaining to said products; and
 - 2.6.5. Additional/new functionalities and features not included in the commercially released baseline versions.
- 2.7. All maintenance modifications made to the Software shall be in computer readable form that will be available to the Customer electronically.
- 2.8. All Software maintenance performed by Vigilant Video will be accomplished without regard to any modifications made by Customer to the Equipment or its operating environment.

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3. Termination

- 3.1. Either Party may terminate the Software warranty and Maintenance services at any time, for breach by the other party not cured within thirty, (30) days after written notice thereof.
- 3.2. Notwithstanding the foregoing, a Maintenance Agreement is subject to immediate termination if Customer fails to make any payment due Vigilant Video by the net 30 day payment terms stated upon a valid Vigilant Video invoice.
- 3.3. The anniversary date for all Maintenance or Warranty Support Services shall be the date of delivery of the license to the Customer.
- 3.4. Any Maintenance or Warranty Agreement shall automatically terminate upon termination of the license(s) or rights to use the Software under any such Agreement.

4. Maintenance Charges and Fees

- 4.1. The Customer shall pay to Vigilant Video the license fees and Maintenance Support Fees in the amounts as stated in the Vigilant Video's proposal which has been executed by the licensee or otherwise validated by a licensee purchase order or written promise to provide payment.

5. Miscellaneous Terms

- 5.1. IN NO EVENT WILL VIGILANT VIDEO BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, LOST REVENUES, LOSS OF USE OR DOWNTIME, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF VIGILANT VIDEO HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. Vigilant Video and Customer agree that the limitations specified above and otherwise in this agreement will survive and apply even if any limited remedy provided in this agreement is found to have failed of its essential purpose.
- 5.2. Neither party will be liable for any failure or delay in the performance of its obligations under the stated software support, warranty and maintenance services. Failure or delay to render such services shall not be deemed as default of any Agreement and therefore shall not be grounds for termination of any pre-existing Agreement between Customer and Vigilant Video if both of the following conditions are satisfied: 1) the failure or delay could not have been prevented by reasonable precautions, and cannot be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and 2) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power, or supplies; war, terrorism, or other violence; and law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions (a "Force Majeure Event"), the non-performing party will be excused from any further performance of those obligations under this agreement affected by the Force Majeure Event for as long as: a) the force Majeure Event continues; and b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone (to be confirmed by written notice within two (2) business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.
- 5.3. If any of the terms of this software warranty conflict with any Customer Site License Agreement, the terms of the Customer's software Site License Agreement shall survive.
- 5.4. Customer, upon written request to Vigilant Video, and with thirty (30) days advanced notification to Vigilant Video, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to the software support, warranty and maintenance services rendered to the Customer throughout any time period Customer had received such services.

Fort Worth PD Renewal Schedule

	Year One	Year Two	Year Three	Year Four	Year Five
Site License Agreement Initial Cost \$18,500. Covers 24 mos	Paid	Paid	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
LEARN-NVLS Hosting No Cost for Life of SLA	Included No cost	Included No cost	Included No cost	Included No cost	Included No cost
NVLS-Tier II Extended LPR Data. Optional Renewal at \$128/mos/account	Paid	\$ 3,584.00	\$ 10,752.00	\$ 10,752.00	\$ 10,752.00
Private LPR Data - Specific Objective Scanning. Optional 1 yr Renewal at \$1,400 per SOS (requires min of 4 SOS)	Paid	\$ 1,867.00	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00
Extended Private LPR Data Access Via LEARN-MAS Account. Optional 1yr renewal at \$2,400 per mos.	Paid	\$ 9,600.00	\$ 28,800.00	\$ 28,800.00	\$ 28,800.00
Total Renewal Cost Required and Optional Services	\$ -	\$ 15,051.00	\$ 50,152.00	\$ 50,152.00	\$ 50,152.00

Required for use with Mobile and Fixed LPR Hardware
 Optional Data Service(s). Does not affect Hardware use

All above fees and renewal costs are based on service levels and hardware listed in attached price quote

