

From: Jill Shapiro <jshapiro@town.new-castle.ny.us>
Subject: FOIL request- Town of New Castle ALPR
Date: August 16, 2012 4:28:53 PM EDT
To: "dberger@nyclu.org" <dberger@nyclu.org>
1 Attachment, 1.8 MB

Dear Mr. Berger:

Attached please find New Castle's response to your Freedom of Information Law request. Please let me know if you need any additional information.

Sincerely, Jill Shapiro

Jill Simon Shapiro
Town Clerk/Receiver of Taxes
Town of New Castle
200 South Greeley Avenue
Chappaqua, NY 10514
(914) 238-7269



New Castle ...L.pdf (1.8 MB)



TOWN OF NEW CASTLE

200 South Greeley Avenue, Chappaqua, New York 10514 • (914) 238-4771 • Fax (914) 238-2537 • jshapiro@town.new-castle.ny.us

August 14, 2012

Receiver of Taxes/Town Clerk

Jill Simon Shapiro

Deputy Receiver of Taxes

Patricia Antonucci

(914) 238-4773

Deputy Town Clerk

Mary Deems

(914) 238-4772

Office Assistants

Veronica (Kandy) Fortier

(914) 238-7272

Enid Wolfson

(914) 238-7270

Daniel Berger, Director
New York Civil Liberties Union
Lower Hudson Valley Chapter
297 Knollwood Road, Suite 217
White Plains, NY 10607

Dear Mr. Berger:

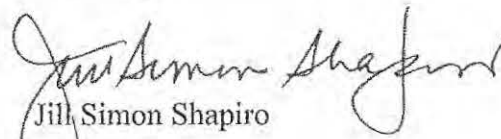
This letter is written in response to your Freedom of Information Law request dated July 30, 2012 that was received by the Town of New Castle on August 8, 2012. With respect to the records you have requested:

1. Please be advised that we have no policies, practices or procedures for procuring and using ALPR technology, and for storing, accessing and sharing data obtained through ALPR technology.
2. We have provided copies of all records regarding the procurement of the ALPR technology, including invoices, town board resolutions approving the purchase and our interactions with vendors.
3. We also do not have any records regarding the use of ALPR technology, including the types of data obtained and the number of license plates scanned and or read in a given month. The Town has two ALPR systems, one used by the police and one used by the Town Clerk for parking enforcement. We have two vehicles equipped with ALPR technology. We do have any statutory deployments. The technical capabilities are included with the purchase information.
4. The Police Department does not store data obtained using ALPR technology. The Town Clerk's office does store this information. We store the license plates scanned Monday through Friday in our commuter lot, about 1100 plates are scanned five days a week. We expect to store them for six years.
5. Regarding records access to ALPR data, please be advised that no such records exist.
6. Regarding sharing of data obtained through ALPR technology, no data sharing occurs.

August 14, 2012

7. We have no records regarding obtaining ALPR data and our agency does not access other databases.
8. The training material used to instruct both members of the police department and the parking enforcement officers was provided by the vendor during their training sessions, we do not have copies of the training materials they used during the training sessions.

Sincerely,


Jill Simon Shapiro

Enclosures



Town of New Castle Police Department

INTEROFFICE MEMORANDUM

TO: NEW CASTLE TOWN BOARD
FROM: LT. MARC SIMMONS
SUBJECT: LICENSE PLATE READER (LPR)
DATE: 1/30/2009
CC:

Honorable Town Board Members:

This brief memorandum is intended to provide a quick overview and explanation of the License Plate Reader (LPR) technology requested by the Police Department and submitted in the "Capital" budget for FY2009.

LPR is a vehicle mounted computer system consisting of two exterior cameras and software that runs on the car computers. The cameras use Optical Character Recognition (OCR) to read license plates in the vicinity of the police vehicle. These license plates are checked against a database in the computer to identify stolen vehicles, stolen license plates, suspended registrations, Terrorist Watch list suspects, wanted suspects, missing suspects, Amber Alert vehicles, and local databases. The technology provides almost instant recognition of a "hit" (plate in the database) and alerts the officer. Police action can then be taken. Whenever a plate is read, the computer records the date, time and GPS coordinates of the plate sighting.

This technology has become commonplace in many Police Departments, including those in Westchester County. LPR uses continue to expand as new databases come online. In addition, the Westchester County Intelligence Center (WCIC) has recently asked all Police Departments utilizing LPR technology to allow the collected data to be shared with WCIC. WCIC can then serve as the repository for this information and can search it to assist in criminal investigations. Several recent burglary waves provide an excellent example of how this technology can be invaluable to criminal investigations. The cars being driven by burglary suspects could be entered into the database and LPR technology would alert the officer in the event that the plate was sighted. This automatic computer action frees the officer from having to physically look for these vehicles during a shift. An LPR read of a murder suspects vehicle near the scene of a multiple homicide in Dutchess County was crucial evidence contributing to the conviction of 2 murderers earlier this year.

LPR technology can help pay for itself in parking scofflaw enforcement. I have been in contact with New Castle Court and T/A Faiella. New Castle's scofflaw database can be uploaded to the LPR system. As often as needed, the LPR equipped car can check the railroad lot for scofflaw vehicles

and quickly identify them. These vehicles can then be "booted" and the past due fines collected. Simply publicizing an aggressive LPR/Scofflaw Enforcement Program usually results in increased fine collection, as scofflaws come forward to pay to avoid having their vehicles "booted".

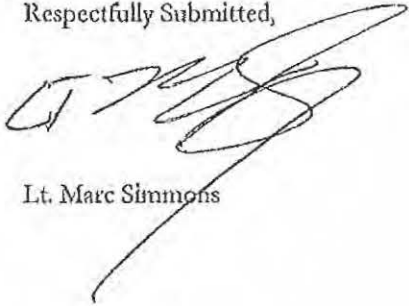
LPR technology is fast becoming essential Police equipment. I sincerely hope that the Town Board will recognize the need and the benefits of this technology. LPR enhances public safety, traffic enforcement, school security and can help pay for itself.

Total cost: \$18,680.00.

