

Back Office User Manual

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Nov 2008

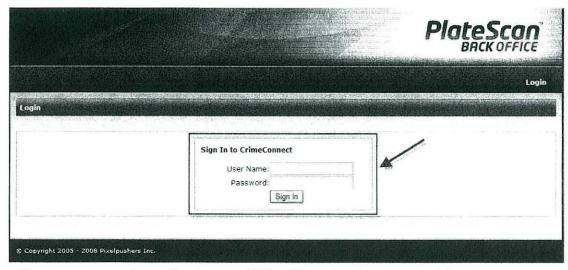
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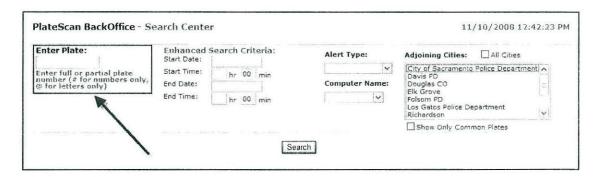
First Time Use

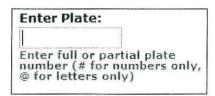
To log into the PlateScan BackOffice, open an internet browser and enter the BackOffice URL of your agency. Once the page has loaded, enter your username and password, and type in your credentials, click Sign In. After you have successfully logged in, you may begin searching for plates.



Note: If you are unsure of your PlateScan BackOffice URL and/or log in credentials, contact your agency's information technologies department.

Advanced Features Search by Plate





- i. Full type the entire plate for exact results.
- Partial offers more broad result. Use more characters to increase the result possibilities.

For example:

Partial Plate Search: ABC

Results: ABC123, 123ABC, 1ABC23, 12ABC3

The above results show that by typing "ABC", it will return every plate within your BackOffice database containing "ABC" anywhere in the plate.

Search with Wildcards

Wildcards allow you to substitute symbols for letters or numbers.

Example:

- represents a number

@ - represents a letter

_ - (underscore) represents a letter or number

This helps in narrowing your search for better-known partial plates. For example:

Plate: ABC 123

Substitute letters:@@@ 123, @BC 123, A@C 123, AB@ 123, etc.

Substitute numbers: ABC ###, ABC #23, ABC 1#3, ABC 12#, etc.

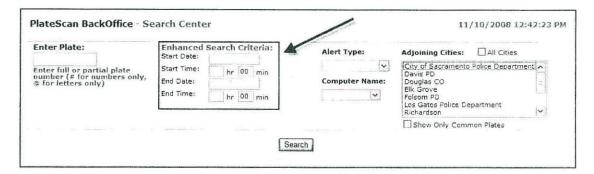
Letters and numbers: AB@ 1#2, A@C #23, etc.

Letters of numbers: A_B 2_3, A_C 1_3, etc.

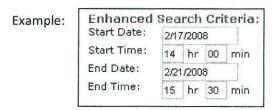
The result of, for example, @@@ 123 will display any @ symbol as a letter, and # as a number, and will retain the ending of 123.



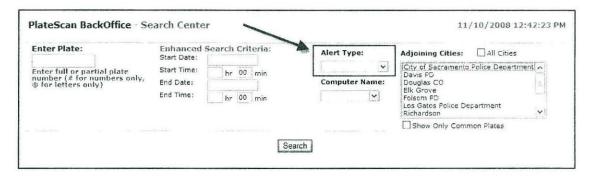
Search by Date/Time



Show a list of plates seen by the PlateScan vehicle between a date and time range. Results displayed in chronological order.



Search by Alert Type

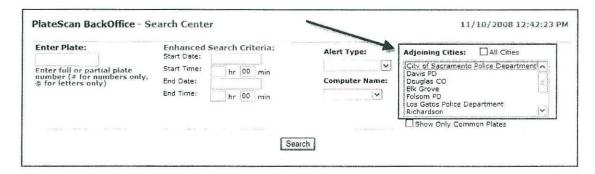


Rather than search through all plate reads in order to locate alerts, click the Alert Type drop down menu and select which alert you looking for. If the vehicle contains a database of plates named "Stolen", you are able to search for all hits found by PlateScan under the "Stolen" list.

Alert Type categories are empty by default. Once the PlateScan vehicle receives a hit from its in-car database, it is stored in the internal plate records database. After that plate read with an attached hit uploads into the BackOffice website, you will then see a "Stolen" category under Alert Types.



Search by Department



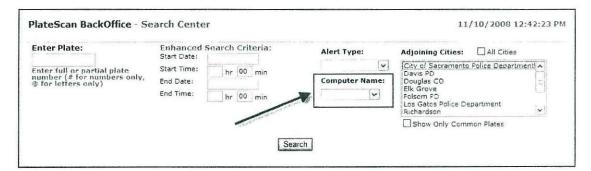
By default, you will search within your department's database only. However, you can easily connect with nearby departments and agencies in an effort to both share and collect very large amounts of data to use in crime analysis.

When connected to multiple agencies, the default action is to execute your search through all agencies.

However, you may click one or multiple cities individually, ultimately telling the program, "When I execute the search, only search through the databases I have selected".

After the results are shown, it will display from which agency the read originated.

Search by Computer Name

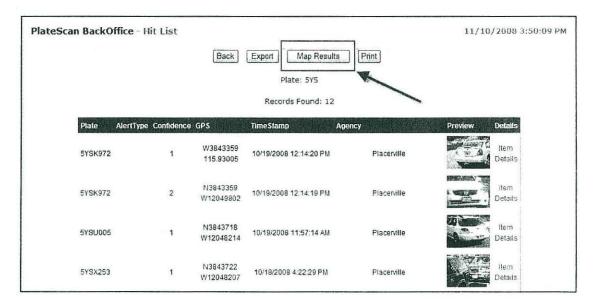


Related to the Alert Type, except now you may search reads by a specific PlateScan vehicle.

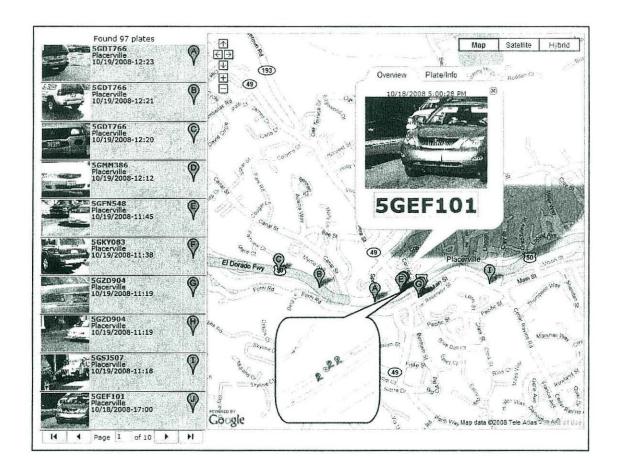
Similar to Alert Type, the Computer Name list will not populate until the vehicle has exported and uploaded its first export to the BackOffice database.

Map Results

If you execute a search and it returns with multiple vehicles (or the same vehicle in multiple locations), you have the option to either map one at a time or simply click Map Results to plot multiple points (vehicles) on the same map. Map results are shown 10 per page.



To get more information on a vehicle you may either click the point on the map or click the vehicle image, plate number, or corresponding map point in the left column. This will now center the point position on your screen and display an image of the vehicle.





For more information about the vehicle, click the plate number from the point call out. This will take you directly to the vehicle's information page.



Export Results to Excel format

After executing a search, you have an option to export all result information to an Excel file for records. The file contains all identical information as your results.

