



**VIGILANT SOLUTIONS - SOFTWARE SERVICE PROGRAM  
STATE AND LOCAL LAW ENFORCEMENT AGENCY AGREEMENT**

This Agreement is made and entered into effective April 15, 2014 (the "Effective Date") between Vigilant Solutions, Inc., a Delaware corporation ("Vigilant") and Glendale Police Department, an Originating Agency Identifier (ORI) credentialed law enforcement agency ("Agency").

A. Vigilant stores and disseminates to law enforcement agencies publicly and privately gathered license plate recognition (LPR) data as a valued added component of the Vigilant law enforcement package of LPR equipment and/or software; and

B. Agency desires to obtain access to Vigilant's Software Service with available publicly and privately collected LPR data via the Law Enforcement Archival Reporting Network (LEARN) server;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

**1. Definitions.**

(a) **Confidential Information.** Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the LEARN Software Service and the Private LPR Data; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.

(b) **LEA.** Refers to a law enforcement agency.

(c) **LEARN Software Service.** Refers to a web based (hosted) suite of software applications consisting of analytical and investigative software located on a physical database server that also hosts LPR Data.

(d) **License Plate Recognition ("LPR").** Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

(e) **LPR Data.** Refers to both LEA LPR Data and Private LPR Data.



(f) **LEA LPR Data.** Refers to LPR data collected by LEAs and available on the LEARN Software Service for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

(g) **Private LPR Data.** Refers to LPR data collected by private commercial sources and available on the LEARN Software Service with a paid subscription.

(h) **User.** Refers to an individual who is an agent and sworn officer of Agency and who is authorized by Agency to access the LEARN Software Service on behalf of Agency through login credentials provided by Agency.

## 2. Licensed Access to the LEARN Software Service.

(a) **Grant of License.** During the term of this Agreement, Vigilant grants Agency a non-exclusive, non-transferable right and license to access the LEARN Software Service for use in accordance with the terms of this Agreement.

(b) **Authorized Use.** Agency is prohibited from accessing the LEARN Software Service other than for law enforcement purposes.

(c) **Ownership of Private LPR Data and LEARN Software.** Except for the rights expressly granted by Vigilant to Agency under this Agreement, Vigilant retains all title and rights to the Private LPR Data and the LEARN Software. Nothing contained in this Agreement shall be deemed to convey to Agency or to any other party any ownership interest in or to any LPR Data or the LEARN Software.

(d) **Restrictions on Use of LEARN Software Service.** Except as expressly permitted under this Agreement, Agency agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the LEARN Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the LEARN Software Service; (iii) decompile, disassemble or reverse engineer any software component of the LEARN Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the LEARN Software Service. Agency shall instruct each User to comply with the preceding restrictions.

(e) **Third Party Software and Data.** If and to the extent that Vigilant incorporates the software and/or data of any third party into the LEARN Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Agency and the third party licensor, the license of Agency to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the LEARN Software Service granted by Vigilant under this Agreement. Agency specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Agency agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or (iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Agency shall instruct each User to comply with the preceding restrictions.

(f) **Non-Exclusive Licensed Access.** Agency acknowledges that the right or ability of Vigilant to license other third parties to use the LEARN Software Service is not restricted in any manner by this Agreement, and that it is Vigilant's intention to license a number of other LEAs to use the LEARN Software Service. Vigilant shall have no liability to Agency for any such action.



**3. Other Matters Relating to Access to LEARN Software Service.**

(a) **Accessibility.** The LEARN Software Service, LPR Data and associated analytical tools are accessible to LEAs ONLY and are accessible pursuant to one of the following two methods:

(1) **LEARN Private Data Subscription.** Access to the LEARN Software Service through a private data subscription allows for private data to be used at a much deeper level to include partial plate queries, geo-fence queries, and analytic reports such as common plate and possible associate analysis.

(2) **Application Programming Interface (API).** The API access method allows for integration of the LPR Data into external third-party analytic tools. The API does NOT provide ownership rights to the LPR Data, only access during the subscription period. The API is available only in conjunction with a LEARN Private Data Subscription.