Budget line:

 Capital Line *OK*

Respectfully Submitted,



Lt. Marc Simmons



Town of
New Castle Police Department

INTEROFFICE MEMORANDUM

TO: CHIEF JAMES BAYNES
FROM: LT. MARC SIMMONS
SUBJECT: BUDGET MEMO / LPR SYSTEM
DATE: 2/25/2009
CC:

Chief:

Attached are three quotes for ALPR systems as required for the purchase of an item not on state bid. The [REDACTED] system is slightly more expensive than the [REDACTED] system but less than the three camera PIPS system. Sgt Dworkin and myself feel that the [REDACTED] system does certain things easier than the [REDACTED] system. In addition, we previously purchased "Plate Manager" voice recognition systems from [REDACTED], that never functioned as promised. I understand these are now no longer manufactured. As such, I am not confident in purchasing additional, more expensive equipment from [REDACTED]. It is important to note that even though the [REDACTED] system is more than the [REDACTED] system, we were able to negotiate a discount of over \$3,000.

I hope this brief explanation explains why we have opted to purchase the Vigilant Video system.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "LT Simmons", is written over a horizontal line.

Lt. Marc Simmons 126

CLAIM VOUCHER
TOWN OF NEW CASTLE
200 SOUTH GREELEY AVENUE
CHAPPAQUA, NEW YORK 10514
914-238-4771
FEDERAL I.D.# 14-6002331

DEPARTMENT _____

CLAIMANT'S
NAME
AND
ADDRESS

Warnock Fleet
175 Route 10
PO Box 524
East Hanover, NJ 07936

FUND - APPROPRIATION	AMOUNT
H1680:0A00:9006	6,615.00
TOTAL	6,615.00

VENDOR # 23800 (Address # 1)

Detailed Invoices may be attached, & total entered on this Voucher. Certification below MUST BE SIGNED.

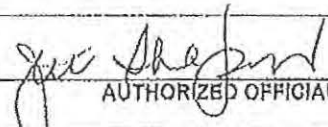
INVOICE DATE	VENDOR'S INVOICE NO.	DESCRIPTION OF MATERIALS OR SERVICES	INVOICE AMOUNT
04/28/2011	20	F/I License Plate Recognition System in NCPD#63 Parking Enforcement Vehicle for Parking Permit/ Scanning System	6,615.00
 Exempt from all State and Local Sales Tax (Sec. 1116 [a] Tax Law State of New York Vendor may keep a copy of this Voucher in lieu of Exemption Certificate #14-6002331			6,615.00

CLAIMANT'S CERTIFICATION
I, _____, certify that the above account in the amount of \$ _____ is true and correct;
that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or settled;
that taxes, from which the municipality is exempt, are not included, and that the amount claimed is actually due.

DATE SIGNATURE TITLE
(Space Below for Municipal Use)

DEPARTMENTAL APPROVAL

The above services or materials were rendered or furnished to the municipality the dates stated and the charges are correct.

DATE  AUTHORIZED OFFICIAL



PO Box 524, 175 Route 10
East Hanover NJ 07936
Phone: 973-884-2100
Fax: 973-884-2650
E.N.: 22-2658797

Date: 4/28/2011

Due: 5/28/2011

Payment Terms:
Net 30 Days

Sales Representative
Jason Phillips LK
jphillips@yarnockauto.com
973-463-3066

Agency Bureau of the Order

PO Date:
SOD Date:

Account #: 9142384771
Company: NEW CASTLE TOWN OF
Street: 200 SOUTH GREELEY HALL
City: LI Simmons
State: OHAPPAQUA
ZIP: NY 10514

Year: 2009
Make: Ford
Model: Focus
Color: White
VIN: 1FAHP63N4PW239975
Stock #: 2834MQ

PAID
MAY - 6 2011

Sub-Total	\$ 6,615.00
Sales Tax	Exempt Agency
Freight	Included
Total	\$ 6,615.00

Claims for damage or loss in transit must be filed by recipient against carrier. Claims for shortages must be filed with Warnock within 5 days of receipt of shipment. Approved Merchandise returned for credit will be subject to a re-stocking fee. Component Manufacturers' Warranties apply, please consult the specific Manufacturer's price list or website for Warranty Duration, Terms, and Conditions. No other warranties, expressed or implied, are included. Merchandise returned under warranty shall be subject to factory inspection and repaired, replaced, or credited. Products returned for repair, not covered under warranty, may incur labor and/or replacement part charges.

One Source For Your Fleet Needs

www.WarnockFleet.com

Diana Cafarelli

From: Marc Simmons
Sent: Thursday, May 26, 2011 12:57 PM
To: Diana Cafarelli
Subject: RE: License Plate Reader installed in Car #63 for Parking Enforcement

Diana:

I believe it is ok to go ahead and pay that invoice. The equipment is working at this time and Vigilant Video is continuing to work on the software updates we asked for.
Marc

LT. Marc Simmons
Town of New Castle Police Department
Special Services Division

200 South Greeley Avenue
Chappaqua, New York 10514
(914) 238-4422

From: Diana Cafarelli
Sent: Wednesday, May 25, 2011 12:01 PM
To: Marc Simmons
Cc: Robert Deary
Subject: License Plate Reader installed in Car #63 for Parking Enforcement

Hey Marc,

We received an invoice from Warnock Fleet in the amount of \$6,615.00 for furnishing/installing the license plate reader in Car #63. Before I make payment on the invoice, I just want to make sure that all the kinks have been worked out and that it is in working condition.

I would like to make payment on the invoice first thing Friday morning, so if you can let me know as soon as possible, it would be greatly appreciated. Please call me at extension 2543 if you have any questions.

Thanks,
Diana Cafarelli
Comptroller's Office

5/26/2011

File Edit Query Record Field Setup Window Help

General	Purchase	Invoices	Warranty	Repair	Amortize	Deprec	Disposal	Depr Hist	Trans
Mun Code	TOWN								
CID ID	01	Asset No		0000007079					
Description	2009 FORD FOCUS SE SEDAN-NCPD PARKING ENFORCEMENT-NCPD#63								
Asset Cost	14,733.00	Original Asset Value							
Acquired Date	07/01/2009	Tag No		N/A					
Asset Asset No									
Class	SE66	Type		0005					
Status	A	Condition		G					
Make	FORD	Model		FOCUS SE					
Year	2009	Serial No		VIN#1FAHP35N49W239975					
Location	8000	Phys Inv Date							
Sublocation		Phys Inv User							
Val Method		Last Transfer Date							
Dept Code	0003	PUBLIC SAFETY		Transfer					
Disposal		Inventory		Credited By		KVS			
						07/01/2009			

Enter value for Description

Record: 1/1

K090 K080

H 5650 0400 7005

Vigilant Video		Warnock Fleet 175 Route 10 East Hanover, New Jersey 07936 (P) 973-390-6874 (F) 973-884-2650			
Attention:	Jill Shapiro				
Project Name:	Town of New Castle Parking Enforcement		Quote Number:	KSW-0072-01-CDPSparking	

