



Proposal, Automated License Plate Reader





2/28/2019

It is our great privilege to have had the opportunity to present to you the enclosed bid response for your review.

We know that the City of Manteca and its specified equipment spec will be met with the enclosed Manufacturers and their related products offered through LEHR. We have taken great care NOT to deviate from the equipment specification, as we understand the process which you have taken, and length of time the City of Manteca has put into the project.

LEHR currently supplies, installs, and supports Emergency Vehicle Parts, and technologies such as Laptops, Tablets, Docking Stations, Vigilant Solutions ALPR. Our proposal to follow, will include Lehr to supply All hardware, software, training, support, and integration.

Subcontracted Labor By:

Bear Electrical Solutions – Installation of Hardware and electrical connections.
1341 Archer Street
Alviso CA, 95002

Contractor's License No. 982079
A – General Engineering
C-10 High Voltage Electrical
C-31 – Work Zone Traffic Control
LBE# CMD121616779/ SBE#
1752478

LEHR has the experience and commitment to our customers that will keep this project smoothly moving forward. We know that through our C10 Certified/Union Subcontractor, our Team of Experts in Technology and Law Enforcement Equipment and Installation have what it takes to meet the requirements of the City of Manteca.

We look forward to hearing back from you and thank you again for the opportunity.

Sincerely,

Steve Adair
Reginal Sales Manager LEHR
Vigilant Solutions Partner



EXECUTIVE SUMMARY

Lehr Auto Electric is a Value Added Solution Provider specializing in emergency vehicle equipment for public safety and private security markets. The company Lehr was formed in 1945 as an automotive electrical repair facility. In the early 1990's Lehr was approached by many municipal customers seeking a viable supplier for emergency lighting and vehicle equipment. After being a family run business for 60 years, May 2006 Ken Lehr sold the business to Jim Stommel (aka Stommel, Inc.). With over 25 years of automotive accessory experience Jim stepped into the roll without incident. In September 2010 Lehr Auto Electric (Stommel, Inc.) acquired Pursuit North in Martinez, Ca. and in February 2016 acquired Auto Additions in Salem, OR. The acquisition will allow Lehr, Pursuit North to maximize purchasing power and better serve the client base on the West Coast.

Our mission is to be one of the dominant players in this highly specialized market. Fulfillment of this mission clearly requires many core product lines such as Whelen, Code 3, Havis, Gamber Johnson, Troy Products, Panasonic, **Vigilant Solutions ALPR** as well as knowledgeable and competent sales and technical staff, and the services and support systems necessary to make it all work. Whelen provides emergency lighting that is truly "Manufactured in the USA" (not assembled) which provide quality second to none. Panasonic, the creator of the Toughbook, dominates the industry in markets requiring solid reliable, durable laptop computers used in public safety.

Jim Stommel was very fortunate that Lehr Auto Electric had already employed some of the most talented individuals with skill sets to equip vehicles to the highest standards that our customers deserve. All of our personnel are well trained as they go through a rigorous set of training programs and mentoring to insure we maintain our quality of workmanship. The services we provide encompass the complete design from Bumper to bumper defining requirements, hardware requirements, configuration, scheduling and project deployment.

Our value proposition is very straight forward. We service one market with the best major brands with proven expertise and, we offer the complete solution from pre-deployment to deployment to post deployment. We truly are experts on Emergency Vehicle Equipment as it relates to all fields including Technologies. Project Management is a key component in our offering and is done at the corporate level with in field implementation. This value prop differentiates us from our competition and usually makes us vendor of choice

We are a California Business and are committed to this industry. Lehr Auto Electric will provide the necessary assets to maintain a strong and dominant company who operates to very high standards with respect to our employees, our products, and the communities in which we reside.

For more information, please visit our web site at www.lehrauto.com



Lehr Auto Electric is a privately held Corporation (Stommel, Inc. DBA Lehr Auto Electric) own solely by Jim and Lin Stommel. Jim Stommel is the President, Secretary and Treasurer while Lin Stommel is the Vice President. Lehr Auto was established in 1945 by the Lehr family and was family owned until purchased it in 2006 from Ken Lehr. While it had opened as an auto electric and carburetor repair facility they ventured into the emergency vehicle equipment in the early 1990's. Since acquiring the business in 2006 we have grown from 16 employee's to our current count of over 60 employees and have moved to a much larger facility twice the size with space to cater to much more customers. Stommel, Inc. dba Lehr Auto acquired Pursuit North in Martinez Sept 2010 adding a bay area presence to our installation geography. We rarely use sub contractors. Our own staff will be solely responsible for this rfp with recommendations from our Vigilant Solutions area sales manager. We have never had any negative judgments or loss of contracts. We are Vigilant Solutions Premier partner and serve as their distribution partner for all of Northern CA and NV. As of recent we completed a 23 department wide deployment in Orange County CA for all Law Enforcement agencies located and operating within the County of Orange CA. From Start to the completion of the installation project we installed 50 systems across 23 departments in under 30 days. Aside from the 280 plus Vigilant Solutions systems purchased by CHP, Orange County is the second largest single LPR deployment in the state of CA.

Experience: While Lehr Auto has been in the emergency vehicle equipment business for 20+ years we became a partner of Vigilant Solutions ALPR in 2010. Lehr is the sole source provider for Vigilant Solutions for Manteca Police Department.

Lehr has not been terminated from a contract.

Proposed Hardware: See attached quote which includes Project Pricing.

Sincerely,

Jim Stommel – President
Lehr Auto Electric
4707 Northgate Blvd
Sacramento CA 95834
916-646-6626



C. TECHNICAL CONTENT

b. Lehr is financially stable corporation. Financial references are available upon request. Lehr is in good standings with all vendors and customers. This project will not create any financial burdens or worries for Lehr.

c. Lehr has implemented numerous Fixed and Mobile ALPR projects. Steve Adair and Mike McGee are current project managers for the ALPR projects. Both are certified by Vigilant Solutions for Sales and integration. Both project managers work with County and City agencies as well as sub-contractors for the installation of hardware (C-10 Certified) electrical connections. All scheduling for this project will be conducted by Steve Adair with backup services by Mike McGee. Our team will work with the assigned project manager for the City to make sure all timelines and needs are met.

Once purchase order has been received:

1. Equipment supplied within 30 working days
2. Schedule with assigned project manager will be established
3. Lehr and BEAR electric will schedule hardware installation – see scope of work
4. Software and training scheduled for department
5. All connections verified and startup and commissioning of the system conducted.
6. Final inspection by city official conducted
7. System goes live

d. Lehr and BEAR Electric

Steve Adair – 17 years experience in law enforcement sales and support. Vigilant certified integrator since 2010. Installed over 100+ Vigilant ALPR cameras. Customer references will speak to the level of service that is provided from the LEHR team.

Ritch Shefke – Regional project manager for BEAR electric. Certified C-10 Contractor. Manages contract cities for street and lighting. Lehr and Bear have installed all of the Citrus Heights Police Departments cameras.

Bear provides the electrical (AC voltage) expertise on this project as well as labor to hang the hardware.