(b) **Access to LEA LPR Data.** LEA LPR Data is provided as a service to LEAs at no additional charge.

(c) **Eligibility.** Agency shall only authorize individuals who satisfy the eligibility requirements of "Users" to access the LEARN Software Service. Vigilant in its sole discretion may deny LEARN Software Service access to any individual based on such person's failure to satisfy such eligibility requirements.

(d) **Account Security (Agency Responsibility).**

(1) Agency shall be responsible for assigning an account administrator who in turn will be responsible for assigning to each of Agency's Users a username and password (one per user account). An unlimited number of User accounts is provided. Agency will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Agency shall notify Vigilant immediately if Agency believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Agency must notify Vigilant immediately if Agency becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

(2) User logins are restricted to agents and sworn officers of the Agency. No User logins may be provided to agents or officers of other local, state, or Federal LEAs. LPR Data must reside within the LEARN Software Service and cannot be copied to another system, unless Agency purchases Vigilant's API.

(e) **Data Sharing.** If Agency is a generator as well as a consumer of LPR Data, Agency at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access the LEARN Software Service (for example, LEAs who share LEA LPR Data with other LEAs).

(f) **Subscriptions.** LEARN Software Service software applications and LPR Data is available to Agency and its Users on an annual subscription basis with a limited number of usage credits (described below).

Product Code	Description	Usage Credits
VS-LDS-1	Level 1 Software Service	30,000
VS-LDS-2	Level 2 Software Service	150,000
VS-LDS-3	Level 3 Software Service	625,000
VS-LDS-4	Level 4 Software Service	Unlimited

Usage credits are utilized as follows: queries use 1 credit each, basic reports use two credits each, and analytical reports use 4 credits each. Agency's administrator has the capability to measure utilization of usage credits. The annual subscription price and related product code for the LEARN Software Service are set forth in Agency's purchase order.

(g) **Annual Usage Credit Limit.** If Agency approaches its annual usage credit limit, Vigilant shall contact Agency with options to enable continued access to the LEARN LPR Database Server. Options are as follows: (i) initiate a new annual subscription on the date annual usage credits are fully utilized; or (ii) continue with the current subscription but pay an excess usage fee for excess usage equal to 1.2 times the prorated cost per usage credit and renew



at the same level the following year. For example, if a product code VS-LDS-2 subscriber uses 225,000 usage credits in a given subscription year period, such subscriber would be able to renew at the VS-LDS-3 product code level the following year OR remain at the VS-LDS-2 product code level and pay an excess usage fee of  $(1.2) * (225,000 - 150,000) * (\text{Annual Contract Fee } \$\$/150,000)$  prior to renewing the VS-LDS-2 contract for the subsequent year.

(h) **Available API.** Vigilant offers an API whereby Agency may load LPR Data and provide for ongoing updating of LPR Data into a third-party system of Agency's choosing (the "API"). This service is offered as an optional service and in addition to the LEARN Private Data Subscription.

#### 4. **Restrictions on Access to LEARN Software Service.**

(a) **Non Disclosure of Confidential Information.** Agency and each User will become privy to Confidential Information during the term of this Agreement. Agency acknowledges that a large part of Vigilant's competitive advantage comes from the collection and analysis of this Confidential Information and Agency's use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.

(b) **Restrictions.** As a result of the sensitive nature of the Confidential Information, Agency agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Agency's access to the LEARN Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and other Confidential Information in any way. Additionally, Agency agrees to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

(c) **Third Party Information.** Agency recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information ("**Associated Third Party Confidential Information**"). By way of example, Associated Third Party Confidential Information includes LEA LPR Data. Agency agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Agency agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Agency would with Agency's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information.

(d) **Non-Publication.** Agency shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the LEARN Software Service or this Agreement without first submitting the material to Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to ensure consistency with other media messaging.