PROJECT QUOTATION

We at Warnock Fleet are pleased to quote the following systems for the above referenced project:

Qty	Model #	Description
(1)	Fixed LPR SYS-1 VVDDSP-1-CDP	CarDetector - Fixed Camera DSP Based LPR System - 1 Camera System Software Includes: - CarDetector DSP application preinstalled (flashed) firmware on each DSP unit Hardware Includes: - Includes Qty=1 Digital Signal Processor (DSP) "Pancake" unit(s) - No moving parts - Two (2) video inputs - IR camera & Color Overview - One (1) Ethernet output Ea. 720MHz Processor w/ 128 Mb RAM - Measurements - 6.3" X 3.9" X 1.8" - Includes Qty=1 Complete Wiring Harness for connection between DSP & Camera unit
Subtotal Price (Excluding sales tax):		\$1,095.00

Qty	Model #	Description
(1)	Fixed LPR SYS-1 (Cameras) VVR1-010MSTD	Vigilant Video LPR Cameras for SYS-1 Hardware Includes: - Includes Qty=1 Combination IR / Color LPR Camera(s) - 16mm lens package - Color camera assembly provides color overview - Camera w/ RAM ball mount & magnet - standard cable connection
Subtotal Price (Excluding sales tax):		\$3,280.00

Qty	Model #	Description
(1)	Fixed LPR SYS-1 (Server) VV-CDFS-S	CarDetector - Fixed Camera License Plate Recognition Processing Software Software Includes: - CarDetector DSP Control Center Software w/ MySQL database application - Capability to control up to 35 LPR Cameras (Hardware Dependent) Hardware Includes: - CarDetector Server/Processor Hardware NOT Included - Provided BY OTHERS
Subtotal Price (Excluding sales tax):		\$0.00

Qty	Model #	Description
(1)	VV-LEARN-S	Vigilant Video's Law Enforcement Archival Reporting Network Software - LEARN - Includes automated 'Hot-List' management with refresh intelligence - Automated CarDetector software update management - Database of all LPR data acquired by each CarDetector system including images - Complete search, mapping, query and data mining utilities w/ administrative security - Requires license for MS-Windows 2003/08 Server & MS-SQL 2005/08 Provided BY OTHERS - Server hardware & required software (including OS) provided & installed BY OTHERS.
Subtotal Price (Excluding sales tax):		\$0.00

Qty	Model #	Description
(1)	SSU-CP-COM	Vigilant Video Start Up, Configure and Commissioning of CarDetector Fixed LPR System - Vigilant Video certified technician to visit site for up to 4 hours - Set up and configuration of CPDS hardware and software provided for each system - One (1) Required per CPDS LPR camera
Subtotal Price (Excluding sales tax):		\$660.00

Qty	Model #	Description
(1)	TRNG-CPDS	Vigilant Video's End User Staff Training for CarDetector Fixed Camera LPR System - Vigilant Video certified technician to visit site for up to 4 hours - Training to include set up, configuration and demonstration of all product features
Subtotal Price (Excluding sales tax):		\$980.00

NOTES:

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

2. Two (2) year warranty on all hardware components / Ninety (90) days warranty on all software components.

Quoted by: Kevin Schneider

Phone: 973-390-6874

Email: kschneider@warrockauto.com

Total Price (Excluding sales tax):	\$6,615.00
Accepted By:	Date: P.O. #

Authorization to Approve- Vigilant Video- Memorandum of Agreement and Non-
Disclosure Agreement

Council Member Mottel moved, seconded by Council Member Wolfensohn to authorize the Town to sign the Memorandum of Agreement and Non- Disclosure Agreement with Vigilant Video to become a testing site for their parking enforcement program.

VOTE

All Ayes



REFERENCE	DATE	AMOUNT	
112188	03/25/09	18,680.00	PO#90043 LICENSE PLATE RECOGNITION SYSTEM
VENDOR NO.		CHECK NO.	CHECK DATE
0000023800		00140185	01/21/10
TOTAL AMOUNT PAID			*****18,680.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM FEATURES

Town of New Castle
200 South Greeley Avenue
Chappaqua, New York 10614

Bank of America 1-32/210

CHECK NUMBER: 00140185

CHECK DATE: 01/21/10

NOT VALID AFTER 90 DAYS

*EIGHTEEN THOUSAND SIX HUNDRED EIGHTY AND 00/100 DOLLARS*****

CHECK AMOUNT: *****18,680.00

PAY TO THE ORDER OF: WARNOCK FLEET
175 ROUTE 10
PO BOX 524
EAST HANOVER, NJ 07936

Barbara L. Gerrard

SECURE FEATURES INCLUDE INVISIBLE FIBERS • MICROPRINTING • VOID FEATURE PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

⑈ 140185⑈ ⑆021000322⑆ 009493010792⑈

2009

TOWN OF NEW CASTLE
PURCHASE ORDER

PO Number: 90043

Date: 03/03/2009

THE ABOVE NUMBERS SHOULD APPEAR ON ALL
PACKAGES, INVOICES AND CORRESPONDENCE.

Vendor: 23800
WARNOCK FLEET
175 ROUTE 10
PO BOX 524
EAST HANOVER, NJ 07936
Ship To: TOWN OF NEW CASTLE
POLICE DEPARTMENT
200 SOUTH GREELEY AVENUE
CHAPPAQUA, NY
10514