References:

Sacramento Police Department

Marnie Stigerts, Sergeant
Sacramento Police Department
Real Time Crime Center, Auto Theft Unit, POD/LPR Coordinator
300 Richards Blvd., 2nd Floor
Sacramento, CA 95814
mstigerts@pd.cityofsacramento.org
Cell 916-804-7061 | Desk 916-808-0329 | RTCC 916-808-3548

Over 50 ALPR Fixed cameras Deployed – Installation and integration services provided

Sacramento County Sheriff's Department

Sergeant Michelle Kacalek #1
Technical Operations
711 G Street | Sacramento, CA 95814
916.874.1542 <tel:916.874.1542>
mkacalek@sacsheriff.com

Over 25 ALPR cameras Deployed – Installation and integration services provided

Merced Police Department

Lieutenant Joseph Weiss
611 W. 22nd Street
Merced CA 95340
Office 209-385-4754
Cell 209-564-0578
weissj@cityofmerced.org

Citrus Heights Police Department

Kris M. Frey
Lieutenant - Patrol Services
Citrus Heights Police Department
(916) 727-5571
www.citrusheights.net <<http://www.citrusheights.net>

Over 15 ALPR cameras Deployed – Installation and integration services provided

Sample list of Agencies currently using Lehr and Vigilant Solutions:

Manteca Police Dept, San Joaquin Sheriff, Stockton Police Dept, Ripon Police Dept, Elk Grove Police Dept, Red Bluff PD, Madera PD, Madera Sheriff, West Sacramento Police Department, Yolo Sheriff, Woodland Police Department, Folsom Police Department, Citrus Heights PD and many more.

Additional references available upon request:



Sample Scope of Work: Manteca PD

Site preparation Walk through with Manteca PD and needed parties.

Site visit of each proposed sites to determine power and camera angles.

All software installed as per quote

- Remote / onsite support provided for install
- Learn Account established for Fixed Cameras

Vigilant's Law Enforcement Archival Reporting Network (LEARN) Server Hosted

- Includes Vigilant's suite of LPR data analytics
- Automated Car Detector software update management
- Central repository for all LPR data acquired by each Car Detector system
- Complete search, mapping, query and data mining utilities w/ administrative security
- No additional software required

Installation of ALPR on Light Poles

- Purchase order Received and ESA signed by department
- Review and fill out the site preparation sheet. (if site location is changed)
- Manteca to Provide modem SIM Card (MINI) IMEI will be provided
- Delivery of Hardware 30 days after award and PO issued.
- Schedule installation with departments project manager
- All cameras, Cabling and Hardware will be inspected and tested prior to install.
- Installation of hardware onsite date to be determined
 1. Install Two to Three fixed cameras sites per day
 2. Bear Electric Contractor to hang equipment and supply 120v AC power from existing power in traffic / light poles
 3. Install Fixed camera ALPR systems
 4. Route all appropriate cables and wires
 5. Quality Control inspection conducted
 6. Startup and Commissioning conducted By Steve Adair – Certified Vigilant integrator

- Startup and Commissioning of Car Detector Fixed:
 1. Software Install of CDMS on Reaper Camera
 2. Set Static IP address 192.168.13.100 (TBD)
 3. Create "INI" file for department for each Camera
 4. Create one User Name and Password
 5. Verify System check of CDMS: ALL GREEN
 6. Connection to the LEARN Server Verified
 7. Aim cameras & verify correct distance and detection
- **Training**
 1. User training date to be determined (3-4-hour session)
 - a. Car detector front end software training Mini Control Center (1 hours)
 - b. Learn Back end training. (2 hours)
 2. Administrator Training date to be determined (4-5 hours)
 - a. Configuration of Frontend and backend software
 - b. Learn Admin training.
 3. Provide all documentation for implemented systems:
 - a. All Serial numbers of fixed cameras
 - b. Cradlepoint NetCloud overview for remote access
 - c. Mini Control Center software
 - d. Firmware updates and GPS tools

All questions and changes are to be directed to Steve Adair. Cell 916-267-5547 Email

Steve@leharuto.com



Support and Warranty

Upon System Acceptance all support is included in the purchase price of the system.

A. Software Support:

Software Warranty - Includes unlimited technical support, software maintenance, bug fixes, patches, minor software upgrades, major software upgrades and all utilities released within the product evolution.

Software Warranty Plus package - All benefits of the software warranty plus full rights to all major version software updates, including all future additional/enhanced feature sets.

Technical Support - In the event of a software failure, the project coordinator and/or system operator should contact the appointed Vigilant Solutions technical support client manager. The requesting operator (and/or coordinator) should look forward to resolving the issues verbally via phone. If a verbal walk-through proves to be insufficient, the next best method is for the technical support agent to set up a remote web-based connection to the vehicle (via MDC wireless transmission). This will afford the tech support agent the ability to troubleshoot any issues and determine root cause. If a software fix is necessary, the Vigilant Solutions tech support agent will communicate such fix to the development team and a fix will be generated and then administered to the appointed Agency LEARN manager for automated software distribution through the ALPR network to the in vehicle CDMS client application.

B. Hardware Support:

Hardware Warranty Support – The process of hardware warranty is simple. If a specific hardware component is found to be defective, and covered under warranty, the Agency appointed project coordinator (or other designated individual) can easily claim the component under warranty via Vigilant Solutions' Return Material Authorization web page. A Vigilant Solutions' parts and components replacement specialist will immediately contact the warranty part requestor and make arrangements for expedient replacement. It is then responsibility of the end user to deliver the failed component to Vigilant Solutions. Vigilant Solutions assumes responsibility to ship the replacement component to the client using standard carrier services. Vigilant Solutions currently stocks all major components of all our CDMS CDFS systems at the HQ site in Livermore California - next day delivery is standard for California based shipments All hardware components of the CDMS / CDFS system have been designed to be hot swappable, therefore limiting time and required expertise for hardware change outs should failure occur.

C. Support Via remote Access

In the event of a software failure, the project coordinator and/or system operator should contact the appointed Vigilant Solutions technical support client manager. The requesting operator (and/or coordinator) should look forward to resolving the issues verbally via phone. If a verbal walk-through proves to be insufficient, the next best method is for the technical support agent to

set up a remote web-based connection to the vehicle (via MDC wireless transmission). This will afford the tech support agent the ability to troubleshoot any issues and determine root cause. If a software fix is necessary, the Vigilant Solutions tech support agent will communicate such fix to the development team and a fix will be generated and then administered to the appointed Agency LEARN manager for automated software distribution through the ALPR network to the in vehicle CDMS client application.

D. Software Updates:

- Unlimited Technical Support
- Complete software maintenance
- All software upgrades, Minor and Major
- Unlimited LEARN User accounts
- No Cost LPR data managed/hosted accounts
- Unlimited Mobile Companion Use
- Unlimited use of TAS alerting software
- Access to all Vigilant Video software

E. Annual Maintenance:

The following describes Vigilant Video's win-win managed/hosted LPR server proposition:

- a. **No Additional Cost** – For ALPR data hosting and national LPR data sharing is provided to all LEA customers
- b. **No Need to install and integrate another server with DIT:** The hosted/managed LEARN server is safe, secure and resides in an FBI audited data center alongside other LEA servers managed by qualified ORIs
- c. **No Need to manage and maintain another piece of hardware:** Centralized data hosting will greatly reduce required upfront costs of server hardware integral to generally accepted LPR technology practices
- d. **Requires no maintenance or upkeep fees:** Future LPR technology costs are significantly reduced by utilizing the centralized hosted/managed national LEARN server including:
 - i. Elimination of ongoing costs associated with server maintenance
 - ii. Reduction of IT support requirements
 - iii. Decreased Infrastructure costs regarding bandwidth requirements and network capabilities
- e. **Interoperability made simple:** all data acquired by the ALPR systems may be shared with other US based LEAs via NVLS national LPR data sharing program
 - i. Provides LPR data access to LEAs nationwide to Federal, State & Local law enforcement agencies.
- f. Included as an integral part of the Vigilant's Site License Program
- g. Required for direct compatibility of LPR Smartphone application
- h. Required for Mobile Hit Hunter extended Private data Access
- i. **See attached LEARN Licensing Agreement and a Server Security document can be provided upon request.**



LEARN®

DATA TRANSFORMED

LEARN transforms massive amounts of data into actionable intelligence. LEARN makes complex investigative analytics extremely quick and easy, providing new leads, saving time and allowing more cases to be closed. When enabled with LPR data shared from other agencies and Vigilant's network of LPR data, LEARN provides previously unimaginable insights...and results.