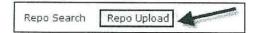
	Α	В	C	D	E	F	G	Н
1	Recognitionid	Plate	AlertReportType	Confidence	GPSLocation	TimeStamp	AgencyName	LaneName
2	7005	5GDT766		1	N3843684 W12048333	10/19/2008 12:23	Placerville	Front Right
3	7001	5GDT766		1	N3843732 W12048574	10/19/2008 12:21	Placerville	Front Right
4	6999	5GDT766		1	N3843783 W12048752	10/19/2008 12:20	Placerville	Rear Camera
5	6932	5GMM386		1	N3843360 W12049804	10/19/2008 12:12	Placerville	Rear Camera
6	6507	5GFN548		1	N3843714 W12048219	10/19/2008 11:45	Placerville	Front Left
7	6315	5GKY083		1	N3843720 W12048212	10/19/2008 11:38	Placerville	Front Right
8	6155	5GZD904		1	N3843698 W12048141	10/19/2008 11:19	Placerville	Rear Camera
9	6153	5GZD904		1	N3843702 W12048131	10/19/2008 11:19	Placerville	Front Left
10	6121	5GSJ507		2	N3843744 W12047832	10/19/2008 11:18	Placerville	Front Left
11	5714	50EE101		1	N12942722 W/12049207	10/10/2000 17:00	Olocopuillo	Front Loft

Repo Upload

The Repo Upload function allows the user to upload a list of plates and compare them to the current database of read plates.

Originally designed for vehicle repossession, companies would receive numerous plate lists from different banks and could easily check their BackOffice to see if they had read plates on that list in the past. If found they could then use the GPS location, combined with the map interface, as a starting point in recovering the newly listed vehicles.

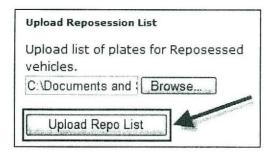
These methods easily translate to law enforcement needs. For example, after receiving an updated list of stolen vehicles, simply import that list into Repo Upload and compare your results. If you receive a match, note the locations and begin your investigation using the provided information.



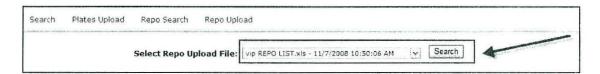
To use the Repo Upload function, begin by clicking Repo Upload from the main screen. Once in the Repo Upload section, click Browse to locate your latest list of license plates. With the desired file selected, click Upload Repo List and wait until the upload has successfully completed.



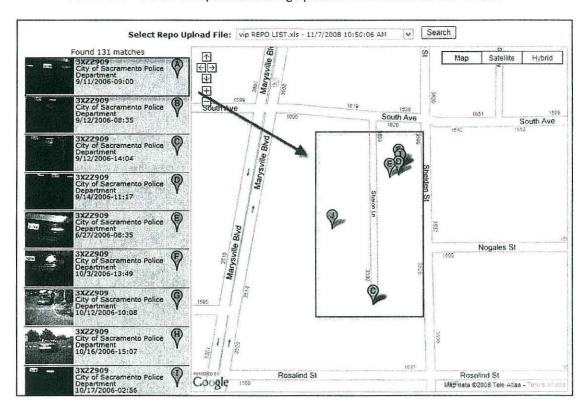
The list must be in Excel using .XLS format in which only the first column may contain license plates and that is all. See the example below.



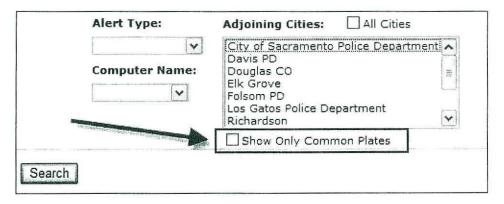
Once the completed, dialogue is displayed, click Repo Search and use the drop down box to select the most recently uploaded list and then click Search.



Now you may either click an image on the left column or click the actual point on the map to center the view on that point and bring up more information on the vehicle.



Show common plates from linked agencies



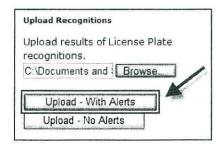
Checking this box will only show common plates from linked agencies in the search results.



Upload exports through web interface



The BackOffice upload interface allows users to upload exports easily from the PlateScan vehicle. To do so, log into the BackOffice, click Plates Upload, then under Upload Recognitions click Browse, locate and select the .XML file on your storage device, then click Upload – With Alerts.



The .XML files generate when using the PlateScan Export Recognitions function in your vehicle. You can transfer them to a media storage device or use wireless networking to move files throughout your network to the desired location.

Note: When uploading large quantities of exports, we recommend using the Plate Upload Utility. For instructions on how to set this up, please contact PlateScan technical support.

Terminology

Here are a few quick terms we frequently reference you may not be aware of.

Alert – When the PlateScan reads a plate and has a match from a database of plates you have loaded are looking for.

Alert Type – This list populates once you start acquiring alerts in your vehicle. If you have not received an alert to any outstanding plates, then that is why you will not see anything in the Alert Type drop down list yet.

Download – Transfer of hotlist files from the source server to the PlateScan vehicle.

Export – A file generated by PlateScan software containing all information acquired by the PlateScan system. This includes the date, time, plate read-out, plate patch image, vehicle overview image, GPS location, and vehicle ID.

GPS Location – The location your PlateScan system was at when it read the plate.

Hotlist – A simple text file containing a list of license plates PlateScan will recognize and immediately begin search for once implemented.

Plate - The license plate of a vehicle; sometimes referred to as a "tag" or "tags".

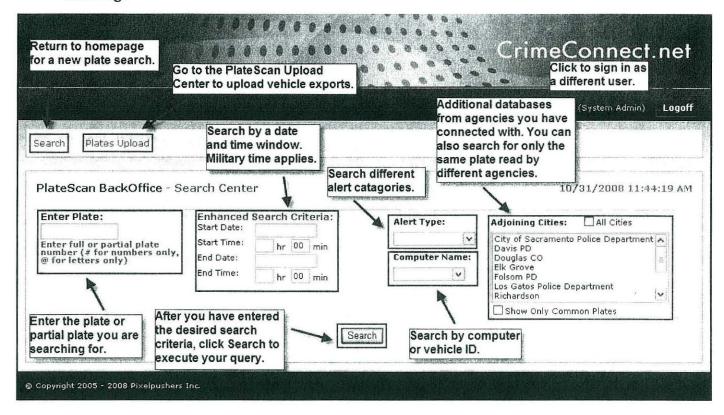
Read – A read is when the PlateScan vehicle successfully locates, deciphers, and checks all loaded databases to see if the plate is of interest. Every time a plate is read it creates a file which includes various data: date, time, GPS location, plate read outcome, alert (if returned), plate patch image, vehicle overview image, computer name, and vehicle ID.

Upload – Transfer of export files from the vehicle to the BackOffice server.