Town of New Castle

200 South Greeley Avenue
Chappaqua, New York 10514

FID # 14-6002331

Bill To: TOWN OF NEW CASTLE
POLICE DEPARTMENT
200 SOUTH GREELEY AVENUE
CHAPPAQUA, NY
10514

Purpose: PO#90043 LICENSE PLATE RECOGNITION SYSTEM

Qty.	Unit	Description	Unit Price	Amount
		H -5650-0400-9005-0000		18,680.00
		LICENSE PLATE RECOGNITION SYSTEM FOR PARKING PERMIT/ SCANNING PROGRAM AS PER ATTACHED REQUISITION & QUOTE WNF-0024-01-NCPD OF 1/16/09		
TOTAL:				\$18,680.00

cc to Diana

JAN 21 2010

OK to
pay
CT

Shirley H. Neustetter

Authorized Official

PO mailed to
Vendor 3/3/2009

Ordered By PD Requisition Date Requisition Number Approved By JB

CONDITIONS - READ CAREFULLY

1. IMPORTANT: INVOICE, PACKAGES AND CORRESPONDENCE MUST BEAR THIS PURCHASE ORDER NO.
2. EACH SHIPMENT MUST BE COVERED BY SEPARATE INVOICE.
3. THE RIGHT IS RESERVED TO CANCEL THIS ORDER IF NOT FILLED WITHIN THE PRESCRIBED TIME.
4. THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING.
5. CHARGES FOR BOXING OR CARTAGE WILL NOT BE ALLOWED UNLESS PREVIOUSLY AGREED UPON.
6. ALL SHIPMENTS ARE TO BE MADE PREPAID.
7. WHERE APPLICABLE ATTACH DELIVERY SLIPS SIGNED BY THE MUNICIPAL EMPLOYEE RECEIVING THE MATERIALS.
8. IN ORDER TO EXPEDITE PAYMENT, YOUR INVOICE SHOULD BE RETURNED PROMPTLY AFTER THE SERVICES HAVE BEEN RENDERED OR THE MATERIALS HAVE BEEN FURNISHED.

SUPPLIER - BILLING MUST BE ON YOUR INVOICE

TOWN OF NEW CASTLE
PURCHASE ORDER

PO Number: 90043

Date: 03/03/2009

THE ABOVE NUMBERS SHOULD APPEAR ON ALL
PACKAGES, INVOICES AND CORRESPONDENCE.

Vendor: 23800
WARNOCK FLEET
175 ROUTE 10
PO BOX 524
EAST HANOVER, NJ 07936
Ship To: TOWN OF NEW CASTLE
POLICE DEPARTMENT
200 SOUTH GREELEY AVENUE
CHAPPAQUA, NY
10514

Town of New Castle

200 South Greeley Avenue
Chappaqua, New York 10514

FID # 14-6002331

Bill To: TOWN OF NEW CASTLE
POLICE DEPARTMENT
200 SOUTH GREELEY AVENUE
CHAPPAQUA, NY
10514

Purpose: PO#90043 LICENSE PLATE RECOGNITION SYSTEM

Qty.	Unit	Description	Unit Price	Amount
		H -5650-0400-9005-0000		18,680.00
		LICENSE PLATE RECOGNITION SYSTEM FOR PARKING PERMIT/ SCANNING PROGRAM AS PER ATTACHED REQUISITION & QUOTE WNF-0024-01-NCPD OF 1/16/09		
TOTAL:				\$18,680.00
<i>Sheila H. Neustetter</i> Authorized Official				
Ordered By	Requisition Date	Requisition Number	Approved By	
PD			JB	

CONDITIONS - READ CAREFULLY

1. IMPORTANT: INVOICE, PACKAGES AND CORRESPONDENCE MUST BEAR THIS PURCHASE ORDER NO.
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8. IN ORDER TO EXPEDITE PAYMENT, YOUR INVOICE SHOULD BE RETURNED PROMPTLY AFTER THE SERVICES HAVE BEEN RENDERED OR THE MATERIALS HAVE BEEN FURNISHED.

SUPPLIER - BILLING MUST BE ON YOUR INVOICE

TOWN OF NEW CASTLE
REQUISITION FORM

PO# 90043

Date: 2/12/09

VENDOR: Warnock Fleet
31 Williams Parkway
East Hanover, NJ 07936-524

Exp. Code: capital fund

Vendor #: 23800

Bill To: New Castle Police Dept.
200 So. Greeley Ave.
Chappaqua, New York 10514

Ship To: New Castle Police Dept.
200 So. Greeley Ave.
Chappaqua, New York 10514

QTY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	License plate recognition system see enclosed quote		\$18,680.00
		Total	\$18,680.00

AUTHORIZATION:



		Warnock Fleet 31 Williams Parkway East Hanover, New Jersey 07936 (P) 973-463-3024 (F) 973-515-5105	
Attention:	Lt Simmons	Date:	1/16/2009
Project Name:	New Castle Police Department	Quote Number:	WNF-0024-01-NCPD

PROJECT QUOTATION

We at Warnock Fleet are pleased to quote the following systems for the above referenced project:

Qty	Model #	Description
(1)	Mobile LPR SYS-1 CDMD2-A14--	CarDetector - DSP Based Mobile License Plate Recognition System - 2-Camera System Software Includes: • CarDetector DSP Control Center software (Client MDT Viewer) w/ MySQL database • CarDetector software application - Preinstalled mobile LPR software on DSP unit • CarDetector Software Version 3.4 Hardware Includes: • Digital Signal Processor (DSP) - 720MHz w/ 128 Mb RAM - One DSP per Camera • 4 video inputs (IR & Color Camera) - 1 Ethernet output - Dimensions - 6.3" X 3.9" X 1.8" • System Shall have Single Point Power Connection • Field Installed Garmin GPS Receiver • Includes Qty=1 "C" Series IR/Color LPR Camera - 16mm Lens Package • Includes Qty=1 "C" Series IR/Color LPR Camera - 50mm Lens Package
Subtotal Price (Excluding sales tax):		\$10,780.00

Qty	Model #	Description
(1)	VV-SL-1	Vigilant Video Law Enforcement Product Family Site License - Tier 1 • Provides access to Vigilant Video's Law Enforcement Family of Video Analytics software product(s) includes Car Detector Mobile LPR Edition, Car Detector Fixed LPR Edition, Law Enforcement Archive & Reporting Network Server (LEARN), CamSmartz, LineUp and other software applications considered by Vigilant Video to be applicable for benefit of law enforcement agencies • Includes all technical support, software maintenance, bug fixes, patches, minor software upgrades, major software upgrades and all utilities released within the product evolution • As per the Vigilant Video Law Enforcement Product Family Site License agreement
Subtotal Price (Excluding sales tax):		\$4,500.00

Qty	Model #	Description
(1)	VV-LEARN--S	Vigilant Video's Law Enforcement Archival Reporting Network Software - LEARN • Includes automated 'Hot-List' management with refresh intelligence • Automated CarDetector software update management • Database of all LPR data acquired by each CarDetector system including images • Complete search, mapping, query and data mining utilities w/ administrative security • Requires license for MS-Windows 2003 Server, MS-SQL 2005 & SERV-U ftp application • Server hardware provided BY OTHERS.
Subtotal Price (Excluding sales tax):		\$0.00