Vigilant Video

Law Enforcement Product Software Site License Agreement

This Vigilant Video Software Site License Agreement (the "Agreement") is made and entered into as this 1st Day of December, 2011 (the "Effective Date") by and between **Vigilant Video Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant Video") and the City of Fort Worth, a law enforcement agency or other governmental agency, having its principal place of business at 350 west Belknap Street Fort Worth, TX 76102 ("Licensee")

WHEREAS, Vigilant Video designs, develops and licenses advanced video analytics software technologies for the security and law enforcement markets;

WHEREAS, Licensee desires to license from Vigilant Video the Software Product(s) (as defined below) for itself and Affiliates (as defined below)

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Licensee and Vigilant hereby agree as follows:

Definitions:

"Affiliate(s)" means any employee, contractor, or volunteer who is affiliated with Licensee or is authorized by Licensee or is controlled by or under control of Licensee and who may also utilize the Software Product(s) (as defined below). Final determination of affiliate approval is left to the sole discretion of Vigilant Video.

"Effective Date" means the day this Agreement has been fully executed by duly authorized representatives of both parties.

"Software Product(s)" means Vigilant Video's Law Enforcement product family of software product(s) including CarDetector Mobile LPR Edition, CarDetector Fixed LPR Edition, Law Enforcement Archive & Retrieval Network (LEARN) Server, CamSmartz, LineUP and other software applications considered by Vigilant Video to be applicable for the benefit of law enforcement agencies.

"Site License" means a non-exclusive, non-transferable, limited term license to install and operate Software Product(s) on to any applicable media without quantity limitation within the Licensee's designated facility for an initial period of two (2) years.

"Subscription" means an annual renewal of the Site License held by any Licensee who is in compliance with the terms and conditions of this Agreement.

Site License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant Video grants Licensee a Site License. Except as expressly permitted by this Agreement, Licensee, any Affiliate or any third party acting on behalf of Licensee shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Product(s). Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise.

Vigilant Video

The Licensee is permitted to redistribute the Software Product(s) to Affiliate(s) acting on behalf of Licensee only for the duration of this Site License within the Licensee's designated agency.

Affiliate(s) are permitted to use Software Product(s) only for law enforcement or government- approved purposes. Use of Software Product(s) for any other purpose (e.g., private consultant services) is prohibited.

Affiliate(s) who discontinue their association with the Licensee do not have the right to continue using personal copies of the Software Products obtained under this Agreement, nor may such former Affiliate(s) obtain updates of the Software Product(s) from the Licensee. However, the Licensee is not under obligation to enforce such compliance by former Affiliate(s) beyond its implementation of restrictions set forth above regarding access to the Software Product(s) by Affiliate(s).

Licensee shall display a full copyright notice and any other notice of use on all copies of the Software Product(s) being redistributed to Affiliate(s). Licensee shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Product(s) are first started on any computer. Any use or redistribution of Software Product(s) in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant Video is strictly prohibited.

Termination:

This Agreement is effective as of the Effective Date until October 25th, 2013, or until terminated. Licensee may terminate this Agreement at any time by notifying Vigilant Video of the termination in writing thirty (30) days prior to the termination and deleting all copies of the Software Product(s). If Licensee terminates its license prior to the end of the licensed period, Vigilant Video will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant Video by Licensee. Upon termination of the Site License, Licensee shall immediately cease any further use of Software Product(s) by itself or its Affiliate(s).

Vigilant Video has the right to terminate this Agreement by providing thirty (30) days notice if Licensee violates any material term or condition of this Agreement. Upon receipt of Vigilant Video's notice of termination, licensee shall be afforded thirty (30) days to cure such violations. If within thirty (30) days of written notice of violation from Vigilant Video Licensee has not reasonably cured, Licensee shall immediately discontinue all use of Software Product(s) and certify to Vigilant Video that it has returned or destroyed all copies of Software Product(s) in its possession or control.