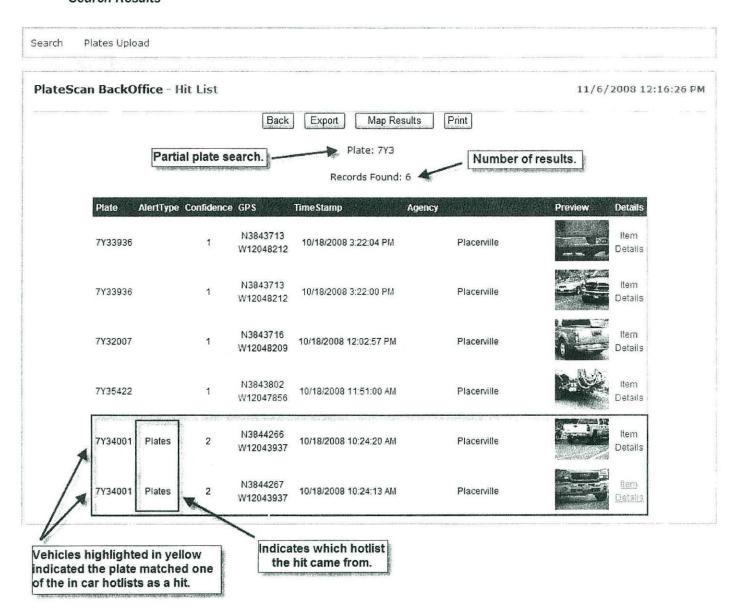


Appendix A: Interface with Detailed Callouts

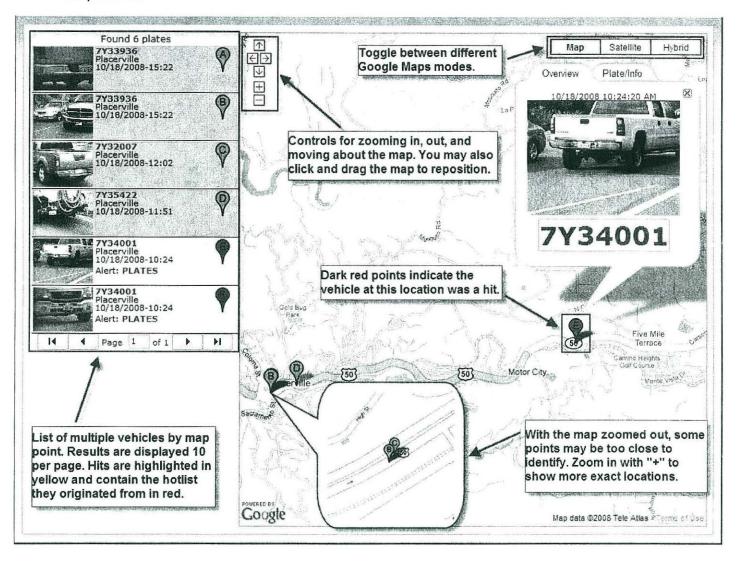
Main Page



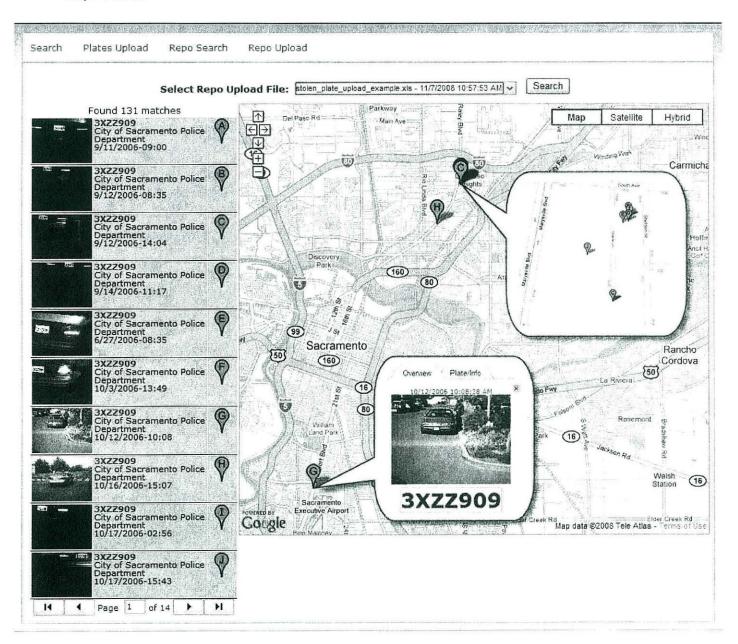
Search Results



Map Results



Repo Search





PlateScan User Guide Version 7.9

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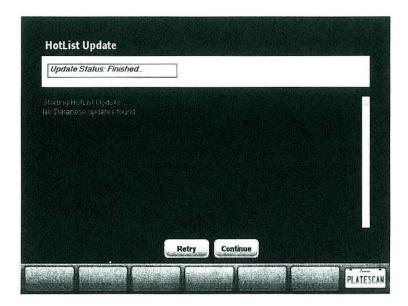
I. First Time

This section will describe the basics of getting started with Platescan and what it takes to begin reading license plates. When Platescan is finished loading, you will see a screen much like this.

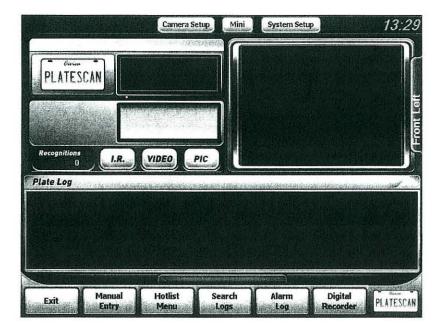


(Please Note: Each Agency / Department will have their own custom startup screen)

To begin using Platescan, click the **Start Of Watch** button, located in the bottom left corner. You will be brought to this screen.



Since it is your first time starting Platescan we can skip the HotList Update and just click **Continue**, which will bring us to the main interface. To learn more about Hotlist updates read section 4.b.



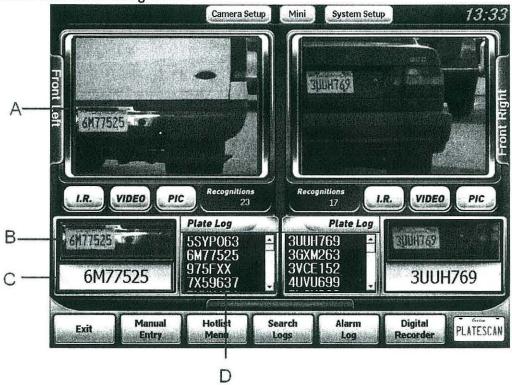
The picture above is the main screen. Now you are ready to start reading license plates. Section 3 will describe the buttons on the main screen and how to manipulate the interface.



2. Basic Usage

This section will quickly explain how license plate recognitions are handled by the system and displayed to the user.

Above is a screen shot of the Platescan interface when you first start it. Below is a screenshot of Platescan with some recognitions.



The major parts are labeled, and will be explained below.

- **A.** This is the overview image, it will provide a picture of the license plate, along with the car. Clicking on this will provide you with an enlarged view of the image, click on the image again to go back to the main interface.
- **B**. This is the recognition image, this is the picture that the actual license plate recognition happens from. Clicking on this will provide you with an enlarged view of the image, click on the image again to go back to the main interface.
- C. This is the recognition field, this is what the system read from the recognition image.
- **D**. This is the Plate Log, it will display all the plates read for that shift, clicking on a specific plate will bring up the appropriate overview and recognition image.

When a license plate is matched to a database, a new screen will take over the computer and verbally alert the user. For more information on alerts, see <u>section 5</u>.

PLATESCAN

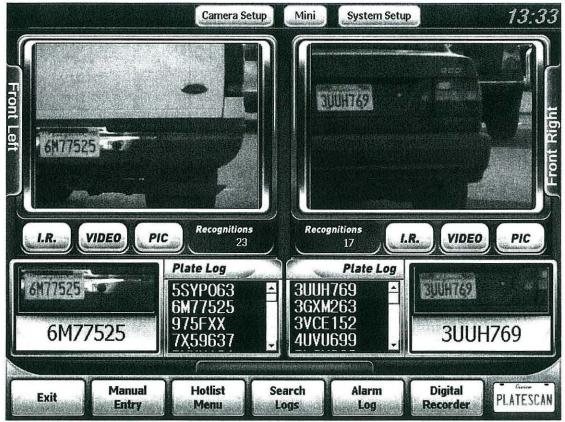
All recognitions and alerts are stored for later use and can also be searched for later; this is explained in detail in section 7.