Qty	Model #	Description
(1)	SSU-12-COM	Start Up, Configure & Commission the CarDetector Mobile System - 1 or 2 Camera Kit • Vigilant Video certified technician to visit site for up to 3 hours • Set up and configuration of CDMS & LEARN hardware/software system
Subtotal Price (Excluding sales tax):		\$0.00

Qty	Model #	Description
(1)	TRNG-CDMS	Vigilant Video's End User Staff Training for CarDetector Mobile System & LEARN • Vigilant Video certified technician to visit site for up to 4 hours • Training to include set up, configuration and demonstration of all product features
Subtotal Price (Excluding sales tax):		\$810.00

Qty	Model #	Description
(1)	CDMD2-HW-Warr-Ext	CDMS 5 Year Extended Hardware Warranty - 1-Camera DSP Based Kit • Full replacement hardware component warranty • Valid for 5 years from date of purchase
Subtotal Price (Excluding sales tax):		\$2,590.00

NOTES:

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

Quoted by: Kevin Schmelder

Phone: 973-390-6874

Email: kschmelder@warnockauto.com

Total Price (Excluding sales tax):	\$18,680.00
Accepted By:	Date: P.O. #



ELSAG North America Law Enforcement Systems, LLC

412 Clocktower Commons
Brewster, NY 10509
Duns # 196140821
Phone: 1-866-9MPH900 (967-4900)
Fax: 336-379-7164

DATE

2/19/2009
** QUOTATION **
DCJS DISCOUNT PROVIDED

Delivered to:
Keith Dworkin
New Castle Police Department
200 S Greeley Ave
Chappaqua, NY 10514
(914) 447-2519
kdworkin@town.new-castle.ny.us

Quotation valid until: May 19, 2009
Prepared by: GARRIGAN
Projected Arrival Date: TBD

Transportable MPH-900 - Portable 2 camera system for use in police vehicle.
Includes set-up, training and first year service plan.

New York Office of General Services NASPO Multi-State Contract #PC62119 Award #19745
Hazardous Incident Response Equipment Group #38232

Model #	Description	Cost	Units	Amount
MPH900X2 Trans.	MPH900 Mobile License Plate Reader - Includes cameras, processors and related software. ELSAG MPH900 Transportable color AD3M.	\$19,975	1	\$19,975.00
MPH OPC	Elseg operations Center for data aggregation and management	\$975	1	\$975.00
	Volume discount from DCJS (\$17,500 + \$650)	-\$2,800	1	-\$2,800.00
Phone Support	24 Hour Telephone Support by qualified MPH-900 technicians			FREE
ON-SITE TRAINING	Included in the purchase of both transportable and permanent MPH-900 installations available in group and individual sessions.			FREE
TRAINING CENTER MEMBERSHIP	Unlimited access to ELSAG training classes held either in the field or at Company Facilities.			FREE
			TOTAL	\$18,150.00

Service Plan for goods and services provided by the above quote

MPH-900 and Ops Center

Year I	Free		
Year II	5% of purchase price (hardware and software)	Hardware and Software	
Year III	5% of purchase price (hardware and software)	Hardware and Software	
Year IV	5% of purchase price (hardware and software)	Hardware and Software	

Service Plan Includes:

- Software Updates
- Annual Training/Service
- Parts & Labor

Approval Signature: _____



February 19, 2009

Sgt. Keith Dworkin
Traffic Unit Supervisor
New Castle Police Department
200 S. Greeley Ave
Chappaqua, N.Y. 10514

REF: New Castle Mobile ALPR Price Quote -THREE CAMERA SYSTEM

I'm pleased to provide you with this quote for a three Camera Mobile ALPR system "hard" mounted and integrated into an MDT system in your patrol vehicle.

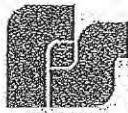
Key points about our company in the ALPR market:

- For more than 16 years, our **only** market focus is specializing in Automatic License Plate Recognition technologies.
- As an Original Equipment Manufacturer, we design, manufacture, and develop our own hardware and software - we control the quality and support of our products from start to finish.
- PIPS offers an ALPR "back-end" analysis software package (BOSS) that provides data-mining of "historic" license plate information obtained and stored from all deployed mobile (and fixed) systems within your department.

Qty	Item	Description	List Unit Cost	NASPO Discount	Extended Price
1	1	SLATE-810-LE-G Three Camera Mobile Law Enforcement Package including 810nm Illumination, SuperX processor, camera cable/connector(s), GPS module, PAGIS software and dongle, PIPS ALPR/OCR Engine, Client/Server architecture, camera bracket mount assemblies	\$16,550	10%	\$14,895.00
1	2	PIPS-SW-BOSS Back Office System Software utilizing Microsoft SQL Express Server Software for system administration, data analysis and data storage, data mining, reporting, mapping, remote alerting, and networking in support of Inter-agency data sharing. Note: Software includes one administrative and one user licenses. See Note 4 for BOSS pricing details	\$995	10%	\$895.50
1	2A	BOSS-MAP Advanced mapping utilizing the Microsoft Live Earth utility. Provides enhanced mapping functionality including satellite imagery and multiple view options.	\$795	10%	\$715.50
1	3	BOSS-SRVR PIPS rack server hardware platform for use with the BOSS Back Office Software System for customer data storage and application functionality. Main server elements include Quad Core 2 GHz Processor configuration with 4 GB memory, 750 GB Hard Drive and Windows Server 2003 OS.	Customer Supplied (\$5,250 if supplied by PIPS)	N/A	N/A

Phone (865) 392-5540 - Fax (865) 392-5595

Innovation Drive, Knoxville TN 37932



**PIPS
TECHNOLOGY**

A Federal Signal Company

1	4	PIPS-SRVC-FE-Mobile; Field Engineering services for two days of Installation and training for mobile ALPR vehicle.	\$3,400	10%	\$3060.00
Total (excluding tax and freight)					\$19,556.00
NOTE: A Two Camera System Price Total Is \$17,621.00					

NOTE:

- 1) Equipment availability 5 - 7 weeks
- 2) Only one copy of PIPS-SW-BOSS PRO System Software and one BOSS-SRVR PIPS server is required to support a combination of one or more mobile and/or fixed mobile systems, therefore additional vehicles or fixed cameras will not require Items 2 and 3.
- 3) This quote excludes applicable sales tax and freight costs, and is subject to the attached PIPS' standard terms, conditions and warranties.

Scope of Work:

Our quote includes installation. During that time, our system will be installed in your designated vehicles by our installer. After installation, you or the appropriate personnel will receive training on both PAGIS and BOSS by our representative.