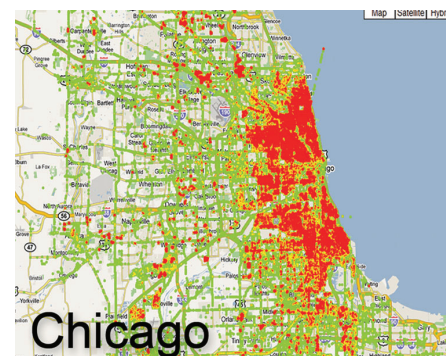
KEY FEATURES

- Web-based for easy access from any browser on any device
- Hosted & secure solution to eliminate server hardware and IT demands
- Full, partial plate & geo-zone queries
- Common Plate, Associate and Locate Analysis tools
- Easy access to shared LE data and optional commercial data from NVLS national data sharing initiative
- Search by Year, Make or Model





Data is central to LEARN; more data enables more leads. Start with your own agency data, and share data freely with other agencies for additional insights. **For maximum benefit**, subscribe to Vigilant's massive network of commercially harvested LPR data. Growing at over 120 million records monthly across all major metro areas of the country, Vigilant's commercial data supercharges investigations and greatly increases the benefits of an agency's LPR investment.



Analytics are made easy in LEARN.

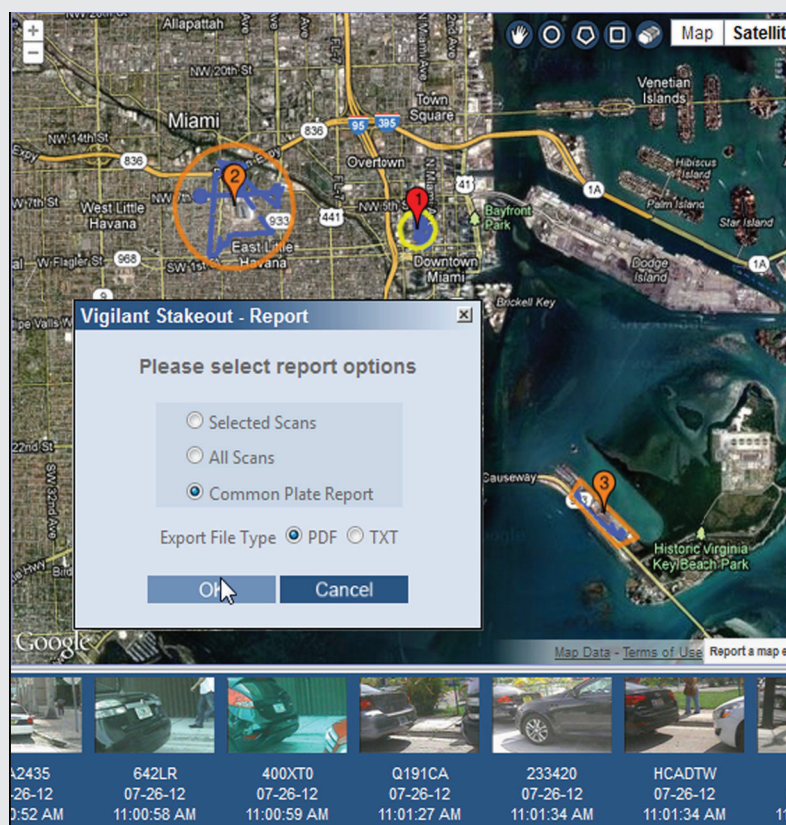
Use the Stakeout feature to identify potential suspects and witnesses in pattern crimes and large criminal organizations based on **common license plates** across multiple locations.

Filter your search by **year, make and/or model** to quickly find your vehicles of interest.

Query for **possible associates** of known criminals with just a few clicks of the mouse based on license plates frequently seen in close proximity to the suspect.

Use Locate Analysis to get a probabilistic report of when and where to look for a vehicle of interest.

Vigilant gives you the tools you need - simplified.



Secure and in the cloud. Eliminating the need to invest and maintain server hardware, and not requiring resources from IT staff to maintain and optimize a database, LEARN removes many of the frustrations seen in large enterprise LPR systems. **Your data belongs to you**, you choose if you want to share with other agencies, and you can always access it. Want to host your own regional LPR network? - No problem, we can do that too.



Mobile Companion™

Truly Mobile LPR

The Mobile Companion is truly the most portable license plate recognition (LPR) solution available today. Available for both Android and iOS (Apple) devices, the Mobile Companion allows everyone to be a part of your LPR initiative. Using the camera on your mobile device, scan plates, match against hotlists, query prior scans, and receive alerts from LEARN® - from the palm of your hand.

Key Features

- ✓ Android and iPhone compatible
- ✓ Simple interface
- ✓ Synchronizes with your LEARN account
- ✓ Scan license plates, conduct queries, and receive alerts on your mobile device
- ✓ Complete audit trail of all scans and queries within LEARN
- ✓ Ideal for foot patrol, motorcycle rallies, and special events



Protecting Officers,
Families and Communities



Mobile Companion's interface makes LPR incredibly simple for officers. Three simple options.

- ✓ Lookups: Query LEARN for prior vehicle sightings / locations
- ✓ LPR Scanner: Using your mobile device's camera, scan license plates into your LEARN account and receive immediate hit notifications against your hotlists
- ✓ Saved Records: Review scans saved to your mobile device

All data is seamlessly tied to your LEARN account to allow for the data to be searchable, shared with other law enforcement agencies, and used by LEARN analytic tools.

Plate capture is incredibly simple. Position the license plate inside the green box and hit capture. This app is perfect for special events such as motorcycle rallies and other environments where traditional LPR is not an option. The app provides access to your camera's flash controls and the device's flashlight application for dark environments.



System Components

Mobile Device



- Android or iPhone
- Functional Camera

LEARN / NVLS Account



- Mobile Companion user configuration enabled



Mobile Companion Application

Apple App Store: <http://itunes.apple.com/us/app/nvls-mobile-companion/id498651435?mt=8&ls=1>

Google Play Android Market: <https://play.google.com/store/apps/details?id=nvlsmcclient.apis>

Reaper ANPR / LPR Camera

Key Features

- Single cable Power-over-Ethernet installation
- Low-profile, Compact, Dual-lens (infrared and color) ANPR / ALPR Camera with integral processor
- Low power consumption at <8W average
- Automated speed calculation
- Outdoor rated, IP67, NEMA4
- Full-featured and well documented API
- Dynamic LPR camera control via Ethernet
- Point Control (aim precision)

Product Description

Vigilant Solutions' Reaper Series camera is a low-profile, compact, ANPR / LPR camera and integrated processing unit for use in both mobile and fixed LPR applications. The Reaper is environmentally sound (IP67) and friendly (<8W average power), easy to install and deploy (single PoE cable), and feature rich (direct connection to LEARN, on board buffering of data, speed calculation, ONVIF compliant video stream).