3. Interface

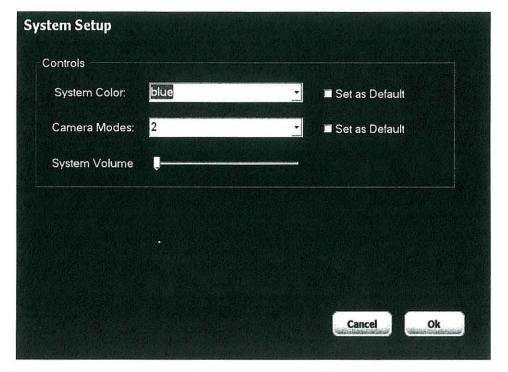
A. Button functions

There are a number of buttons on the main screen. This section will briefly explain the buttons and where you can find more in-depth explanations of their functions.



- Starting with the top of the interface, the Camera Setup button is used to calibrate the camera positions. It should only be used by Platescan technicians.
- The Mini button will minimize the program. You can run the Platescan program minimized the entire time. If an alert for a database match was to happen, that alert would take control of the screen, along with a verbal alert to notify the user, more information on alerts in section 5.
- The **System Setup** will bring you to the screen below.





Here you can change the interface color template. The number of cameras displayed on the main interface, and the volume at which alerts are played. If you want a system color or a camera mode to be used every time Platescan starts up, check the 'Set as Default' checkbox next to the appropriate option.

- The I.R. and Video buttons below the Camera display will give you a live feed of the cameras. If the camera is a color camera, the I.R. and Video buttons will do the same thing and show you a black and white video feed. If you are using a infrared camera, the I.R. button will show you a feed of the infrared display, the Video button will show you a black and white feed of that same camera. The Pic button located next to the I.R. and Video buttons will show you a snapshot of the vehicle and license plate when a license plate recognition occurs. This snapshot will update each time a new license plate is read. The Pic button is selected as the default option. *NOTE* viewing the I.R. or Video stream will put additional stress on the CPU. Unless actively viewing a camera stream, it is recommended to set the camera back to Pic. If you are viewing multiple video streams, your license plate recognitions might be delayed by a few seconds because of the additional CPU power needed to view multiple video streams.
- The bottom row of buttons begins with Exit. This will exit Platescan; it will show you this confirmation box.

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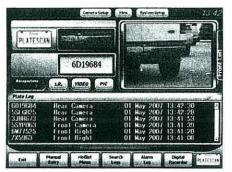


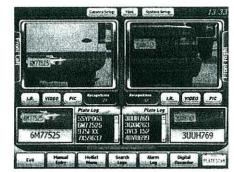
You can either **Cancel** and return to Platescan or you can click **No** and exit Platescan, additionally you can click **Yes** and export your plate recognitions to a XML file. For more on exporting plates, see <u>section 8</u>.

- Manual Entry allows the user to type in a license plate by hand. This can either be
 done to check that license plate against a Hotlist, or it can also be done to quickly add
 a license plate to a custom Hotlist. You can read more on custom Hotlists in section
 section 4.C, and manual entries in section 6.
- **Search Logs** allows you to search license plates that the system has previously read. You can either search for a specific plate, or a partial plate using '*' as a wild character. More on Search Logs in section 7.
- Alarm Log is very similar to Search Logs, but this will only display previous alerts from the current shift. More on this in section 7.
- Digital Recorder, with the appropriate DVR system, you can capture and save the video streams from the cameras.
- The Platescan button allows you to manipulate the number of cameras displayed on the main interface. More in depth information can be found in the <u>section below</u>, 3.B

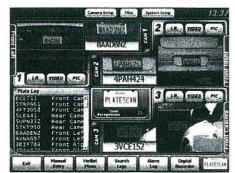
B. Interface Manipulation

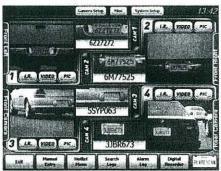
Each Platescan car is unique and can have anywhere from one to four cameras set up. Our interface can also support anywhere from one to four cameras. If you click on the **PLATESCAN** button in the lower right corner of the interface, it will cycle through the number of cameras in the interface. Below are screenshots of the one, two, and three camera layouts.











Our default layout for a four camera system is the two camera view. *NOTE* Even though only two cameras are shown on the interface, you will still get recognition and alerts from all four cameras, but it will group two cameras together on one screen and will share output. You can choose whatever number of cameras you are most comfortable with. In order for the program to start up with your preferred number of cameras on screen, you will have to set it as default in the System Setup, more on the System Setup can be found in section 3.A.

Another part of the interface is our SoftKeyboard, below is a screen shot.



Anytime a user interacts with a field that requires keyboard input, this SoftKeyboard will take control of the screen. The buttons are designed to easily interact with a touch screen, but if the user is more comfortable using the keyboard, then they can type with the keyboard the same way they would normally. The SoftKeyboard display goes away after clicking the Enter button, or the Enter key on the keyboard.

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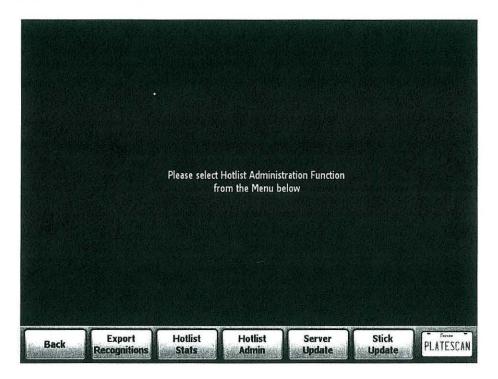


4. Hotlist

A. Basic Functions

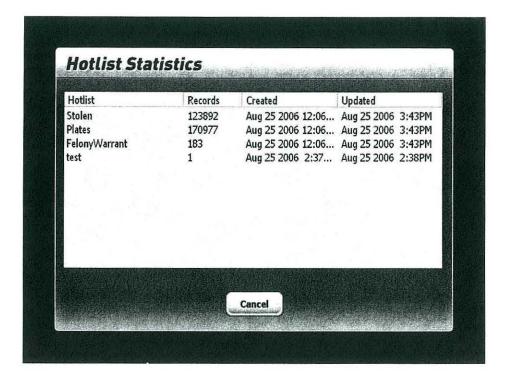
This section will briefly describe the Hotlist Menu and where you can get more information for each specific function.

Below is a screen shot showing the Hotlist Menu, this can be accessed by clicking the Hotlist Menu button on the main screen.



- Export Recognitions, this button will let you export previous recognitions to either a external device, such as a USB memory stick, or the hard drive. More on this in section 8.
- Hotlist Stats will bring you to the screen below. This screen will show you all current Hotlists in the system. It will show you the name of the Hotlist, how many license plate records are in each Hotlist, when the Hotlist was created, and when it was last Updated. You can check this screen after a Hotlist update to double check that everything updated correctly.