Warranty and Disclaimer:

Vigilant Video warrants that Software Product(s) manufactured by Vigilant Video will be free from "significant" defects during Site License and/or Subscription period then in effect ("Warranty Period"). Significant defects are those which impede function of the main delivery modules of Software Product(s). This warranty does not include products not manufactured by Vigilant Video. Vigilant Video's obligation to repair or replace any defective Software Product(s) during the Warranty Period shall be Customer's exclusive remedy. Vigilant Video shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, handling and shipping or loss unless such charges are due to Vigilant Video's gross negligence or intentional misconduct. Licensee and its Affiliates assume the entire risk as to the results and performance of the Software Product(s). Vigilant Video disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant Video be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Product(s).

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Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by the Licensee that Licensee's users are instructed to only utilize the interface to the licensed software at times when it is safe to do so. Vigilant Video is not liable for any accident caused by a result of distraction using this touch screen while operating a moving vehicle.

Products and Services:

Upon receipt of payment or purchase order of Site License, Vigilant Video will deliver or make available to the Licensee the Software Product(s). Updates, patches and bug fixes of the Software Product(s) will be made available to the Licensee at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant Video will make available throughout the active license period e-mail and fax support to an administrator and support contacts designated by the Licensee, known as Licensee "Technical Support Agents." Under the Site License or Subscription agreement, Affiliates of the Licensee must channel all questions related to the Software Product(s) through the Technical Support Agent(s), the latter of which must make a good-faith effort to answer such questions before submitting a support ticket at www.vigilantvideo.com or sending an email to support@VigilantVideo.com.

Software Support, Warranty and Maintenance:

Use of the software by the Licensee constitutes acceptance of Vigilant Video's Software Support, Warranty, and Maintenance Terms and Conditions.

Contract Term and Structure:

A fully executed and valid Site License will entitle the Licensee to use of the Software Product(s) any time throughout the active period of this ongoing Site License Agreement, in which to set up and install the software product(s) on an unlimited number of media centers within the Licensee's agency. As the Licensee installs additional units of the Software Product(s) and connects them with video cameras, the Licensee will be required to obtain a Camera License Key (CLK) for each installed camera. This is simply done by applying for the CLK by visiting: <http://supportforms.vigilantvideo.com/lrf.aspx> and completing the online request form to Vigilant Video technical support. Within two (2) business days, the Licensee Technical Support Agent will receive the requested CLK in a form set to expire on the same date of the Site License expiration. This remains applicable, to any and all subsequent (additional) CLK's issued throughout the active period of this Site License Agreement.

This agreement may be renewed for up to two (2) successive one-year terms at the City's option if grant funding is available. Renewal at the City's option will occur upon receipt of Subscription payment, entitling the Licensee to a full replacement set of all previously issued CLK's set to expire two (2) years from the Effective Date, and one (1) year from each subsequent renewal date. This Agreement will terminate if 1) the Licensee indicates in writing its intent to discontinue its License or 2) Vigilant Video indicates in writing its intent to discontinue this agreement. In either event, Vigilant Video Inc. reserves the right to refrain from issuing replacement CLK's and to restrict access to services that are available to Licensees in good standing. The Software Product(s) will cease to function after the active global license key has expired.

Ownership of Software:

The Software Product is copyrighted by Vigilant Video and remains the property of Vigilant Video. This license is not a sale of the original software or any copy. The Licensee owns the physical media on which the Software

Vigilant Video

Product(s) is installed, but Vigilant Video retains title and ownership of Software Product(s) and all other materials included as part of the Software Product(s).