Specifications

Camera Performance			
Lens	Part#	Nominal Focal Length	Capture Range
50mm	VSR2-01-975	65 ft / 19.8 m	54-65 ft / 16.5-19.8 m
35mm	VSR2-01-950	43 ft / 13.1 m	27-43 ft / 8.2-13.1 m
25mm	VSR2-01-935	31 ft / 9.4 m	19-31 ft / 5.8-9.4 m
16mm	VSR2-01-925	20 ft / 6.1 m	13-20 ft / 4.0-6.1 m
12mm	VSR2-01-916	14 ft / 4.3 m	10-14 ft / 3.0-4.3 m
Above distances may vary depending on plate mounting, and also for horizontal/vertical angles > 00			
Capture speed maximum		120mph (190kph)	
Optics			
Window		Shatterproof window	
Sensor		1/3" CMOS	
Housing			
Size (WxLxH)		6.9 x 6.5 x 2 in / 175 x 165 x 51 mm	
Mounting – Mobile/Fixed		3-axis (Aim Precision) / Lock in place Low profile / Solid mount	
Color		Matte Black	
Weight		3.5 lbs / 1.6 kg	
Environmental			
Environmental Protection		IP67 / NEMA4 compliant	
Operational temperature		-40°C to 60°C -40°F to 140°F	
Connector		M12 8 pin X-coded female circular connector	
Electrical			
Power consumption		Less than 8 W nominal; 12 W MAX	
Input voltage		POE+ (IEEE802.3at PD)	
Engine crank		Operational during vehicle start-up at 6V (100 ms) voltage dip, 10V (2 sec)	
Cable Management			
Cable length		9.8 ft (3 m)	
Type		Cat5e or Cat6	
Connector		M12 8 pin X-coded male connector (camera end) RJ45 (injector end)	

Product Images



Applications

- Law enforcement
- Parking & Access Control
- Airport security
- Traffic monitoring / data collection
- Border security
- Vehicle surveillance
- Retail security / intelligence
- Toll violation enforcement
- Journey time measurement
- Intelligent Transportation (ITS)



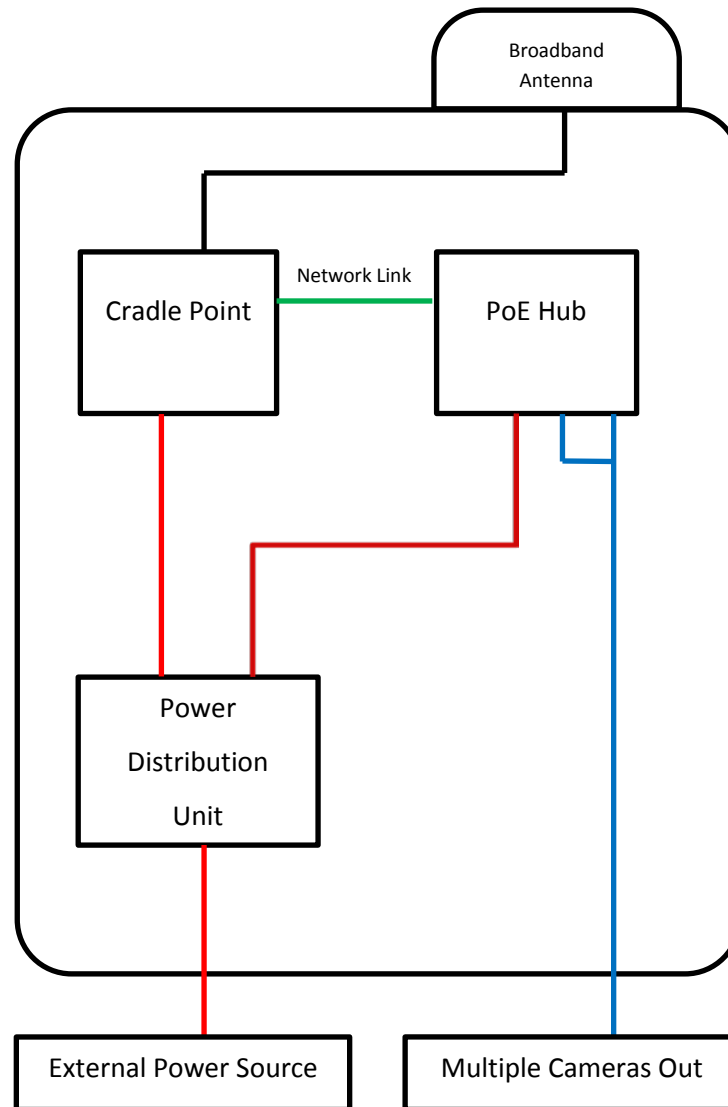
Reaper

Car Detector Fixed System

Bill of Materials

CarDetector Fixed – Reaper

Architecture





BOM List

1. **Broadband Antenna** – hardware piece used to maximize broadband signal strength. Usually provided with cradle point.
2. **4G Modem Rugged** – Next generation router with the impressive feature of being able to use 3g/4g USB modems to create instant networks anywhere there is a mobile broadband data signal. Cradlepoint IBR600 with 5 year netcloud
3. **PoE+ Injector Hub** – Toughswitch managed - hardware used to create a LAN network with PoE devices. Must follow PoE + standards.
4. **Power Distribution Unit** – 120 /12v Volt Power Supply used to provide power to all devices enclosed within the NEMA enclosure.
5. **NEMA Enclosure** – Electrical Enclosure typically used for industrial applications. As the name suggested, the enclosure follows NEMA standards.
6. **Ethernet Cables** – Generic CAT 6 compliant Ethernet cables.
7. **Reaper Camera** – DSP + Camera sensor combination LPR system. Model types and focal distances vary.
8. Expandable to accept additional cameras

For more information, please contact the Vigilant Solutions Support

Team: Steve@lehrauto.com

916-267-5547

Definitions-

Mobile Hit Hunter - Extended Private data access via Vigilant's mobile LPR software application (CarDetector) that localized Agency loaded 'Hot-List' record matches against NVLS vehicle locations to be 'pipelined to an LEA patrol vehicle based on the vehicle's proximity. The service provides field criminal location leads within a three (3) mile area of the officer location.

Mapping Alert Service -Vigilant Solutions' LEARN server provides several mapping interfaces, such as the Mapping Alert Service (MAS), which allow the User an extended Bird's eye view of geographical analysis as it pertains to criminal intelligence. This includes multiple record Hit maps with User selected icons (representative of Alert Types), Customized Geo-Fence analysis, map zoom based data queries with on-demand reporting tools.

Mobile Companion - An LPR application for the Android and iPhone smartphones that allows LEOs to query LPR records, scan license plates, save location data local to the smartphone, and receive real time hit notifications from LEARN.

Target Alert Services – Is client software that provides agencies with versatile Hit notification and alerts. The real time alerting client software package receives LEARN broadcast alerts to in network PCs resulting in fast movement of critical data.

NVLS Tier II Data Subscription – Is additional Private LPR Data access via Vigilant's National Vehicle Location Service (NVLS) granted on a per user basis annually. Above several benefits, the NVLS data subscription service allows LEA officers, investigators, and analysts query known vehicle locations from the 8.2 Billion record NVLS data pool.

Product Description-

LEARN

LEARN™ is Vigilant Solutions' intelligence platform. A hosted solution for law enforcement, the LEARN solution eliminates specific IT requirements within the agency and provides almost infinite scalability and data security.

LEARN transforms disparate sets of data into actionable intelligence. Data such as [Fixed LPR](#), [Mobile LPR](#), vehicle registration expiration data, property records, criminal history and jail booking information, and more is easily condensed into meaningful and visual intelligence – intelligence that will protect officers, families, and communities, and ultimately save lives.

Vigilant Overview: Vigilant is about protecting officers, families and communities – this is accomplished by creating innovative and essential intelligence solutions; intelligence that solves cases, deters crime, and improves safety for officers and the public that they serve. Vigilant’s solutions are designed to collect, organize and share data to credentialed law enforcement personnel, making intelligence readily accessible and easy to use.

Vigilant Company Profile:

Headquarters:	Livermore, California USA	Agency Users:	> 30,000
Founded:	2005	R & D Staff:	> 60 full time
Agency Accounts:	> 3000	Managed LPR Records:	>8.2 Billion

Vigilant Origin: Vigilant Solutions originated from the race in the 1990’s to produce advanced imaging systems to support the microchip industry. Founder Shawn Smith recognized an opportunity to re-purpose this technological expertise in efforts to enhance officer and community safety while providing needed law enforcement intelligence to combat broader issues such as narcotics trafficking and terrorism.

