



Law Enforcement Product Software Site License Agreement

This Vigilant Solutions Software Site License Agreement (the "Agreement") is made and entered into as of this 10 Day of March, 2014~~12~~ (the "Effective Date") by and between **Vigilant Solutions Inc.**, a Delaware corporation, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant Solutions") and Tulare Police Department, a law enforcement agency or other governmental agency, having its principal place of business at 260 So 'M' ST, TULARE CA 93274 ("Licensee")

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

WHEREAS, Licensee desires to license from Vigilant Solutions 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 Solutions 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 Solutions.

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

"Software Product(s)" means Vigilant Solutions's Law Enforcement & Security family of software product(s) including CarDetector Mobile LPR Edition, CarDetector Fixed LPR Edition, Law Enforcement Archival & Reporting Network (LEARN) server, Smartphone Mobile Companion and other software applications considered by Vigilant Solutions 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 one (1) year.

"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 Solutions 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.

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 consulting 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 Product(s) 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 Solutions is strictly prohibited.

Termination:

This Agreement is effective as of the Effective Date for one (1) year, or until terminated. Licensee may terminate this Agreement at any time by notifying Vigilant Solutions 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 Solutions will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant Solutions 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 Solutions 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 Solutions'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 Solutions Licensee has not reasonably cured, Licensee shall immediately discontinue all use of Software Product(s) and certify to Vigilant Solutions that it has returned or destroyed all copies of Software Product(s) in its possession or control.



Warranty and Disclaimer:

Vigilant Solutions warrants that Software Product(s) manufactured by Vigilant Solutions 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 Solutions. Vigilant Solutions's obligation to repair or replace any defective Software Product(s) during the Warranty Period shall be Customer's exclusive remedy. Vigilant Solutions shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant Solutions'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 Solutions 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 Solutions be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Product(s).

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 Solutions 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 Solutions 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 Solutions 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 <http://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 Solutions'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 Solutions 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 is automatically renewed upon receipt of Subscription payment, entitling the Licensee to a full replacement set of all previously issued CLK's set to expire one (1) year from the Subscription renewal date. This Agreement will terminate if 1) the Licensee indicates in writing its intent to discontinue its License or 2) Vigilant Solutions indicates in writing its intent to discontinue this agreement. In either event, Vigilant Solutions 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 Solutions and remains the property of Vigilant Solutions. This license is not a sale of the original software or any copy. The Licensee owns the physical media on which the Software Product(s) is installed, but Vigilant Solutions retains title and ownership of Software Product(s) and all other materials included as part of the Software Product(s).

Site License Fee:

Each initial 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 (Initial)			
	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: 1) enables the Software Product(s) to remain operational for a successive



twelve (12) month period; 2) is considered active participation of this Site License Agreement; 3) entitles the Licensee to replacement CLK's; and 4) 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 annual Subscription fee is based on the number of current Vigilant Solutions issued CLK's at the time of subscription fee invoicing, and considered by Vigilant Solutions 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	\$500 X of CLK's Issued	Subscription Fee <i>Maximum</i> \$87,750	License <i>Maximum</i> 300 CLK's	
Jumbo	\$500 X of CLK's Issued	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.

Approximately Ninety (90) days prior to the annual license renewal date, Vigilant Solutions 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. All Fee(s) are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant Solutions's net income) and Licensee agrees to pay any such tax.

Advanced Subscription Fee Payments:

Vigilant Solutions will accept advanced subscription fee payments on a case by case basis. In such event where advanced subscription fees are made to Vigilant Solutions, 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 Solutions 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 Solutions 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 10% 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 Solutions 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 year of license or during subsequent year annual Subscriptions, Vigilant Solutions may, on its own discretion, adjust fees in consideration of credits which Licensee may have earned during participation in approved Vigilant Solutions marketing programs.

Initiating a Site License:

To initiate a Law Enforcement Product Software Site License, initial and sign this Agreement in full, and return it with the completed Site License Contact Worksheet (Page 10 of this Agreement) and a valid purchase order or payment. Vigilant Solutions support specialists will contact you after receiving your information.

Limitation of Liability:

IN NO EVENT SHALL VIGILANT SOLUTIONS 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 SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY LICENSEE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCT(S) LICENSED UNDER THIS AGREEMENT.

Confidentiality:

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

Assignment:

Licensee may not assign this Agreement without prior written consent of Vigilant Solutions. 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.

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 Solutions'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 Solutions 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.

No Rights in Third Parties:

This agreement is entered into for the sole benefit of Vigilant Solutions 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 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.



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.

Right to Audit:

Licensee, upon thirty (30) days advanced written request to Vigilant Solutions, 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.

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 Solutions:

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

To _____:

Attn: _____



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

Manufacturer: Vigilant Solutions, Inc.

Authorized Agent: Joseph L. Harzewski III

Title: VP, Sales and Marketing

Date: _____

Signature: _____

Enforcement Agency: Tulare Police
Department _____

Authorized Agent: JERRY BREAKINRIDGE

Title: POLICE CHIEF

Date: 4/1/2014

Signature: 



Law Enforcement Product - Software Site License Agreement Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions software site license program.

Site License Agreement Holder			
Company / Agency Name:		CITY OF TULARE POLICE DEPARTMENT	
Company / Agency Type:			
Address:	260 SO. 'M' ST.		
	TULARE CA 93274		
Primary Contact			
Name:	BRYAN MOORE		
Title:	SERGEANT	Phone:	559-685-2300 X 2140
Email:	BMOORE@ci.tulare.ca.us		
Supervisor Information			
Name:	LAWRENCE BROOKSHER		
Title:	CAPTAIN	Phone:	559-685-2300 X 4250
Email:	LBROOKSHER@ci.tulare.ca.us		
Financial Contact (Accounts Payable)			
Name:	DARLENE THOMPSON		
Title:	FINANCE DIRECTOR	Phone:	559-684-4227
Email:	DTHOMPSON@ci.tulare.ca.us		
Technical Support Contact # 1			
Name:	DARRON ALTERMATT		
Title:	SERGEANT	Phone:	559-685-2300 X 4238
Email:	DALTERMATT@ci.tulare.ca.us		
Technical Support Contact # 2			
Name:	JASON BOWLING		
Title:	IT MANAGER	Phone:	559-684-4226
Email:	JBOWLING@ci.tulare.ca.us		

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079