(e) **Non-Disparagement.** Agency agrees not to use proprietary materials or information in any manner that is disparaging. This prohibition is specifically intended to preclude Agency from cooperating or otherwise agreeing to allow photographs or screenshots to be taken by any member of the media without the express consent of



Vigilant. Agency also agrees not to voluntarily provide ANY information, including interviews, related to Vigilant, its products or its services to any member of the media without the express written consent of Vigilant.

(f) **Manner of Use.** Agency must use its account in a manner that demonstrates integrity, honesty, and common sense.

(g) **Survival of Restrictions and Other Related Matters.**

(1) Agency shall cause each User to comply with the provisions of this **Section 4**.

(2) Agency agrees to notify Vigilant immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this **Section 4** by Agency or any User, and Agency shall reasonably cooperate with Vigilant to regain possession of the Confidential Information, prevent its further unauthorized use, and otherwise prevent any further breaches of this **Section 4**.

(3) Agency agrees that a breach or threatened breach by Agency or a User of any covenant contained in this **Section 4** will cause irreparable damage to Vigilant and that Vigilant could not be made whole by monetary damages. Therefore, Vigilant shall have, in addition to any remedies available at law, the right to seek equitable relief to enforce this Agreement.

(4) No failure or delay by Vigilant in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

(5) The restrictions set forth in this **Section 4** shall survive the termination of this Agreement for an indefinite period of time.

## 5. Term and Termination.

(a) **Term.** This Agreement shall be for a term of one (1) year from the Effective Date of this Agreement.

(b) **Termination.**

(1) Agency may terminate this Agreement upon thirty (30) days prior written notice to Vigilant for any reason.

(2) Vigilant may terminate this Agreement upon:

(A) a failure on the part of Agency to pay any amount due and payable to Vigilant under this Agreement within thirty (30) days following receipt of written notice from Vigilant of such failure; or

(B) a material breach of any other provision of this Agreement by Agency or any User which remains uncured for thirty (30) days following receipt of written notice from Vigilant of such material breach.

(c) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, all licensed rights granted in this Agreement will immediately cease to exist and Agency must promptly discontinue all use of the LEARN Software Service, erase all LPR Data accessed through the LEARN Software Service from its computers, including LPR Data transferred to an API, and return all copies of any related documentation and other materials.

(d) **No Refunds.** Upon termination of this Agreement for any reason whatsoever, whether by Agency or Vigilant, Agency shall not be entitled to a refund of the annual subscription fee, or any portion thereof.

## 6. Miscellaneous.

(a) **Notices.** Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery



or regular mail, to the address or e-mail address specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Vigilant's address for all purposes under this Agreement is:

Vigilant Solutions, Inc.  
Attn: Steve Cintron  
2021 Las Positas Court, Suite #101  
Livermore, California 94551  
Telephone: 925-398-2079  
E-mail: steve.cintron@vigilantsolutions.com

Agency's address for all purposes under this Agreement is:

GLENDALE POLICE DEPARTMENT  
Attn: DEBORA BLACK (CHIEF)  
6835 N. 57<sup>th</sup> DRIVE, GLENDALE, AZ  
Telephone: 602-930-3059 85301  
E-mail: \_\_\_\_\_

with a copy to:

Holland, Johns & Penny, L.L.P.  
Attn: Margaret E. Holland  
306 West Seventh Street, Suite 500  
Fort Worth, Texas 76102  
Telephone: 817-335-1050  
E-mail: meh@hjllp.com

Either party may designate another address for this Agreement by giving the other party at least five (5) business days' advance notice of its address change. A party's attorney may send notices on behalf of that party, but a notice is not effective against a party if sent only to that party's attorney.

**(b) Disclaimer.** Vigilant makes no express or implied representations or warranties regarding Vigilant's equipment, website, online utilities or their performance, availability, functionality, other than a warranty of merchantability and fitness for the particular purpose of searching for license plate locations in the database and performing other related analytical functions. Any other implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed and excluded.