Technologies & Core Competencies:

- ✓ License / Number Plate Recognition
- ✓ Law Enforcement Data Hosting
- ✓ Public Records Data Fusion
- ✓ Solutions Analytics & Surveillance
- ✓ Facial Cataloguing
- ✓ Facial Recognition
- ✓ Crime Analytic & Intelligence Applications
- ✓ Database Management and Scalability

Innovations and Accomplishments:

- ✓ Largest LPR / ANPR data-sharing initiative in North America – over 8.2 Billion records
- ✓ First to offer hosted LPR / ANPR solution for law enforcement
- ✓ Public records integrations in over 20 U.S. States
- ✓ First to offer LPR / ANPR on a smart phone – Android and iPhone
- ✓ First to offer facial recognition on a smart phone
- ✓ First to offer LPR / ANPR data from commercial sources for law enforcement intelligence and analytic purposes
- ✓ First to offer hosted facial recognition solution complete with jail booking photos
- ✓ Integrated interoperability via LPRD / NEIM protocol
- ✓ Proven success integrating with all major LPR / ANPR competitive systems
- ✓ Only LPR Vendor certified as Title 13 compliant in the state of California – (Certification California Highway Patrol)
- ✓ Current provider of LPR Private Detection records to N.L.E.T.S.

Relevant Experience



Quote For:

**Manteca Police Department
Fixed Camera Project**

Quoted By:



**Lehr
Steve Adair**

Date: 2-26-19



Be Smart. Be Safe. Be Vigilant.

ATTACHMENT 3

		Lehr 4707 Northgate Blvd. Sacramento, California 95834 (P) 916-267-5547			
Attention:	Charlie Goeken	Date	02-26-19		
Project Name:	Fixed Camera Project	Quote Number:	STA-0732-03		

Qty	Item #	Description
(1)	Fixed Camera LPR SYS-1 (32)VSF-XXX-H-RE	Vigilant Fixed LPR Camera with Integrated Smart Processor <ul style="list-style-type: none"> Integrated (Internal) solid state DSP Smart processor units - No moving parts <ul style="list-style-type: none"> Plug-N-Play IP based camera with Power Over Ethernet (POE) Includes field installed J-Box Combination IR and Color lens config to be selected at time of order <ul style="list-style-type: none"> Includes RAM mounting bracket Direct connect to Vigilant's nationally hosted LEARN LPR data server <ul style="list-style-type: none"> Includes CarDetector LPR software for local server hosting LPR vehicle license plate scanning / real time alerting <ul style="list-style-type: none"> Full suite of LPR tools including data analytics
Subtotal Price (Excluding sales tax)		\$264,800.00

Qty	Item #	Description
(2)	VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments <ul style="list-style-type: none"> Managed/hosted server account services by Vigilant <ul style="list-style-type: none"> Includes access to all LEARN or Client Portal and CarDetector software updates Priced per camera per year for up to 14 total camera units registered Requires new/existing Enterprise Service Agreement (ESA)
Subtotal Price (Excluding sales tax)		\$33,600.00

Qty	Item #	Description
(1)	TAS-UL	Target Alert Service - LPR Alert Delivery Software - Unlimited User <ul style="list-style-type: none"> Real Time LPR notification and mapping software sends LPR alerts to any in-network PC Send Alerts over any communication protocol including LAN, WAN, internet wireless, etc. Server Client software compatible with all Vigilant CDFS applications
Subtotal Price (Excluding sales tax)		\$0.00

ATTACHMENT 3

Qty	Item #	Description
(32)	SSUPSYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> Vigilant technician to visit customer site Includes system start up, configuration and commissioning of LPR system Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$28,000.00

Qty	Item #	Description
(1)	VSPTRNG	Vigilant End User Training for LPR Systems <ul style="list-style-type: none"> End user training for Vigilant products <ul style="list-style-type: none"> Covers all client purchased applications Includes classroom and field operation training Vigilant certified technician to visit site and perform one training class
Subtotal Price (Excluding sales tax)		\$1,250.00

Qty	Item #	Description
(1)	VSPTRVL-01	Vigilant Certified Partner Travel via Client Site Visit <ul style="list-style-type: none"> Vigilant certified technician to visit client site Includes all travel costs for onsite support services
Subtotal Price (Excluding sales tax)		\$5,200.00

Qty	Item #	Description
(32)	VS-FX-UNI-POLE-WALL-BRKT_REV_B	Fixed LPR Camera Bracket <ul style="list-style-type: none"> Pole or Wall Mount - UPR ARM ASSY POLE & WALL MOUNT BLK REV B UPR ARM ASSY POLE & WALL MOUNT BLK
Subtotal Price (Excluding sales tax)		\$11,200.00

Qty	Item #	Description
(16)	Fixed POD	Fixed Communication box <ul style="list-style-type: none"> 4G modem - Direct connect to Reaper Camera all configuration 5 year service Nema Enclosure Mounting hardware Power supply POE Injector switch -Toughswitch
Subtotal Price (Excluding sales tax)		\$46,400.00

ATTACHMENT 3

Qty	Item #	Description
(16)	REAPER-CAM-CBL-REVB-30FT	Reaper SD Camera Cable <ul style="list-style-type: none"> 30FT cable for Reaper SD cameras REAPER SD CAMERA CBL 30FT REVB
Subtotal Price (Excluding sales tax)		\$3,360.00

Qty	Item #	Description
(16)	Installation	Installation of Fixed ALPR <ul style="list-style-type: none"> Bear Electric C-10 Contractor Install Nema enclosure 110v Connection Camera installation
Subtotal Price (Excluding sales tax)		\$58,400.00

Qty	Item #	Description
(32)	VS-SHP-02	Vigilant Shipping & Handling Charges <ul style="list-style-type: none"> Applies to each fixed camera LPR System Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$1,760.00

Consider the "add" price for the following items:

Qty	Item #	Description
(32)	CDFS-2HWW	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 & 3 <ul style="list-style-type: none"> Fixed LPR System LPR hardware component replacement warranty Applies to 1-Channel hardware system kit Valid for 2 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$33,600.00

Qty	Item #	Description
(32)	CDFS-3HWW	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 4 <ul style="list-style-type: none"> Fixed LPR System LPR hardware component replacement warranty Applies to 1-Channel hardware system kit Valid for 3 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$50,400.00

ATTACHMENT 3

Qty	Item #	Description
(32)	CDFS-4HWW	Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5 <ul style="list-style-type: none">Fixed LPR System LPR hardware component replacement warrantyApplies to 1-Channel hardware system kitValid for 4 years from standard warranty expiration
Subtotal Price (Excluding sales tax)		\$67,200.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
3. Start Up and Training services are exclusive of travel costs - Cost to be borne BY OTHERS.
4. Central compute resource hardware sold separately unless explicitly stated above.
5. All hardware components to have standard One (1) year hardware warranty.
6. All software to have standard one (1) year warranty for manufacturer defects.
7. Compatibility with Vigilant Solutions hardware/software to be confirmed prior to sale.
8. Software is manufactured under strict Vigilant Solutions standard.
9. This Quote does not include anything outside the above stated bill of materials.
10. Lehr is a Sole Source provider for Manteca Police Department

Quoted by: Steve Adair - 916-267-5547 - steve@lehrauto.com

Total Price (Excluding sales tax)	\$605,170.00	(Including All Adds)
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Systems are field upgradable to 4 cameras per communication box
256 encryption to the LEARN Hosted server
Nema Enclosure 4x rated - and camera waterproof
Vigilant Hosted allows sharing of data between departments
Manteca Police Department is a current Vigilant solutions
customer.

Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the “Agreement”) is made and entered into as of this _____ Day of _____, 201____ by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) and _____, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at _____ (“Affiliate”).

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

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

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

I. Definitions:

“Booking Images” refers to both LEA Booking Images and Commercial Booking Images.

“CJIS Security Policy” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

“CLK” or “Camera License Key” means an electronic key that will permit each license of Vigilant’s CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

“Commercial Booking Images” refers to images collected by commercial sources and available on LEARN with a paid subscription.

“Commercial LPR Data” refers to LPR data collected by private sources and available on LEARN with a paid subscription.

“Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice,



Vigilant Solutions - Extended Hardware Warranty Policy

Vigilant Solutions, LLC ("Vigilant") values your business and always attempts to provide you the very best of service. Below is Vigilant's extended Hardware warranty policy that describes the terms and conditions of Hardware replacement and repair.

Warranty Policy

This policy warrants Hardware distributed by Vigilant to authorized Vigilant dealer and/or distributors, or sold directly by Vigilant. This warranty extends to the original retail purchaser only and commences on the date of original retail purchase. This policy warrants that all materials be free of material defect for a period extended beyond the standard warranty period as entitled by the purchasing documents.

Vigilant will either replace or repair any Hardware, or component thereof, that has been determined by Vigilant to be defective throughout the extended warranty period. Vigilant reserves the right to replace any Hardware found to be defective with re-certified Vigilant Hardware in accordance to the terms and conditions of this policy.

Only qualifying items returned to an authorized Vigilant return center will be warranted under this limited policy. If your Hardware was purchased as a component integrated within a system by a system manufacturer, the limited warranty provided by Vigilant is limited to only Hardware provided by Vigilant. Please contact the place of purchase or the system manufacturer directly for warranty service.

There are no warranties which extend beyond the face of the limited warranty. Vigilant disclaims all other warranties, express or implied, regarding the Hardware, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement. In the United States, some states do not allow the exclusion of implied warranties, so the above exclusion may not apply.

Limitation of Warranty

Your exclusive remedy for any defective Hardware is limited to the repair or replacement of the defective unit. Vigilant may elect which remedy or combination of remedies to provide in its sole discretion.

Vigilant shall have a reasonable time after determining that defective Hardware exists to repair or replace such defective Hardware. Vigilant's replacement Hardware under its limited warranty will be manufactured from new and/or serviceable used or re-certified parts.

Vigilant's warranty applies to repaired or replaced Hardware for the balance of the applicable period of the original warranty.

Vigilant's warranty does not cover Hardware which has been received improperly packaged, altered, or physically damaged. All Hardware is subject to Vigilant inspection upon receipt.





Recertified Hardware (USA and Canada)

Vigilant recertified Hardware may consist of customer return units and may be repaired. All replacement Hardware components are tested and determined to meet Vigilant's stringent quality standards before they are sold or replaced as re-certified. Please note that some re-certified items may have marks, scratches, or other slight signs of wear.

All recertified Hardware carries a manufacturer's limited warranty throughout the extended warranty period as measured from the original date of purchase.

Return Material Authorization (RMA)

Vigilant warranty claims must be initiated on the Vigilant website for a Return Material Authorization ("RMA") number at [Vigilant RMA Request](#). If it is determined that the Hardware may be defective, an RMA number will be issued with instructions for Hardware return. Unauthorized returns will be returned to the customer at the customer's expense. Authorized returns are to be shipped prepaid and insured to the address on the RMA in an approved shipping container. To request an RMA, please contact your local authorized Vigilant dealer.

Warranty Limitations

Vigilant's limited warranty provides that, subject to the following limitations, Hardware will be free from defects in material and workmanship and will conform to Vigilant's specification(s).

Limitation of Damages

Vigilant's entire liability for any defective Hardware shall in no event exceed the purchase price for the defective Hardware. **This limitation applies even if Vigilant cannot or does not repair or replace any defective Hardware and your exclusive remedy fails of its essential purpose.**

No Consequential or Other Damages

Notwithstanding anything else in this policy or otherwise, Vigilant will not be liable with respect to the Hardware under any contract, negligence, strict liability or other legal or equitable theory (I) for any amount in excess of the purchase price for the defective Hardware or (II) for any general, consequential, punitive, incidental or special damages. These include loss of recorded data, interruption of use, the cost of recovery of lost data, lost profits and the cost of installation, or removal of any Hardware, the installation of replacement Hardware, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of Hardware arising from a defect in any Hardware. This section does not limit liability for bodily injury of a person.





In the United States, some states do not allow exclusion for limitation if incidental or consequential damages, so the limitation above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

Use of Hardware

Vigilant will find the limited extended warranty to be void under the following conditions:

- Hardware not sold by Vigilant or one of its distribution partners;
- Hardware found to be stolen from Vigilant
- Asserted defect(s) found to be not present;
- Asserted defect(s) cannot reasonably be fixed because of damage which occurred when the Hardware was in possession of someone other than Vigilant
- Asserted defect(s) are attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external covers unless authorized to do so by Vigilant or authorized Vigilant agent);
- Asserted defect(s) are the result of accident, mishandling, misuse or misapplied application use while in the possession of someone other than Vigilant
- The Hardware was not sold as new (except Hardware replaced under this warranty)

Disclaimer

EXCEPT FOR THE WARRANTY PROVIDED IN THIS VIGILANT LIMITED EXTENDED WARRANTY, THE VIGILANT HARDWARE, AND RELATED SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, VIGILANT DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS OF A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION OR QUIET ENJOYMENT OR ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VIGILANT IS NOT RESPONSIBLE FOR ANY INCOMPATIBILITY OF THE SOFTWARE WITH HARDWARE NOT PROVIDED BY VIGILANT. VIGILANT DOES NOT WARRANT THAT VIGILANT SOFTWARE SUPPLIED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. VIGILANT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE FUTURE SUCCESS OF THE VIGILANT HARDWARE OR THE VOLUME OF ANY PURCHASES THAT MAY BE MADE UNDER THIS AGREEMENT. TO THE EXTENT THAT VIGILANT MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

For questions or concerns, please contact Vigilant's support team:

sales@vigilantsolutions.com

support@vigilantsolutions.com

925-398-2079



civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant’s certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

“LEA Booking Images” refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN 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.

“Service Fee” means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

“Service Package” means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Vigilant’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

“Technical Support Agents” means Affiliate’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the

Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the “Warranty Period”). “Significant Defect” means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a

commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant 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's gross negligence or intentional misconduct. Vigilant 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 be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. 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 Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of “Users” to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate’s Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate 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). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☐ Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

☐ Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

☐ Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)

- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK’s at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK’s Issued)						
	Total # of CLK’s under this ESA	0-14 CLK’s	15-30 CLK’s	31-60 CLK’s	Over 60	
	Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
	Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
	ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Intelligence-Led Policing Service Package Annual Fee Schedule		
	Tier	ILP Annual Fee
	ILP Tier 1 (Option #2)	\$14,995.00
	ILP Tier 2 (Option #2)	\$34,495.00
	ILP Tier 3 (Option #2)	\$59,995.00
	ILP Tier 4 (Option #2)	\$89,995.00
	ILP Tier 5 (Options #2)	\$119,995.00
	ILP Tier 6 (Option #2)	\$154,995.00

Annual Service Fee Schedule for Image Enrollment (applicable to FaceSearch/LineUp)			
	5,000 Images	\$750.00	

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant’s net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is ____ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT 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 THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. 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 California without regard to its conflicts of law.

E. 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.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. 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.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and 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.

H. 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.

I. 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.

J. Federal Government. Any use, copy or disclosure of Software Products 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.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, 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.

L. Notices; Authorized Representatives; Technical Support Agents. 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 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: _____ Attn: _____ Address: _____ _____
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate's existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.