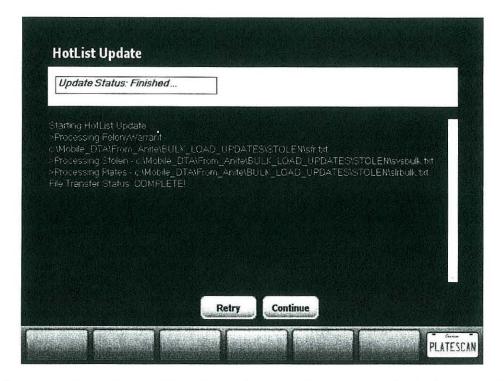
- Hotlist Admin is there to let you manage custom Hotlists. More on this in section 4.C
- Server Update button is a function that is in development and currently not active.
- **Stick Update** will let you update the Hotlists from a external file. More on this is in section <u>section 4.B</u>

B. Updating Hotlists

There are two ways to do a Hotlist update. The most common way is to have a new Hotlist plugged into the USB port before Platescan loads. After the initial loading of Platescan and after you click the **Start Of Watch** button, Platescan will automatically detect any Hotlists and update them.

In order to do a Hotlist update after Platescan has already been loaded, is to click the **Hotlist Menu** button on the main screen. Then clicking the **Stick Update** button will bring you to the same screen that you get after loading Platescan and clicking the **Start Of Watch** button.





You will see a similar screen, as seen above, after a Hotlist Update is finished, the actual text might vary. To finish the update click Continue, it might be a good idea to check the Hotlist Stats to make sure that everything was updated correctly. To do this, from the main Platescan screen, click Hotlist Menu, and then click on Hotlist Stats. The time and date of the Hotlist Update will be current if the Hotlists were updated.

C. Managing Hotlists

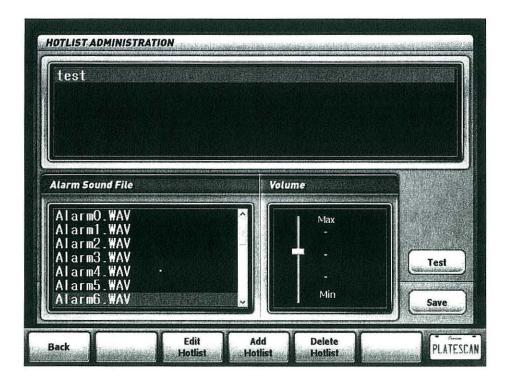
There are primary Hotlists which can not be edited directly by the user. The user can update them by using the Hotlist Update, but aside from that, the user can not directly add or delete any entries in the primary Hotlists.

The Hotlist Admin will allow you to create and delete custom Hotlists, add and delete full or partial license plates of interest, and also assign an alert sound to each custom Hotlist. If the license plate in a custom Hotlist gets a read, you will get a alert just like with other Hotlists.

To access the Hotlist Admin, on the main screen click the Hotlist Menu button, then the Hotlist Admin button. You will see the screen below.

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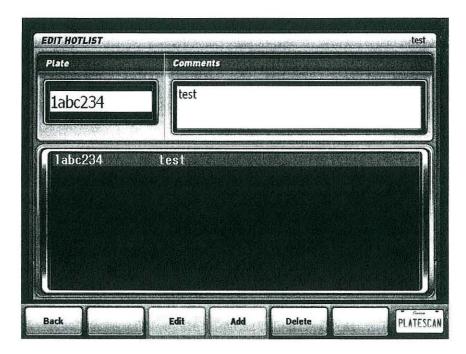
The top field displays all the custom Hotlists. In the screenshot above, there is one Hotlist named 'test'. There are a variety of alarm sounds which can be assigned to each custom Hotlist. You can click the **Test** button to hear the alarm and also change the volume. Once satisfied with the volume and alarm sound, click Save. The alarm sound and volume are now saved to that particular Hotlist.

The buttons on the bottom row are Add Hotlist, which will give you a simple prompt for a Hotlist name. That is all it takes to create a new Hotlist.

Deleting a Hotlist is just as simple. Select the desired Hotlist and click the Delete Hotlist button. You will get a confirmation dialog at which stage the Hotlist will be deleted.

The **Edit Hotlist** button will allow you to add license plates to your custom Hotlists. Select the desired Hotlist and click the Edit Hotlist button, you will be brought to the screen below.



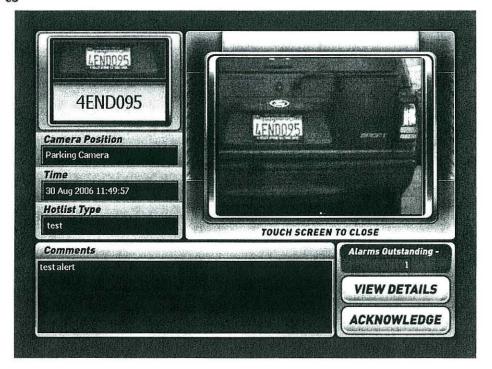


In order to add a license plate, first fill out the plate field, then the comments field and click **Add**. If you want to add a partial plate, you can use the '*' character as a wildcard. Example: 5* would return any plate that begins with 5 and has any characters, no matter how many or few after the 5. IAB3*5 will match any plate that begins in IAB3, has any character or characters after that and then ends in a 5.

In order to edit a plate, select the already added plate, and click the **Edit** button. To delete a plate, select a plate you wish to delete and click **Delete**.



5. Alerts

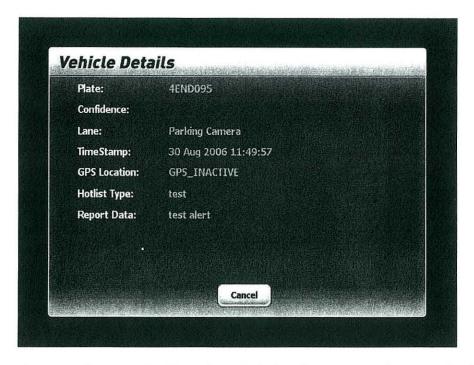


This is a screenshot of a Alert. Anytime a license plate is read and matches that of a license plate in a Hotlist, you will get a full screen alert that will take over the screen until the 'Acknowledge' button is clicked. Along with the full screen alert, a verbal alert is also announced, for example. "Stolen Vehicle, Parking Camera." There are two parts to this verbal alert, the first part is the Hotlist alert sound. For custom Hotlists this will just be a random sound selected by the creator of the Hotlist, for the built in Hotlists, it will say Stolen Plate, Stole Vehicle, or Felony Warrant. The second part is which camera the license plate was picked up from. Front Left, Front Right, Parking Camera, or Rear Left are the default cameras.

The major parts of the alert are, the overview image of the car, along with the recognition image of the license plate, and the recognition text for that image. The alert also displays which camera the recognition happened on, the time, which Hotlist the alert is from and any comments. Comments are mostly only used in custom Hotlists.

If you click the View Details button you will get the screen shown below.





This screen gives you the same details as the actual alert, but you can also view the GPS location if the vehicle is outfitted with GPS.

Alerts, along with recognitions are stored in a database. The alerts and recognitions database can be searched through at anytime. More on this in section 7.

6. Manual Entry

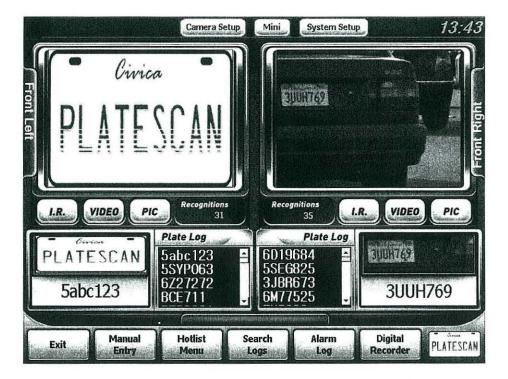
Manual Entry, found on the main screen, allows the user to manually enter a plate into the system to compare it to the Hotlists. You can also use this function to quickly add a plate of interest to a custom Hotlist. When clicking on the Manual Entry button, you will get the below screen.