Site License Fee:

Each Site License fee is based on the total number of sworn officers within the Licensee’s and Affiliates’ agency(s) at the time of execution of this Site License Agreement. The Site License allows for Licensee to install an unlimited number of licenses of the Software Product(s) as Licensee sees fit to put to use. A schedule of applicable Site License Fees is shown below:

Law Enforcement Product Family – Site License Fee			
TIER	NUMBER OF SWORN OFFICERS	SITE LICENSE FEE	
Tier 1	0 < Sworn Officers < 100	\$4,500	
Tier 2	101 < Sworn Officers < 250	\$9,000	
Tier 3	251 < Sworn Officers < 500	\$18,500	
Jumbo	501 < Sworn Officers	\$ 27,000	

Subscription Fee:

Each Site License has a Subscription fee due approximately thirty (30) days prior to the expiration of the Site License. The annual Subscription fee enables the Software Product(s) to remain operational for each successive 12 month period, considered active participation of this Site License Agreement; entitles the Licensee to replacement CLK’s; and ensures users have access to the latest software versions and associated equipment driver software to allow the Software Product(s) installations to remain current and enable the best possible performance. It is noted that an entity once licensed by the Site License agreement can only utilize active software licensing via the annual subscription license offering.

The Subscription fee is based on the number of current Vigilant Video issued CLK’s at the time of subscription fee invoicing, and considered by Vigilant Video as being “in use” during the annual period by the entity in question. A schedule of annual Subscription Fees is shown below:

Law Enforcement Product Family Annual Subscription Fee Schedule				
Tier 1	\$2,500 Base Fee + \$500 X (# of CLK’s Issued above and beyond the first 5 CLK’s)	Subscription Fee <i>Maximum</i>	License <i>Maximum</i>	
		\$15,750	60 CLK’s	
Tier 2	\$2,500 Base Fee + \$500 X (# of CLK’s Issued above and beyond the first 5 CLK’s)	Subscription Fee <i>Maximum</i>	License <i>Maximum</i>	
		\$45,000	180 CLK’s	
Tier 3	\$2,500 Base Fee + \$500 X (# of CLK’s Issued above and beyond the first 5 CLK’s)	Subscription Fee <i>Maximum</i>	License <i>Maximum</i>	
		\$87,750	300 CLK’s	
Jumbo	\$2,500 Base Fee + \$300 X (# of CLK’s Issued above and beyond the first 5 CLK’s)	Subscription Fee <i>Maximum</i>	License <i>Maximum</i>	
		\$210,000	700 CLK’s	

Please Note: Each Tier’s Base Fee includes initial 5 CLK’s.

Vigilant Video

Approximately Ninety (90) days prior to the annual license renewal date, Vigilant Video will provide the Licensee an invoice for the next year's Subscription fee. Payment of the Subscription fee is due thirty (30) days prior to the renewal date.

Advanced Subscription Fee Payments:

Vigilant Video will accept advanced subscription fee payments on a case by case basis. In such event where advanced subscription fees are made to Vigilant Video, the licensee shall designate at time of payment if advanced payment(s) are: 1) to be considered a general credit toward future fees or 2) to be applied toward fees applicable to specific camera unit 'Systems' operated by the licensee.

General credit advanced payments to Vigilant Video shall be applied in full to each subsequent Subscription Fee invoice until the balance of the credits are reduced to a zero balance. System based advanced credits shall be applied to subsequent Subscription Fees in the amount that entitles the licensee continued operation of the designated camera unit systems for the following subscription period until the credits are reduced to a zero balance.

Price Adjustment:

Vigilant Video has the right to increase or decrease the annual Subscription fee from year to year. It is noted that in the case of an increase, such increase shall be less than 5% of the prior year's fees or shall be less than a percentage equal to the published rate of inflation in the United States, the not-to-exceed limit being whichever of these rate rise percentage limits is greater. If Vigilant Video intends to adjust the annual Subscription fee, it must give notice to the Licensee on or before the above stated invoice date pertaining to the upcoming annual Subscription renewal.

Credits:

During the first two (2) years of license or during subsequent year annual Subscriptions, Vigilant Video may, on its own discretion, adjust fees in consideration of credits which Licensee may have earned during participation in approved Vigilant Video marketing programs.

Initiating a Site License:

To obtain a Law Enforcement Product Family Site License, fill out the *Ordering and Contact Information* form below and return it with a purchase order or payment. Vigilant Video support specialists will contact you after receiving your information.