**(c) Limitations of Liability.** VIGILANT WILL NOT BE LIABLE FOR AGENCY'S USE OF THE LPR DATA OR LEARN SOFTWARE SERVICE APPLICATIONS AND WILL NOT BE LIABLE TO AGENCY UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). TO THE EXTENT THE FOREGOING LIMITATION OF LIABILITY IS PROHIBITED OR OTHERWISE UNENFORCEABLE VIGILANT'S CUMULATIVE LIABILITY TO AGENCY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED \$10,000.00.

**(d) Indemnification.** Agency agrees to indemnify, defend and hold harmless Vigilant and its employees, representatives, agents, officers, directors, and corporate employees (each, an "Indemnified Party"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any



claim (i) resulting from Agency's or a User's breach of this Agreement, (ii) that involves any vehicle owned or operated by Agency, (iii) or any employee or independent contractor hired by Agency or (iv) any and all claims based on Agency's or a User's actions or omissions. Agency will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Party in connection with or arising from any such claim, suit, action, or proceeding up to \$5,000,000. Because this \$5,000,000 limit may not exceed appropriations available at the time of the losses, and nothing in this Agreement may be construed as implying that Congress will at a later date appropriate funds sufficient to cover those losses, Agency shall administratively reserve sufficient funds to satisfy its obligations hereunder.

**(e) Independent Contractor Status.** Each party will at all times be deemed to be an independent contractor with respect to the subject matter of this Agreement and nothing contained in this Agreement will be deemed or construed in any manner as creating any partnership, joint venture, joint enterprise, single business enterprise, employment, agency, fiduciary or other similar relationship.

**(f) Assignment of this Agreement.** Agency may not assign its rights or obligations under this Agreement to any party, without the express written consent of Vigilant.

**(g) No Exclusivity.** Vigilant may at any time, directly or indirectly, engage in similar arrangements with other parties, including parties which may conduct operations in geographic areas in which Agency operates. Additionally, Vigilant reserves the right to provide LPR Data to third-party entities for purposes of promotions, marketing, business development or any other commercially reasonable reason that Vigilant deems necessary and appropriate.

**(h) No Reliance.** Agency represents that it has independently evaluated this Agreement and is not relying on any representation, guarantee, or statement from Vigilant or any other party, other than as expressly set forth in this Agreement.

**(i) Governing Law; Venue.** THIS AGREEMENT IS GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS-OF-LAWS PRINCIPLES. THE PARTIES HERETO CONSENT THAT VENUE OF ANY ACTION BROUGHT UNDER THIS AGREEMENT WILL BE IN TARRANT COUNTY, TEXAS.

**(j) Amendments.** Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both parties. Vigilant's waiver of any breach or default will not constitute a waiver of any other or subsequent breach or default.

**(k) Entirety.** This Agreement and the Agency's purchase order, setting forth Vigilant's LEARN Software Service being purchased by Agency pursuant to this Agreement and the related product code and subscription price, represent the entire agreement between the parties and supersede all prior agreements and communications, oral or written between the parties. Except to the limited extent expressly provided in this **Section 6(k)**, no contrary or additional terms contained in any purchase order or other communication from Agency will be a part of this Agreement.

**(l) Force Majeure.** Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if nonperformance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, delays of common carriers, or any other cause beyond the reasonable control of such party.

**(m) Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by persons duly authorized as of the date and year first above written.

Company: Vigilant Solutions, Inc.

Authorized Agent: William J. Quinlan

Title: National Sales Manager

Date: 4/10/2014

Signature: [Handwritten Signature]

Agency: City of Glendale

Authorized Agent: Brenda S. Fischer

Title: City manager

Date: 4/15/14

Signature: [Handwritten Signature]

**ATTEST:**  
[Handwritten Signature]  
City Clerk

Approved as to form

[Handwritten Signature]  
City Attorney

[signature page – LEARN Software Service  
State and Local Law Enforcement Agency Agreement]