Enter the plate, if you just want to compare the license plate to the plates in the Hotlists, do not check the 'Add to Custom Hotlist'. If you are using Manual Entry to quickly add a plate to a custom Hotlist, then check the option.



Below is a screen shot of a manual entry.



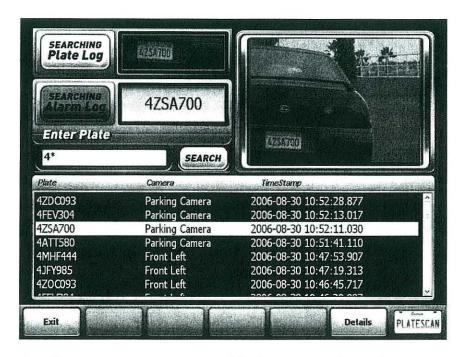
The major differences are, there won't be a corresponding overview and recognition image to go along with the manual entry, so it will display the Platescan logo. It will also state in the log details that the entry was manual and not an automatic recognition.

7. Logs

There are two log buttons on the main interface. **Search Logs**, and **Alarm Log**. They function very similar, with the exception that the **Search Logs** button will provide you with a searchable database of recognitions and alerts that the system picked up over time. The **Alarm Log** button will automatically display any alerts for the current shift.

This section will explain how to search through the Plate Logs, these same instructions can be used for the Alarm Logs, but you will need to click the **Searching Alarm Log** button. By default, the **Searching Plate Log** button is selected. Below is a screenshot of the Search Logs screen.





In the Enter Plate field, you can either enter a full plate, or use the '*' character as a wildcard. For instance 4* displayed every plate that began with 4. I*234 would return any plate that begins with 1, has any characters in the middle, and ends in 234.

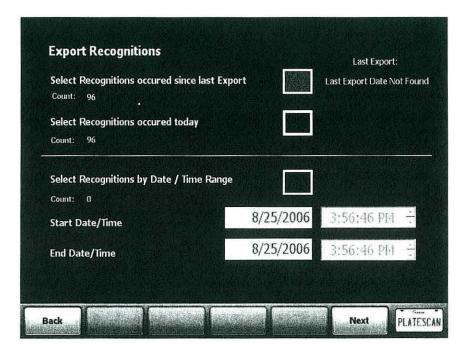
You can click on each plate entry to see the overview and recognition image of the license plate. You can also view the details, which will bring you to the screen below.





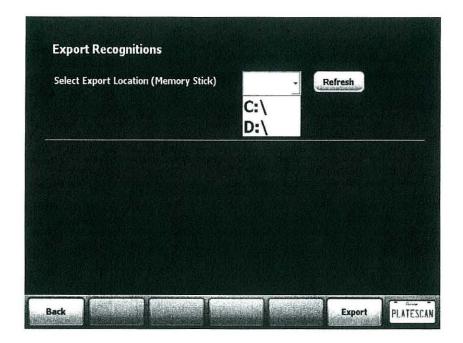
8. Exporting Data

Data is commonly exported onto an external device, such as a removable hard drive, or USB memory stick. There are two ways of exporting data. Either when you shut down Platescan, by pressing the Exit button on the main screen, (it will ask you whether you want to export your data before shutting down). Or you can click on the Hotlist Menu on the main screen and then click **Export recognitions**. Either way, you will be brought to the screen below.



Here you can see how many recognitions occurred for the shift, and also since the last export. You can export data from specific dates or times of date, or everything in the database. Clicking the Next button will bring you to the screen below.





Here you select which location you want to export the data too. The Refresh button will allow you to rescan for any external devices, such as USB drives that were added after Platescan was launched. Most commonly, C:\ is the local hard drive, and the last letter you see on your list is the external device. But each system is unique and you need to verify which drive letter is the source that you want to export to. Clicking the Export button will bring you to the screen below, once the export is finished.

			e diname
Select Export Location	(Memory Stick)	C:\ ✓ Set as Default	Refresh
Export Status: Completed	All Pacarde were even	erted	XXX SEVER
Export Status: Completed	. All Records were expe	rted.	

Verify that the file is in the location that you chose to export it to.

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is entered into as of this 23rd day of January, 2008 (the "Effective Date") by and between Pixelpushers, Inc. dba Civica Software, with offices at 20101 Birch Street, Suite 250, Newport Beach, California 92660 ("Civica") and The City of Plano, TX, with offices at 1520 Avenue K, Plano, TX 75074 ("Licensee").

RECITALS

- A. Civica is the owner of its proprietary PlateScan[©] software (along with all accompanying documentation, the "Software").
- **B.** Civica desires to grant to Licensee and Licensee desires to obtain from Civica a nonexclusive license to use the Software solely in accordance with the terms and on the conditions set forth in this Agreement.

AGREEMENT

THEREFORE, in consideration of the premises, agreements, covenants, representations and warranties herein contained, and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Civica and Licensee agree as follows:

1. LICENSES

- 1.1 Use of the Software. Subject to the terms and conditions of this Agreement, Civica hereby grants to Licensee a limited, non-exclusive and non-transferable right to use the Software in accordance with the limitations set forth this Agreement. Civica shall deliver the Software to Licensee in object code format on a date to be mutually agreed after the mutual execution of this Agreement. Without Civica's prior written consent, Licensee shall not be permitted to use the Software in any manner except in connection with Licensee's application identified in *Exhibit A* (the "Licensee Application").
- 1.2. Restrictions. Licensee shall not: (i) sublicense, transfer, lend, rent, assign, or otherwise convey the Software to any third party; (ii) create "Derivative Works" (as such term is defined in Section 6) of the Software; (iii) use the software for any purpose other than in connection with the Licensee Application as permitted hereunder; or (iv) copy the Software except as expressly authorized under this Agreement. In the event that Licensee desires to use the software for any application other than the Licensee Application, such use shall be subject to Civica's prior written consent in each instance, and shall be subject to the payment of an additional licensing fee to Civica in an amount to be determined by Civica at the time of Licensee's request

2. INTEGRATION/ADDITIONAL SERVICES.

Civica shall provide such reasonable assistance as is necessary to integrate the software to operate other than in the manner contemplated in the specifications attached hereto as *Exhibit A* (the "Specifications"). Any assistance provided by Civica beyond the scope of the Specifications at

any time, shall be subject to additional fees at a rate to be agreed upon when the request for assistance is made.

- 3. MODIFICATION OF SOFTWARE. In the event that Licensee modifies the object code of the Software in any manner or the method of installation, other than expressly permitted in the Specifications, all such modification shall be performed at Licensee's sole risk. As a matter of clarity, in the event of any modification of the Software by Licensee, (i) Civica shall have no liability for the failure of the Software to perform as intended, (ii) Civica shall have no obligation to render any support or assistance with the Software to correct such modification or improve the operability of the License Application, and (iii) all warrantees offered by Civica hereunder (or as may be required by law) shall be null and void.
- 4. SECURITY ACKNOWLEDGEMENT. Licensee acknowledges that Civica has neither responsibility for nor control of the communications lines used to access the Software because such lines are provided by Licensee or a third party provider, and that the security of transmissions to and from the Software is not the responsibility of Civica.

5. LICENSE FEES

5.1 Fees. In consideration of the rights granted in Section 1 above, Licensee shall pay to Civica the license fee (the "License Fee") identified in *Exhibit A*. All amounts payable hereunder by Licensee shall be payable in United States Dollars without deductions or charges of any kind. Checks shall be made payable to Civica and shall be forwarded to Civica at the following address:

Civica Software 20101 Birch Street, Suite 250, Newport Beach, CA 92660 Attention: Mark Kelly

5.2 **Payment Terms.** All payments shall be due within thirty (30) days of-completion of acceptance and testing and upon receipt of final invoice.