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

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Affiliate Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

**Enterprise Service Agreement****Contact Information Worksheet**

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

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

sales@vigilantsolutions.com

1-925-398-2079

Exhibit A: Option # 2 ILP Tier Package Components

Item Description

ILP Bundle for Agencies of Up to 100 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- One (1) 3-Camera Mobile LPR System
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 5,000 images

ILP Bundle for Agencies of 101 to 200 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Two (2) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 20,000 images

ILP Bundle for Agencies of 201 to 500 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Three (3) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 50,000 images

ILP Bundle for Agencies of 501 to 1,000 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Four (4) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 75,000 images

ILP Bundle for Agencies of 1,001 to 1,500 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Four (4) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 100,000 images

ILP Bundle for Agencies of 1,501 to 2,000 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Five (5) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 200,000 images

Exhibit B: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.

7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.

Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

Lathrop Road @ Airport Way North Bound 1 camera



Lathrop Road @ Airport Way South Bound 1 Camera



Lathrop Road @ Airport Way East Bound 1 Camera



Lathrop Road @ Airport Way West Bound 1 Camera



Lathrop Road @ Union Road North Bound 2 Cameras



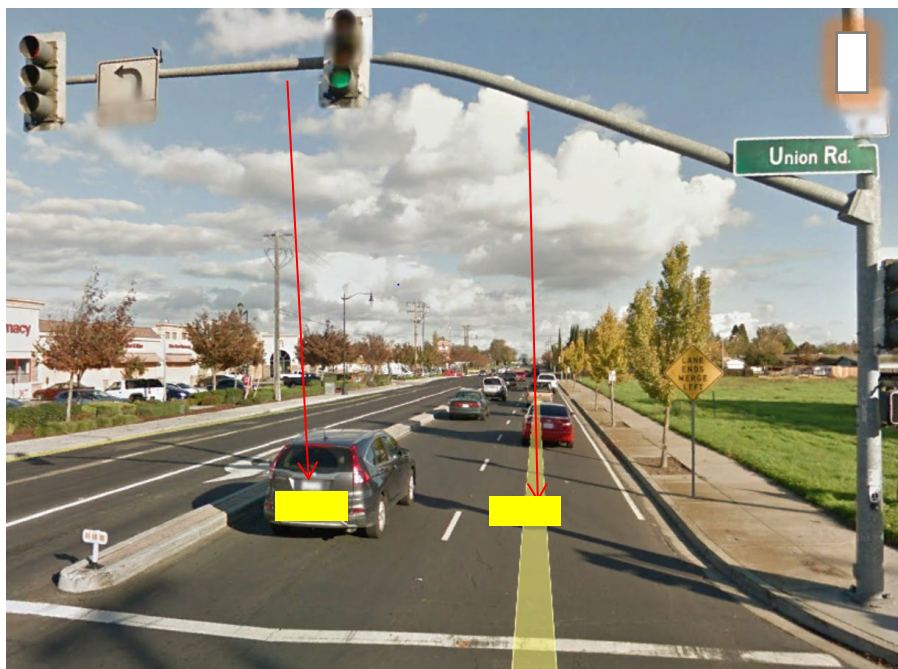
Lathrop Road @ Union Road West Bound 2 Cameras



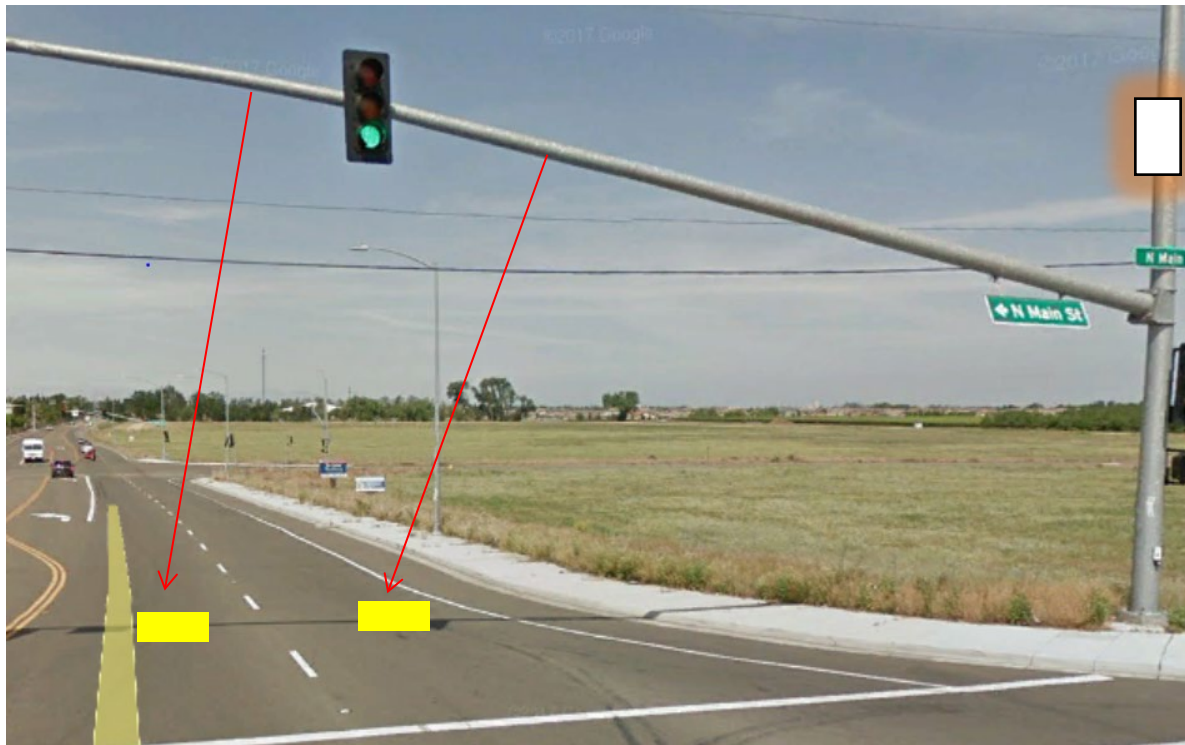
Lathrop Road @ Union Road South Bound 2 cameras



Lathrop Road @ Union Road East Bound 2 camera



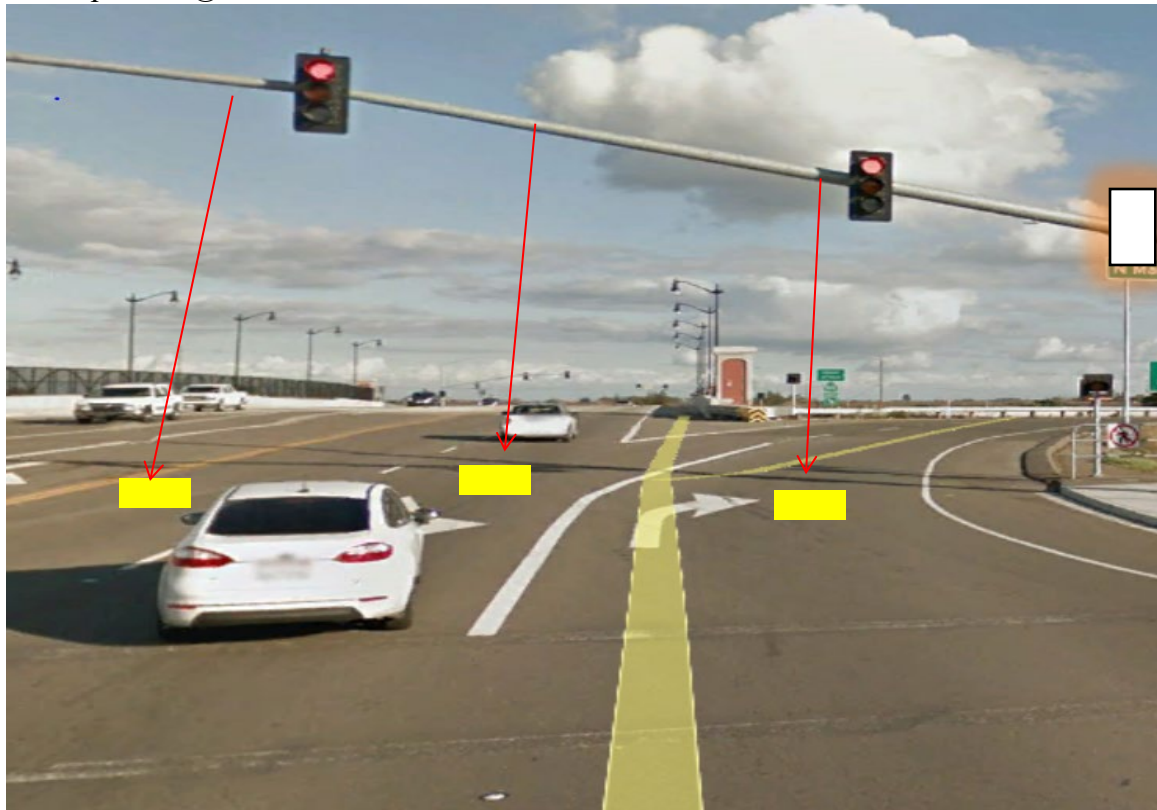
Lathrop Road @ Main St. West Bound 2 cameras