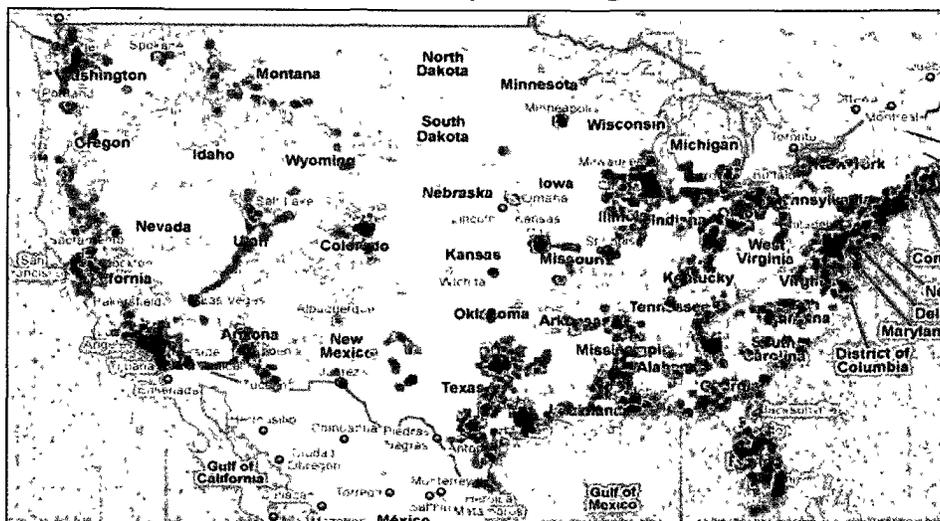
		<b>Vigilant Solutions</b> <b>2021 Las Positas Court - Suite # 101</b> <b>Livermore, California 94551</b> <b>(P) 925-398-2079 (F) 925-398-2077</b>		<b>Protecting Officers, Families</b> <b>and Communities</b>	
Attention	Detective Maria Wittevrongel	Date	4/03/2014		
Project Name	Glendale Police, AZ	Quote Number	HSS-0007-08-3B		

## PROJECT QUOTATION

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

Qty	Model #	Description
(1)	VS-LDS-02 (Annual)	<p><b>Vigilant Private LPR Data Access through LEARN Tier II</b></p> <ul style="list-style-type: none"> <li>• Provides access to Vigilant Solutions security software product Law Enforcement Archival Reporting Network Server (LEARN) through web interface</li> <li>• Local/State Agency Tier 2 Data Access Usage modeled on average with agencies of sworn officers, includes 150,000 credits annually towards: Queries (1 credit), Report (2 credits) and Analytical Reports (4 credits).</li> <li>• Nationwide coverage to all Vigilant private LPR data (See below territory map)</li> <li>• Nationwide LPR coverage includes over 1.8 billion LPR records with millions 10's of millions of additional vehicle locations added monthly</li> <li>• Ability to load unlimited an unlimited number of Hot-List files and/or records</li> <li>• Unlimited proactive alert notifications to all users of designated client</li> <li>• Access to all LEARN application components including advanced plate query, Mapping Alert Service, Stakeout data analytics, auditing reports, &amp; agency users management</li> <li>• Includes unlimited technical support, software maintenance, bug fixes, patches, minor software upgrades, major software upgrades and all utilities released within the product evolution</li> <li>• Unlimited use of Mobile Companion for Android and iPhone smartphones with direct link to Vigilant's national LEARN LPR database</li> <li>• Includes one (1) scheduled online class of end user training (up to 2 hrs / class) for Agency personnel</li> <li>• Subject to data credit usage as a group based on volume access</li> <li>• As per the Vigilant Solutions Private Data Subscription Agreement</li> </ul> <p>Customer agreed to shares all data to national data sharing pool (accessible by law enforcement only)</p> <ul style="list-style-type: none"> <li>• Local/State Agency Tier 2 Data Access</li> <li>• Usage modeled on average usage within agencies of up to 500 sworn</li> <li>• Includes 150,000 credits annually</li> <li>• Queries (1 credit)</li> <li>• Reports (2 credits)</li> <li>• Analytical Reports (4 credits)</li> </ul>
	Total Price (Excluding sales tax)	<b>Annual Fee \$25,000.00</b>

### US Territory Coverage:



**Current National LEARN Database Statistics:**

~2,150,000,000 LPR data records (Current)  
~45,000,000 new LPR data records (Monthly Average)  
~1,370,000 new vehicle location records (Daily Average)

This proposal is for Vigilant’s Private LPR Data subscription and will be available to all Glendale Police Department Agency up to 100 sworn personnel for LPR data analytical use in aiding/fighting/preventing/solving crimes and criminal activity.