Our quote includes the cost for our Back Office Server Software (BOSS) that can be installed on a department supplied SQL server. During the installation and training, our engineer will install one copy of this software application that is used for mining of all data collected by each mobile LPR system. The initial cost of installing BOSS for your agency can be utilized for all future PIPS mobile installations within your organization. It can also integrate with other local law enforcement agencies, fixed ALPR sites, or with commercial purchasers of our ALPR systems to provide a comprehensive database of vehicle movement within the surrounding areas where PIPS systems have been deployed.

NOTE 3: This software has a 4GB storage limit (approx. 120,000 license plate reads). It is recommended that the agency use a full Microsoft Sequel License so the only limit to data storage would be the amount of server hard disk space available.

NOTE 4: The above \$995 BOSS pricing includes 1 administrative plus 1 user license. Additional concurrent user licenses are priced as follows:

Block of 5 \$2,250.00 NASPO 10% Discount -\$2,025
Block of 10 \$3,500.00 NASPO 10% Discount -\$3,150

All PIPS equipment hardware and software is covered by a one-year parts and labor warranty. Extended warranty agreements are available for the system after the original one-year warranty expires. These agreements supply the end user with upgrades and improvements to our OCR engine for enhanced plate detection capabilities and software upgrades sold by PIPS Technology, Inc.

Per Mobile Unit Extended Warranty	Unit Cost
2 nd Year -Annual Mobile System Warranty Renewal	\$1,320
3 rd Year -Annual Mobile System Warranty Renewal	\$1,452
4 th Year -Annual Mobile System Warranty Renewal	\$1,597
NOTE: Above price are cumulative. I.e. total 4 yr warranty extension would be \$4,369	

John Tedona
Cell: 201-841-6237
Email: jtedona@federalsignal.com

Phone (865) 392-5540 - Fax (865) 392-5595

Innovation Drive, Knoxville TN 37932

JAN. 21. 2010 1:54PM

WARNOCK AUTOMOTIVE 973-884-2650

NO. 1733 P. 2

WARNOCK PARTS AND SERVICE
FLEET DIVISION
175 ROUTE 10
EAST HANOVER, NJ 07936
973 884-2100 Fax 973 884-2650

INVOICE

INVOICE NO: 112188

DATE: 3/25/2009.

CUSTOMER NUMBER:

To: New Castle
200 South Greeley Hall
Chappaqua, NY 10514

Ship To:

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
Jason Phillips	90043	10/16/2009			NET 30 DAYS

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Installation of Vigilant Video LPR in Dodge Charger Vin #2B3KA43H57H878206 As per Vigilant Quote #WNF-0024-01-NCPD FIN# 22-2658797	18,680.00	18,680.00

JAN 21 2010

1/21/2010 -
Per Mark Simmons,
Delivered/Installed
in Nov. 2009.

SUBTOTAL
SALES TAX
SHIPPING & HANDLING
TOTAL DUE \$18,680.00

Make all checks payable to: Warnock Parts and Service, FLEET DIVISION

THANK YOU FOR YOUR BUSINESS!

over to pay
D

Vigilant Video

CarDetector -- License Plate Recognition System

Evaluation System

Memorandum of Agreement

This MOA represents a formal understanding between Vigilant Video Inc. (Vigilant Video) and The Customer concerning their collective responsibilities in the Customer's evaluation of Vigilant Video's CarDetector License Plate Recognition system for fixed camera application.

Definitions:

"Customer" means a law enforcement agency, governmental agency or other applicable end user that has expressed interest to evaluate the Vigilant Video CarDetector License Plate Recognition (LPR) system for fixed camera applications.

"CarDetector" means Vigilant Video's trade mark name for the family of products associated with both static and mobile LPR applications.

"LPR System (LPRS)" means Vigilant Video's License Plate Recognition system for fixed camera application(s), a customized combination software/hardware solution product that enables automated reading and "Hot-List" matching of our license plates passing through LPR video cameras connected to Vigilant Video approved and tested CarDetector fixed camera system components.

"Demo Kit" means a complete LPRS kit furnished by Vigilant Video to include all hardware and software components required for evaluation of the LPRS in a Customer's location. This includes: Software, Digital Signal Processor (DSP), LPR camera, any additional 3rd party applications & drivers.

"Site License" means a non-exclusive license to install and operate Vigilant Video's CarDetector family of software suites on to any recommended media for LPR use without quantity limitation by the Customer for a period of one year.

"LEARN Server" means Vigilant Video's Law Enforcement Archival Reporting Network server application whereby access to demo this application is offered free of charge to the Customer.

Term of Agreement:

* A fully executed MOA will entitle the customer to receive one complete LPRS Demo Kit, valid for a thirty (30) day field trial, in which to set up and install the LPRS at one customer location for purposes of evaluation. In conjunction with Vigilant Video's LEARN Server (if applicable), with intent to purchase a CarDetector Product Family Site License. It is exclusively and mutually agreed that the customer will evaluate the CarDetector LPRS and provide Vigilant Video with feedback regarding meeting or exceeding the Performance Criterion under the guidelines and restrictions outlined in this MOA document along with completion of Vigilant Video's online survey.

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(90)
day
trial
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Confidential

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3-11-09

Vigilant Video

Customer Obligations:

The following are the key intentions and obligations of the customer:

- The customer shall sign and execute the attached Vigilant Video Non-Disclosure Agreement (NDA) prior to the execution of this agreement, to be returned to Vigilant Video via fax to 818-688-0255 or email to support@vigilantvideo.com.
- The customer shall be willing to receive and return, free of charge, the CarDetector LPRS Demo Kit provided by Vigilant Video.
- * to be completed by Warrick Fleet
• The customer shall complete the following within (30) days:
 - Installation of the Demo Kit
 - Complete field testing of the LPRS & LEARN Server
 - De-Installation and return shipment to Vigilant Video
- NOTE: Extension of additional 30 day demo shall be requested in writing and approved by Regional Sales Manager (RSM) or VP, sales & marketing.
- The customer shall review all recorded results of the LPRS field trial and evaluate against the stated Performance Criterion. A copy of all performance results will be sent directly to Vigilant Video via fax to 818-688-0255 or email to support@vigilantvideo.com.
- The customer will complete Vigilant Video's online CarDetector Survey

Vigilant Video Obligations:

The following are the key intentions and obligations of Vigilant Video:

- Vigilant will provide the LPRS Demo Kit to the customer including all required system software and hardware components plus associated product documentation. Vigilant Video will deliver and return the Demo Kit to and from the customer -- the return via enclosed ARS label.
- The Demo Kit will be shipped with a step by step software installation guide in graphical form including all required steps to achieve 100% software installation. The projected installation time is less than two (2) hours for the non-certified Vigilant Video Technician, depending on level of technical expertise.
- Vigilant Video will offer LEARN Server credentials to the customer and support the use of the LEARN server at the Vigilant Video home office.
- Vigilant Video will be available for technical support via fax, phone & email, and offer a paid on-site support option if necessary (desired) to complete substantial installation completion.
- Vigilant Video will fully disclose the entire scope of the CarDetector LPR Product Family Site License program prior to execution of this agreement.
- If required, Vigilant Video representative will visit the customer site throughout the process to support and/or discuss the LPR Family product suite.