Limitation of Liability:

IN NO EVENT SHALL VIGILANT VIDEO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF SOFTWARE PRODUCT(S), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT VIDEO HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

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Confidentiality:

Licensee acknowledges that Software Product(s) contain valuable and proprietary information of Vigilant Video and Licensee and its Affiliates will not disassemble, decompile or reverse engineer any Software Product(s) to gain access to confidential information of Vigilant Video.

Assignment:

Licensee may not assign this Agreement without prior written consent of Vigilant Video. Any attempted assignment without consent shall be void.

Amendment, Choice of Law:

No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas, Tarrant County, without regard to its conflicts of law.

Federal Government:

Any use, copy or disclosure of Software Product(s) by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

Complete Agreement:

This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter. The provisions of any Licensee's purchase order and terms of Vigilant Video's project quotation(s) are also included in this agreement as if copied in full. In the event of conflict the terms of this Agreement shall control.

Relationship:

The relationship created hereby is that of Vigilant Video and Licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party. In the event of any conflict, the terms of this Agreement shall control.

No Rights in Third Parties:

This agreement is entered into for the sole benefit of Vigilant Video and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to

Vigilant Video

authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

Construction:

The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

Severability:

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

Notices:

All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

To Vigilant Video:

Vigilant Video Incorporated
Attn: Sales Administration
2021 Las Positas Court - Suite # 101
Livermore, CA 94551

To City of Forth Worth:

Fort Worth Police Department
Attn: Chief of Police
350 West Belknap Street
Fort Worth, TX 76102

Right to Audit:

Licensee, upon thirty (30) days advanced written request to Vigilant Video, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

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IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Video, Inc.

Authorized Agent: Joseph L. Harzewski III

Title: VP, Sales and Marketing

Date: December 1st, 2011

Signature: _____

Enforcement Agency: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Vigilant Video

Vigilant Video Law Enforcement Product Family Site License Agreement Ordering & Contact Information

To ensure up to date support offered by Vigilant Video, please complete and submit the following information.

City: City of Fort Worth **Enforcement Agency:** Fort Worth Police Department

Provide an estimated number of patrol vehicles: _____

Product Interest: CarDetector Mobile Edition
 CarDetector Fixed Camera Edition

Administrator Contact

Person who receives all information related to software, including product updates and licensing information.

Name/Position _____

Department _____

Address _____

Telephone _____ **Fax** _____

E-mail _____

Billing Contact

This is the person to whom all invoices and billing information will be sent.

Name/Position _____

Department _____

Address _____

Telephone _____ **Fax** _____

E-mail _____

Technical Support Agent

These are the two individuals permitted to receive technical support from Vigilant Video.

Name _____ **Name** _____

Dept. _____ **Dept.** _____

Telephone _____ **Telephone** _____

Fax _____ **Fax** _____

E-mail _____ **E-mail** _____



*Protecting Officers,
Families and Communities*

11/23/2015

Fort Worth Police Department
350 W. Belknap Street
Fort Worth, TX 76102

Dear Corey Autrey

I am very happy that you are considering Vigilant Solutions as your provider, and I am pleased to present you with the following elements which should support a sole source justification for Vigilant Solutions' LEARN software-as-a-service offering consisting of the LEARN analytic software and commercially-gathered LPR data available from Vigilant Solutions (Private Data).

- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative, known as the National Vehicle Location Service (NVLS). NVLS consists of over 2.8 billion LPR scans, and is growing at a rate of over 70 million monthly scans. This data consists largely of Private Data harvested by Vigilant and made available for law enforcement consumption. This extensive LPR data set provides intangible value from an investigative perspective inside of the LEARN suite of applications.
- LEARN offers an exclusive application known as the Mapping Alert Service (MAS). MAS enables the Agency to leverage the data sharing initiative of NVLS to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.
- LEARN offers an exclusive application known as Stakeout that allows for a user to enter an address to see all "visits" to this location. Users may select visits and virtually "stakeout" a location, seeing all LPR scans collected by a driver on a given "visit".
- LEARN offers an exclusive reporting option in its Stakeout application allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.
- LEARN offers an exclusive query utility known as Associate Analysis. A query on a known plate can be sent for Associate Analysis to identify other vehicles commonly seen in close proximity to the suspect vehicle. This is very useful in identifying possible associates of a known suspect, or perhaps establishing a pattern of surveillance between a perpetrator and a victim.
- LEARN offers an unmatched query capability that includes the ability of a user to define a search geo-zone through simple drawing tools on a map interface. Available drawing tools include rectangles, circles, and custom polygons