Features will include unlimited users or user groups constituting purchasing Agency’s sworn personnel, ability to load an unlimited number of Hot-List records, such as NCIC and/or private Hot-Lists for internal use (provided by purchasing Agency), geo-zone fencing with advanced search features, data analytics with common plate / associate analysis, unlimited use of the Mobile Companion smart phone application and receive law enforcement LPR data shared by other participating law enforcement practitioners.

Once this proposal has been reviewed by your office, a signed copy and purchase order must be sent to your local Vigilant sales representative (Contact info below) to process the order. Once order is processed, Vigilant will schedule an account setup, and end user training.

**Proposal Notes:**

1. All prices are quoted in USD and will remain firm and in effect for 60 days
2. All software to have standard one (1) year warranty for manufacturer defects.
3. Compliance to local codes neither guaranteed nor implied
4. Software is manufactured under strict Vigilant Solutions standard
5. All orders subject to credit acceptance by Vigilant Solutions management
6. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
7. This Quote does not include anything outside the above stated bill of materials.
8. LEARN & Data Price based on 12 month Subscription period from subscription start date
9. Full annual payment terms are net 30 days
10. All Data access via Vigilant's national LPR data server Law Enforcement Agencies
11. Customer Discount for switching from NVLS to LEARN/ credit for 2014 only applied
12. Customer understand that next year annual subscriptions will be \$25K, no exceptions

Quoted by: Sam Sawda

Phone: 925-398-2079

email: sam.sawda@vigilantsolutions.com

<b>Total Price</b> (Excluding sales tax)		<b>\$25,000.00</b>
<b>Customer Discount</b>	Discount Expire April 30-2014	<b>-\$5,000.00</b>
<b>Subtotal Price</b> (Excluding sales tax)		<b>\$20,000.00</b>
<b>Accepted By:</b>	<b>Date:</b>	<b>P.O#</b>

## ADDENDUM

The City of Glendale, Arizona ("City") and Vigilant Solutions, Inc. ("Contractor") further agree as follows:

**I. Conflicts.** The **Software Service Program State and Local Law Enforcement Agency Agreement** (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of Arizona Revised Statutes ("A.R.S.") § 38-511.

### **II. Immigration Law Compliance.**

- A. Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- C. City retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under the Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this **Paragraph II**.
- E. Contractor agrees to incorporate into any subcontracts under the Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor's warranty and obligations under this **Paragraph II** to the City are continuing throughout the term of the Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**III. Indemnity.** The indemnity described in **Paragraph 6(d)** of the Agreement does not apply in the event that any claim, suit, action, or other proceeding brought against an Indemnified Party was solely based on or solely arose from an Indemnified Party's negligence, recklessness or intentional act. "Indemnified Party" is defined in the Agreement.

**IV. Governing Law.** The Agreement will be governed by the laws of the State of Arizona, and venue for any legal action brought relating to the Agreement is proper only in Maricopa County, Arizona. This **Paragraph IV** explicitly supersedes and replaces the conflicting language in **Paragraph 6(i)** of the Agreement.

**V. Entire Agreement.** The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum. This **Paragraph V** explicitly supersedes and replaces the conflicting language in **Paragraph 6(k)** of the Agreement.

**VI. Addendum and Agreement Conflict.** In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

[SIGNATURES ON NEXT PAGE]

Vigilant Solutions, Inc.  
Contractor

[Signature]  
City

4/9/14  
Date

4/15/14  
Date

[Signature]  
Signature

CFO  
Title

ATTEST:  
[Signature]  
City Clerk

Approved as to form

[Signature]  
City Attorney