Demo Kit Deliverables:

Vigilant Video will provide a complete LPRS Demo kit including the following contents:

- Vigilant Video's CarDetector fixed camera LPR software application
- One (1) Vigilant Video C-Series LPR CCTV camera
- DSP processing hardware w/ required cabling, connectors and wiring harness
- Single point power wiring kit available for both AC & DC power outlets

Vigilant Video

Performance Criteria:

The LPRS shall meet or exceed the following performance metrics:

- The system demonstrated as being able to be installed, started up and configured with use of available, select customer staff
- The system shall be capable of uploading a "Hot-List" record set of up to 500,000 records with a minimum of 5 call inputs per record in tab-delimited ASCII formats or standard DOJ format.
 - Available Inputs per Record
 - PLATE#, STATE, COUNTY, REGISTERED OWNER, CARMAKE-MODEL
- The system, in both day and night conditions:
 - Shall display plate image capture rates (capture image to process for OCR) of:
 - At least 90% - assuming correct aiming for camera view
 - Acceptable angle to camera at speeds of < 75MPH
 - While using Vigilant Video qualified camera hardware, in-focus camera view, all recommended lenses, and correct software interface to control camera settings with Vigilant Video Car Detector Software yielding, the system shall perform Adaptive Optical Character Recognition (AOCR) on all captured plate images yielding accuracy rates of:
 - At least 90% - assuming correct aiming for camera view
 - Shall create a CarDetector record for all captured plate images with:
 - Up to two (2) AOCR results,
 - "jpg" close up image of detected license plate
 - "jpg" view of vehicle associated with detected license plate,
 - Time and day of detection stamp
 - Shall, in the event of a "Hot-List" match:
 - Lookup "Exact Match" accuracy of at least 96%.

Demo Unit Delivery & Return

The demo unit and all associated documentation will be delivered within 15 business days after signing of this agreement. The customer is responsible to return the entire Demo Kit "As received" to Vigilant Video. Upon return of the Demo Kit, the customer is responsible for all costs incurred by Vigilant Video from Demo Kit repair/replacement/loss due to contents of Demo Kit being received damaged, stolen, destroyed, tampered, altered and/or in any condition other than that of which was received by the customer. The maximum demo kit value that the customer shall be responsible for in the unlikely event of complete non-recovery is set to sub-standard market value of \$4,995.00.

Ownership of Demo Kit

The Software Product is copyrighted by Vigilant Video and remains the property of Vigilant Video. The hardware components are owned by and titled to Vigilant Video. This agreement does not constitute sale of any piece, part or portion of the Demo Kit contents. Vigilant Video Inc. retains title and ownership of the software and hardware components related to the Demo Kit and all other materials included as part of the Software Product.

Initiating a Demo Kit

To obtain a LPRS Demo Kit, fill out the attached Vigilant Video NDA and CarDetector LPR Evaluation form below and return a completed copy to Vigilant Video. Vigilant Video support specialists will contact you after receiving your information to coordinate delivery.

Vigilant Video

Authorization

IN WITNESS WHEREOF, The customer and Vigilant Video have caused This Agreement to be signed on the date set forth below and be effective on the last date specified below.

Manufacturer: Vigilant Video, Inc.

Authorized Agent: Joseph L. Harzowski III

Title: VP, Sales and Marketing

Date: _____

Signature: _____

Enforcement Agency: _____

TOWN OF NEW CASTLE

Officer: _____

NA

Supervisor: _____

GERHARD J. FANELLA

Title: _____

TOWN Administrator

Date: _____

Oct 5, 2001

Signature: _____

[Signature]

Vigilant Video

Vigilant Video CarDetector LPR Evaluation Form

To obtain a LPRS Demo Kit, please fill out the following form and return it to Vigilant Video
Please allow 15 business days for shipment

City: _____ Customer Name: _____

Provide an estimated number of points of capture in total: _____

Product Evaluation - CDRS - CarDetector Pixed camera System DSP edition

Customer Contact

This is the person whom will function as the main customer contact for Vigilant Video.

Name/Position: _____

Department: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Site Evaluation Contact

This is the person whom will evaluate and measure demo unit performance.

Name/Position: _____

Department: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Site Technical / Integrator / Representative

This is the person who will receive technical support and install demo unit package.

Name: _____

Dept.: _____

Telephone: _____

Fax: _____

E-mail: _____

Return to: Vigilant Video, Inc.
2021 Las Positas Court Suite # 101
Livermore, CA 94551

Phone: 925-398-2079
Fax: 818-688-0255
Alt. Fax: 925-398-2113

Support Email: support@vigilantvideo.com

Sales Email: sales@vigilantvideo.com

Confidential

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3-11-09

NONDISCLOSURE AGREEMENT

This Nondisclosure Agreement (this "Agreement") is entered into and effective as of _____ (the "Effective Date"), by and between VIGILANT VIDEO, INC., a Delaware corporation, and its affiliates (the "Company") and _____ a corporation, and its affiliates (the "Recipient").

1. Confidential Information. "Confidential Information" means all confidential and/or proprietary information disclosed or made available by the Company to Recipient, including but not limited to, (a) business plans, financial reports, financial data, employee data, customer lists, forecasts, strategies, and all other business information; and (b) computer codes, product designs and/or specifications, mask works, inventions, unpublished patent applications, manufacturing or other technical or scientific know-how, specifications, technical drawings, diagrams, schematics, technology, processes, and any other trade secrets, discoveries, ideas, concepts, know-how, techniques, materials, formulae, compositions, information, data, results, plans, surveys and/or reports of a technical nature or concerning research and development and/or engineering activity. Confidential Information may be that of the third parties to whom the Company has an obligation to treat the disclosed information as confidential. Confidential Information also includes copies, notes, abstracts and other tangible embodiments made by the Recipient that are based on or contain any of such information, as well as the existence and progress of the Purpose (described in Section 4 below).