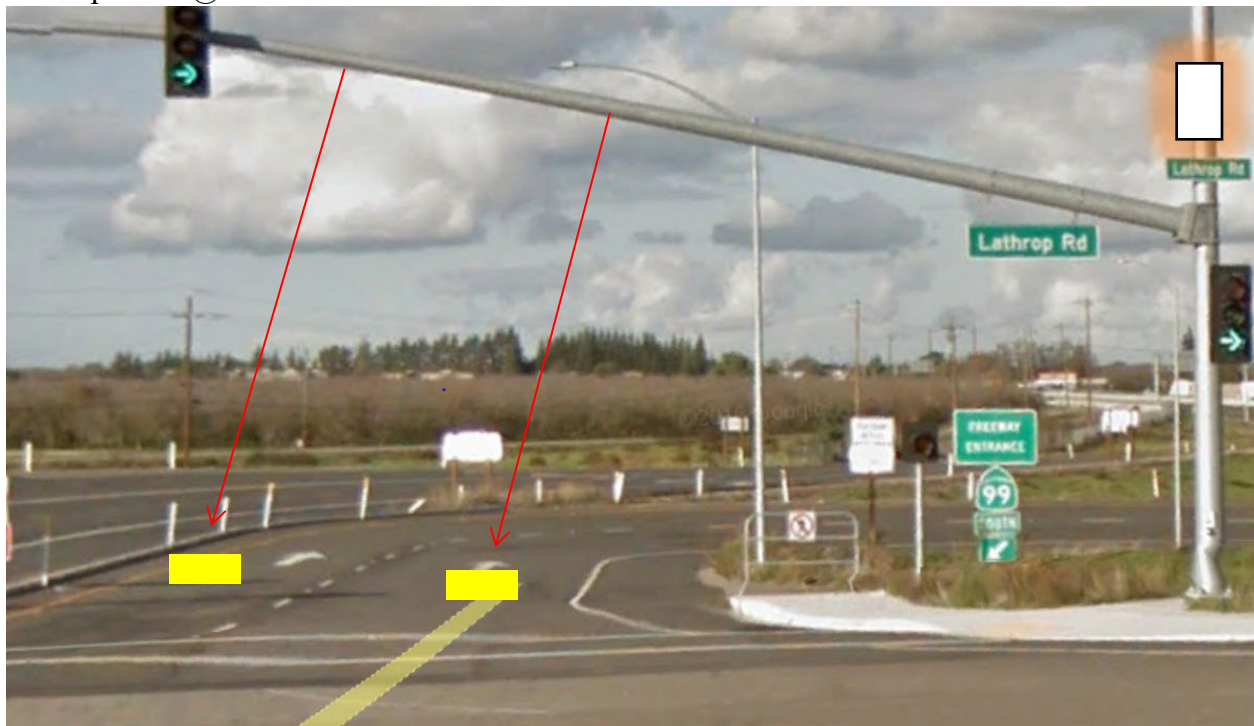
Lathrop Road @ Main St. South Bound 2 Camera



Lathrop Road @ Main St East Bound 3 cameras



Lathrop Road @ Main St North Bound 2 Cameras



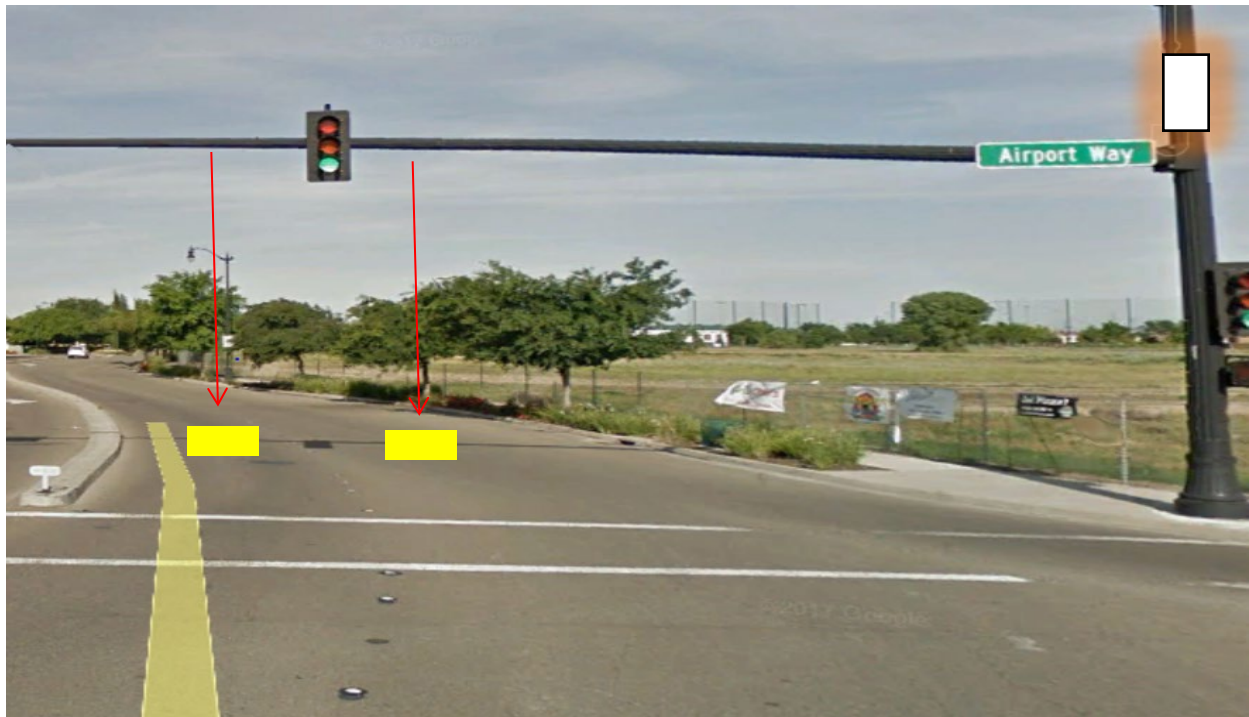
Hwy 120 @ Airport North Bound 2 Camera



Hwy 120 @ Airport East Bound 1 Camera



Hwy 120 @ Airport West Bound 2 Camera



Hwy 120 @ Airport South Bound 3 Cameras