PROPRIETARY RIGHTS. 6. Civica and its successors, privies and assigns shall exclusively own all now known or hereafter existing rights of every kind and nature throughout the universe (including, but not limited to, all copyrights, patents, trademarks, trade names, service names. service marks, and design rights, and all renewals and extensions thereof,) in and to the Software and all related artwork, fonts, logos and designs (collectively, the "Civica Properties"). Further, Civica shall solely and exclusively own any "Derivative Works" created by Licensee or a third party from the use of either the object code or the source code of the Software. For purposes of this Agreement, "Derivative Work" shall be defined as set forth in the Copyright Law of the U.S., Title 17 U.S.C. § 101 et seq. Licensee shall not have or acquire any right, title, or interest in the Civica Properties, the Software (or any Derivative Works thereof) or such other materials provided by Civica under any circumstances whatsoever. Licensee shall, and shall cause any parties acting under it in relation to this Agreement, to execute any and all documents and do such other acts requested at any time by Civica as may be required to evidence, confirm and/or further effect Civica's ownership of the Civica Properties pursuant to this Agreement.

7. CONFIDENTIALITY

- 7.1 Defined. By virtue of this Agreement, Licensee may have access to information that is confidential to Civica ("Confidential Information"). Confidential Information shall include but not be limited to the Software performance and operation, algorithms, formulas, methods, know-how, processes, designs, new products under development by Civica, developmental work, prospective customer names, the terms and pricing under this Agreement, and all information clearly identified in writing at the time of disclosure as confidential.
- 7.2 Exceptions. Confidential Information shall not include information that (a) is or becomes a part of the public domain through no wrongful act or omission of Licensee; (b) was in Licensee's lawful possession prior to the disclosure and had not been obtained by Licensee either directly or indirectly from Civica; (c) is lawfully disclosed to Licensee by a third party without restriction on disclosure; or (d) is independently developed by Licensee without reference to the Confidential Information.
- 7.3 Use and Nondisclosure. Licensee agrees to hold Civica's Confidential Information in confidence during the term of this Agreement and for a period of five years after termination of this Agreement. Licensee agrees not to make the Confidential Information available in any form to any third party or to use the Confidential Information for any purpose other than the implementation of this Agreement, with the exception that Licensee may disclose Confidential Information if required by law, requirement or order; provided, that Licensee will promptly

notify the Civica of such request and cooperate with Civica in its efforts to contest such request, requirement or order or to obtain confidential treatment of such Confidential Information. Licensee agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

8. WARRANTIES

- Warranty for the Software. 8.1 Civica warrants to Licensee that the Software actually licensed for use by Licensee shall substantially perform the functions described in the Specifications for one (1) year from date of first use. If the Software does not conform to the foregoing warranty, Civica shall, as Civica's sole and exclusive obligation and at its option, repair or replace the relevant Software or refund to Licensee a prorated portion of the the relevant License Fee paid for Software. NOTWITHSTANDING THE FOREGOING, CIVICA DOES NOT WARRANT THAT LICENSEE'S USE OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR-FREE.
- 8.2 Disclaimers. The above warranties of Section 8.1 do not cover the results of accident, abuse, neglect, improper testing, or vandalism caused by anyone other than Civica or Civica's authorized agents, acts of God, use contrary to the applicable specifications or instructions, or repair or modification to the Software by anyone other than Civica or Civica's authorized agents. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8, CIVICA FURNISHES. AND LICENSEE ACCEPTS. SOFTWARE "AS IS," WITH NO WARRANTY. EXPRESS OR IMPLIED, AND THERE ARE EXPRESSLY EXCLUDED THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF CONDUCT OR DEALING. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF CIVICA ARISING OUT OF, OR IN CONNECTION WITH, ANY SOFTWARE SUPPLIED UNDER THIS AGREEMENT. TO THE EXTENT THAT CIVICA MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED APPLICABLE LAW. UNDER LICENSEE ACKNOWLEDGES THAT THE **FOREGOING** A MATERIAL FACTOR IN DISCLAIMER IS DETERMINING THE AMOUNT OF THE LICENSE FEE PAID HEREUNDER.

9. TERM AND TERMINATION

9.1 Term. The term of Licensee's right to use the Software in accordance with the provisions of this Agreement shall commence on the Effective Date and shall

continue in perpetuity unless the Agreement is terminated in accordance with the provision of Section 9.2 below.

- 9.2 Termination for Breach. Civica shall have the right to immediately terminate this Agreement if Licensee breaches any material term of this Agreement and fails to correct the breach within thirty (30) days following written notice from Civica specifying the breach. Notwithstanding the foregoing, Licensee's breach of Sections 1.1, 1.2 or 7 shall constitute a non-curable breach of this Agreement, and Civica may terminate this Agreement following thirty (30) days notice of such breach to Licensee.
- 9.3 Rights and Obligations Upon Termination. Upon termination this Agreement, all licenses granted hereunder shall immediately terminate and Licensee shall make no further use of Software, equipment, property, materials or other items (or any copies thereof) belonging to Civica and provided in connection with this Agreement. Upon termination of this Agreement, Licensee shall promptly pay Civica any amounts owed.
- 10. INDEMNIFICATION. Licensee shall, to the extent provided by law without waiving any rights, defenses or immunities available to it under the Texas Tort Claims Act, at its own expense, defend, indemnify and hold Civica and its affiliates, officers, directors, employees, agents and contractors harmless from (a) any breach of Licensee's obligations under Sections 1.1, 1.2, 6 and 7, and/or (b) from any claim or suit arising from any use of the Software in any manner that is not expressly permitted hereunder.
- 11. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF USE OF THE SOFTWARE OR ANY COMPONENT THEREOF, BUSINESS INTERRUPTION, OR COST OF **SUBSTITUTED** FACILITIES, **EQUIPMENT** SERVICES, OR OTHER ECONOMIC LOSS ARISING OUT OF BREACH BY THE OTHER PARTY OF ANY OF REPRESENTATIONS, WARRANTIES AGREEMENTS CONTAINED IN THIS AGREEMENT. WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WHETHER OR NOT ANY LIMITED REMEDY FAILED OF ITS ESSENTIAL PURPOSE, AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL CIVICA'S AGGREGATE LIABILITY TO LICENSEE. AND ANY OTHER THIRD PARTY. EXCEED THE AMOUNT ACTUALLY PAID TO CIVICA UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE CLAIM OR ACTION, REGARDLESS OF THE FORM OF CLAIM OR ACTION. UNLESS DAMAGES ARE THE RESULT OF GROSS

NEGLIGENCE OR INTENTIONAL MISCONDUCT.

U.S. GOVERNMENT RESTRICTED RIGHTS If Licensee is acquiring the Software on behalf of any unit or agency of the United States Government, the following provisions apply. The Software constitutes a "commercial item," as that term is defined at Federal Acquisition Regulation (FAR) 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR 12.212 (Sept. 1995), and is provided to the U.S. Government only as commercial software (with "Restricted Rights," if applicable). Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement and as provided in 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 52.227-14 (ALT III), as applicable.

13. GENERAL

- 13.1 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, electrical or other shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause beyond the reasonable control of such party.
- 13.2 Independent Contractors. Nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties.
- 13.3 Governing Law. This Agreement shall be governed by the laws of the State of Texas, and both Licensee and Civica consent to jurisdiction and venue in the state and federal courts sitting in the State of Texas and in particular, within Collin County, Texas.
- 13.4 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- 13.5 Modification and Waiver. No modification to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
 - 13.6 Notices. All notices required or permitted

under this Agreement will be in writing and delivered by confirmed facsimile transmission, by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth above or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices under this Agreement by giving written notice to the other party.