2. Identification of Confidential Information. Information will be considered to be Confidential Information and protected under this Agreement if it is identified as "confidential" or "proprietary" at the time of disclosure or if the information should reasonably be considered to be confidential or proprietary due to its nature or the context of its disclosure.

3. Protection of Confidential Information. The Recipient acknowledges that the Company claims that its Confidential Information is a valuable and unique asset and agrees to the following: (a) For a period of 3 years from first disclosure of or access to Confidential Information, the Recipient: (i) will not copy such Confidential Information, or reverse assemble, reverse compile, reverse engineer, disassemble, or photograph any products, technology or tangible objects that utilize such

Confidential Information; (ii) will hold the Confidential Information in strict confidence and will take reasonable precautions to protect such Confidential Information (which precautions will be in no event less than those employed by the Recipient to preserve the secrecy of its own confidential materials from unauthorized use or disclosure, but in no event with less than reasonable care); (iii) will not disclose any such Confidential Information or any information derived therefrom to any third party, except to those of the Recipient's employees, officers and directors who have a legitimate "need to know" and are bound in writing to the restrictions herein; and (iv) will not make any use whatsoever at any time of any such Confidential Information, except (A) to evaluate and engage in discussions with the Company concerning a potential business relationship between the parties and (B) to the extent the parties enter into a business relationship, as provided in a definitive agreement executed in connection with such relationship. (b) The Recipient's obligations under this Agreement with respect to particular information do not apply to the extent that: (i) the Company authorizes the Recipient in writing to disclose such information; (ii) the Recipient knows such information at the time of disclosure by the Company, free of any obligation to keep it confidential, as evidenced by written records; (iii) such information is or becomes generally known in the relevant industry without fault of the Recipient; (iv) the Recipient independently develops such information without access to or use of the Confidential Information, as evidenced by written records; or (v) the Recipient rightfully obtains such information from a third party who has the right to disclose it without violation of any confidentiality obligations. However, even if certain information is already known, the Company's use of it (including the fact of the party's use and the manner and results of use) may not be and thus would be considered to be Confidential Information. (c) If the Recipient is subject to judicial or governmental proceedings requiring disclosure of particular Confidential Information, then, prior to any such disclosure, the Recipient will provide the Company with reasonable prior notice and will obtain, or provide the Company with an opportunity to obtain, a

protective order or confidential treatment of the Confidential Information.

4. Purpose. Confidential Information may be used to evaluate possible business opportunities between the parties (the "Purpose").

5. Return of Confidential Information. All Confidential Information shall remain the property of that the Company and will be returned to it or destroyed at its request. Within 30 days of receiving such a request from the Company, the Recipient will comply with the request and provide a written certification, signed by an officer, of its compliance.

6. No License or Warranty. No license under any patents, copyrights, mask work rights, trademarks or other proprietary rights is granted by the disclosure of or access to Confidential Information under this Agreement. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO A WARRANTY THAT IT IS ACCURATE OR COMPLETE OR A WARRANTY AGAINST INFRINGEMENT.

7. No Inducement or Commitment. The Company will determine in its sole discretion the information to be disclosed to the Recipient. Neither the disclosure nor access to Confidential Information under this Agreement constitutes an inducement or commitment to enter into any business relationship. If the parties desire to pursue business opportunities, the parties will execute a separate written agreement with respect to such opportunities.

8. Term & Termination. In the event that Either Party breaches any provision of this Agreement, the other party may terminate this Agreement upon prior written notice to the Defaulting party. All provisions of this Agreement relating to Confidential Information disclosed pursuant to this Agreement prior to termination will survive.

9. Assignment & Binding Effect. Recipient may not assign this Agreement without the Company's prior written consent, except in connection with a transfer of all or substantially all of the business or assets of Recipient. Any assignment in violation of this Agreement will be void. This Agreement benefits and binds the parties to this Agreement and their respective successors and permitted assigns.

10. Arbitration; Venue. Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Santa Clara County, California, regardless of which party initiates the arbitration. The arbitration will be conducted in English, and heard before a

single independent, neutral and impartial arbitrator. The parties shall select a mutually acceptable arbitrator, or, if they cannot do so, will, within twenty (20) days after the commencement of arbitration, each select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree on the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may seek from U.S. Federal and state courts located in Santa Clara County, California, any relief that is necessary to protect the rights or property of that party pending the selection of an arbitrator or his or her determination of the merits of the controversy. Any judgment on the award entered by the arbitrator may be entered in any court having jurisdiction over the party against whom the award is sought, which includes the enforcement of the award in any applicable country outside of the U.S. pursuant to the 1958 UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Each party will, upon the written request of the other, promptly provide the other with copies of documents and make the party's personnel available for deposition relevant to the issues raised in the arbitration, and any dispute regarding discovery shall be determined by the arbitrator, which shall be conclusive. All discoveries shall be completed within sixty (60) days following the appointment of an arbitrator. The Recipient waives any objection, under any foreign laws governing its operations or otherwise, to the jurisdiction provisions of this Agreement.

11. Entire Agreement. This Agreement contains the entire understanding, and supersedes any and all prior and contemporaneous agreements (oral or written), between the parties regarding this Agreement's subject matter. This Agreement will not be modified, and no provision will be waived, except by a writing that both parties sign. A party's failure to require performance will not affect the right to require performance at any later time. If any part of this Agreement is unenforceable, the rest will remain in effect.

12. General. This Agreement is governed by California law. Any notice under this Agreement, if sent to the party entitled to such notice, will be deemed to have been provided upon delivery (which may be by facsimile), or 3 days after the notice is sent by certified mail (postage prepaid), or the next business day if the notice is sent by national overnight service.

IN WITNESS WHEREOF, the parties have executed this Nondisclosure Agreement effective the Effective Date. The obligations set forth herein will commence or have commenced on the date Confidential Information was disclosed, which may be prior to the Effective Date.

Company: Vigilant Video Inc.

Company: T. Buck of How Castle

Authorized by: _____

Authorized by: T. Buck of How Castle

Signature: _____

Signature: T. Buck of How Castle

Title: _____

Title: T. Buck of How Castle

Contact Phone: _____

Contact Phone: 914-238-4742

Contact Fax: _____

Contact Fax: 914-238-2354