2021 Las Positas Court, Suite 101
Livermore, California 94551 USA



+1 (925)398-2079
vigilantsolutions.com



*Protecting Officers,
Families and Communities*

- LEARN offers an exclusive application known as Locate Analysis which is designed to provide a probabilistic assessment of where to most likely locate a suspect vehicle. Locate Analysis groups LPR detections around addresses, tells you how many visits to these addresses have been conducted by an LPR-equipped vehicle, tells you how many times a suspect vehicle has been seen at each location, tells you if the suspect is more likely to be seen during the day or night at each location, tells you the most recent and most popular locations, provides you with an interactive and chronological map view, and also compiles all of this information into a simple Locator Score, giving immediate and actionable information on where and when you are most likely to find your suspect.
- Vigilant Solutions offers an exclusive smartphone application known as the Mobile Companion. Available for both iPhone and Android devices, the Mobile Companion allows for an agency user to capture license plate images for checking against agency hotlists, receive alerts on matches against agency hotlist, and also perform queries against all available LPR data (agency generated and Private Data). This is ideal for special events, bike rallies, and officers on foot patrol.

The above qualifications demonstrate why Vigilant Solutions' LEARN software-as-a-service is uniquely qualified to meet the needs of Fort Worth Police Department.


We look forward to serving you.

Best Regards,

A handwritten signature in black ink, appearing to read "Michael K. Budz", written in a cursive style.

Michael K. Budz
Regional Sales Manager



		Vigilant Solutions 2021 Las Positas Court Suite # 101 Livermore, California 94551 (P) 956-536-7542 (F) 972-767-3304		Protecting Officers, Families and Communities	
Attention:	Fort Worth PD	Date	10/5/2015		
Project Name:	LEARN Private/Commercial Data	Quote Number:	MKB-0339-01		

PROJECT QUOTATION

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

Qty	Model #	Description
(1)	VS-ILP-3M-RE	Vigilant Intelligence Led Policing Package w/ Mobile LPR Hardware (Reaper) - Up to 700 Sworn <u>Hardware Includes:</u> <ul style="list-style-type: none"> • 2-Camera Mobile LPR system - Quantity = 4 LPR Systems (Reaper Cameras) <ul style="list-style-type: none"> o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order <u>Software / Services Include:</u> <ul style="list-style-type: none"> • CarDetector Mobile LPR Software for MDC Unit <ul style="list-style-type: none"> o Includes Mobile Hit Hunter Data Access Feature • LEARN Software as a Service (SaaS) including: <ul style="list-style-type: none"> o LEARN Data Analytic Tools o Unlimited Private LPR data Access o Hosting, data and system management of LPR data o LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition <ul style="list-style-type: none"> o Image gallery of up to 50,000 images
Subtotal Price (Excluding sales tax)		\$62,390.00

Qty	Model #	Description
(1)	VS-LDS-3	Vigilant 'Private Data' Access via LEARN - Tier 3 <ul style="list-style-type: none"> • Local/State LEA Tier 3 Private LPR Data access - Up to 700 Sworn • Access to all Vigilant commercially acquired national vehicle location data • Unlimited access for agency wide unlimited users of all private LPR data and LEARN components • Includes full use of hosted/managed LPR server account via LEARN • Includes Vigilant's complete suite of LEARN data analytics • As per the Vigilant Solutions Private Data Subscription Agreement
Subtotal Price (Excluding sales tax)		\$47,995.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.

Quoted by: Michael Budz - 956-536-7542 - mike.budz@vigilantsolutions.com

Total Price (Excluding sales tax)	\$110,385.00	
Accepted By:	Date:	P.O#