> 13.7 Assignment. Licensee shall not be

permitted to assign or otherwise transfer this Agreement intentionally or by operation of law or otherwise, in whole or in part, without the prior written consent of Civica.

Entire Agreement. This Agreement and the Exhibit(s) attached hereto constitute the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersede any prior agreements between the parties with respect to such subject matter.

LICENSEE:

The City of Plano, TX

By: Stern Ouskin

Name: GREGORY W. RUSHIN

Title: Police Chief

PIXELPUSHERS, INC dba CIVICA-SOFTWARE

By:

Name:

Mark W.J. Kelly

Title:

President & C.T.O

D AS TO FORM:

Diane C. Wetherbee, City Attorney

EXHIBIT A Licensee Application/Fees/Limitation on Use

1.	Licensee:	City of Plano, TX	
2.	Brief description of Licensee Application:	PlateScan automatic license plate recognition system	
		CrimeConnect data analysis system (no limitation on	users)
3.	License Fee:	Dollars (\$)	
4	Specifications		

EXHIBIT B

AFFIDAVIT OF NO PROHIBITED INTEREST

	the City of Plano and who has a financial interest, directly or indirectly, in the materials, supplies or service. As per Section	acto tere e sa on 1	that no person or officer of $\widehat{\Gamma}$ r") is either employed by the City of Plano or i est, direct or indirect, in any contract with the ale to the City of Plano of any land, or rights of 1.02 of the Plano City Charter, interest representations if the ownership amounts to less that	is an elected official of City of Plano or has a or interest in any land, ented by ownership of		
	I further understand and acknowledge that this contract will render the contract voidable		e existence of a prohibited interest at any tin	ne during the term of		
	В	ýy:	PIXELPUSIDES INC DRA CIVICA Name of Contractor Signature MILA KELLY Print Name IREFERCE Title Jan 30 th 08 Date			
	STATE OF § COUNTY OF §					
SUBSCRIBED AND SWORN TO before me this day of						
, 2008.						
3	State of California, County of Orange Subscribed and sworn to (or affirmed) before me on this Orange Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Sun Mi Lee	C	Notary SUN MI LEE COMM. #1758188 Motary Public-California ORANGE COUNTY My Comm. Exp. July 21, 2011			

INTERLOCAL AGREEMENT FOR SHARING OF LAW ENFORCEMENT DATA

THE STATE OF TEXAS

8

COUNTY OF COLLIN

KNOWN ALL BY THESE PRESENTS:

This Interlocal Agreement (the "Agreement") is made and entered into by and between the City of Plano, Texas, hereinafter referred to as "CITY," acting by and through its duly authorized City Manager, and Collin County through its Department of Homeland Security, hereinafter referred to as "COUNTY," acting by and through its duly authorized by the County Judge, each referred to separately as a "party" and collectively as the "parties."

WITNESSETH:

- WHEREAS, the Texas State Legislature has authorized the formulation of interlocal cooperating agreements between and among governmental entities; and
- WHEREAS, this Interlocal Contract is made under the authority granted by and pursuant to Chapter 791 of the Texas Government Code which authorizes CITY and COUNTY to enter into this agreement for purposes of achieving mutual governmental functions; and
- WHEREAS, CITY and COUNTY desire to share Law Enforcement data between each other, specifically the law enforcement data shall include but not be limited to records management system, computer aided dispatch system, arrest records, gang records, and offense reports, utilizing a web based North Central Texas Fusion System ("NCTFS"); and
- **WHEREAS**, the governing bodies of CITY and COUNTY further find that the performance of this contract is in the common interest of both parties.

NOW THEREFORE,

IN CONSIDERATION of the mutual promises and agreements contained herein, the parties do hereby agrees as follows:

T.

PURPOSE / SCOPE

The purpose of this Agreement is to establish a timely law enforcement interjurisdictional information sharing program to address critical CITY and COUNTY information needed to protect CITY and COUNTY residents. This Agreement will provide for the following:

- CITY and COUNTY inter-agency technology application coordination
- Inter-jurisdictional sharing of law enforcement information and related data sets pertaining to public safety
- Develop a timely operational information sharing model which will create effective and efficient data sharing and at the same time conserve CITY and COUNTY resources
- CITY law enforcement data shall include but not be limited to, records management system, computer aided dispatch system, arrest records, gang records, and offense reports, hereafter "City Information"
- The information shared between the parties will be handled in accordance with the "Criminal Intelligence Systems Operating Policies," 28 CFR Part 23, U.S. Executive Order 12291, which is incorporated herein by reference and made a part of this Agreement
- This Agreement does not require any funding, hiring of additional personnel, property acquisition, or ancillary costs to either party

II.

CITY'S RESPONSIBILITY

CITY will provide COUNTY with CITY Information to the North Central Texas Fusion System via secure electronic transfer. CITY shall have sole discretion to determine which City Information is provided for use with the NCTFS. CITY shall not disclose any COUNTY information obtained pursuant to this Agreement unless such disclosure is required by law, rule, regulation or court order.

III.

COUNTY'S RESPONSIBILITY

COUNTY shall allow CITY to have access to the NCTFS and all related databases for all purposes incident to this Agreement. COUNTY shall not disclose any City Information obtained pursuant to this Agreement unless such disclosure is required by law, rule, regulation or court order. COUNTY shall maintain the NCTFS system and database, and shall take any and all action necessary to maintain City Information so as not to compromise the integrity or the security of the information being transmitted. COUNTY further agrees that if there is a breach,

or a suspected breach, of the NCTFS system or any connected databases which comprise City Information, COUNTY shall immediately notify the CITY of such breach and take all necessary steps to prevent any further unauthorized disclosure of City Information.

IV.

TERMINATION

Either party to this Agreement may terminate this Agreement on thirty (30) days written notice to the other party.

V.

IMMUNITY

It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VI.

SUCCESSORS AND ASSIGNS

Neither CITY nor COUNTY will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of the other party.

VII.

VENUE

The parties to this Agreement agree and covenant that this Agreement will be enforceable in CITY; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in COUNTY.

VIII.

REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

IX.

SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

X.

APPLICABLE LAW

This Agreement is entered into subject to the Interlocal Cooperation Act, the governing charters and or ordinances of CITY and COUNTY, as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable Texas and Federal law. Situs of this Agreement is agreed to be Collin County, Texas, for all purposes including performance and execution.

XI.

ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

XII.

AUTHORIZATION

The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions or actions extending such authority have been duly passed and are now in full force and effect.

XII.

RELATIONSHIP OF THE PARTIES

It is expressly understood that the employees, methods, facilities and equipment of the CITY shall at all times be under its exclusive jurisdiction, direction and control. It is understood

that the employees, methods, facilities, and equipment of the COUNTY shall at all times be under its exclusive jurisdiction, direction and control.

XIII.

SOVEREIGN IMMUNITY

The parties acknowledge that neither party has waived its sovereign immunity by entering into this Agreement.

EXECUTED on this the 13 day of 7 .	Jay , 2008.
CITY OF PLANO:	ATTEST:
By: Home H Wholelandel City Manager	By: Dane Lucci
Date: 5/13/08	
APPROVED AS TO FORM:	
By: John & Alliani	
COLLIN COUNTY:	ATTEST:
	By: Haley Store
By: Keith Self	Name: Kelley Stone
Title: Collin County Judge	Title: Chief, NCT Fusion System
Date: $\varphi/4/08$	