

NVLS License Plate Recognition (LPR) Database Server: Law Enforcement Agency User Agreement

This Agreement is valid and considered to be binding only upon those NVLS users wherein such user and/or such user's employer has not executed a specific agreement with Vigilant Video which governs their behavior while utilizing the LEARN-NVLS LPR Database Server relative to an agreed server Acceptable Use Policy.

"You agree" you have provided your full consent to this Agreement ("Agreement") which contains the complete terms and conditions that apply to your user account and governs use of any and all data that is shared with you by others (such as private LPR data scan records within the server's database) which you may have been granted access to upon the LEARN-NVLS LPR Database Server (LEARN-NVLS) via NVLS Tier-II data access program. The purpose of this Agreement is to facilitate and memorialize the terms and conditions which will govern use of data. Please note that throughout this Agreement, "we," "us," and "our" will mean LEARN-NVLS, and "you," "your," and "yours" will mean your NVLS user account. You expressly agree to abide by all the NVLS data use terms and conditions outlined below.

1. RECITALS

1.1. Whereas, Vigilant Video, Inc. (hereinafter, "NVLS") is a Delaware corporation that does business throughout the United States and administers connections to the nationwide LEARN-NVLS server.

1.2. Whereas, NVLS represents that it is a legal entity, authorized to do business in the state(s) in which it conducts business. NVLS represents that it is in the business of or desires to be in the business of gathering license plate and/or vehicle location data for purposes of assuring public safety and/or site security.

1.3. Whereas, NVLS and National Vehicle Service (NVS), NFPC (NVS – ORI identifier (b)(7)e), via Project Code NVLS – [National Vehicle Location Service], may store and disseminate to law enforcement agencies publicly and privately gathered LPR data. The purpose of the project is to provide a common database and a web-based user interface to allow coordination with Federal, State, and Local Law Enforcement Agencies in the US and Canada to have access to certain public and privately collected LPR scan data.

1.4. Whereas, a dedicated LEARN-NVLS server exists in a class-I data facility in Virginia. NVS provides services to Law Enforcement and other Government Agencies, and has the aforementioned dedicated LEARN-NVLS server connected to (b)(7)e for the limited purposes for which NVS is granted access.

1.5. Whereas, all data received, uploaded and shared within the NVLS is placed within a physical environment secured by the same security apparatus required by the (b)(7)e Security Policies.

2. DEFINITIONS

2.1. LEARN-NVLS LPR Database – Refers to a physical database server that hosts LPR data records acquired nationally for purposes of dissemination to local, state, federal and governmental Law Enforcement Agencies (LEA) by method of LEARN and NVLS account users – this database otherwise known as the National LPR Database for Law Enforcement only.

2.2. NVLS Program - Refers to the available software, support, and services provided by NVLS to those users who have entered into this Agreement with NVLS.

2.3. User - Refers to any individual or legal entity that enters into this NVLS Agreement. The term "User" herein, includes the entity, its owners, partners, employer or shareholders affiliated with such individual who executes this Agreement, as well as any other entity, employer or organization which is owned in whole or in part by any of the owners, shareholders, employer, partners or principals of such user that executes this Agreement.

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

2.5. LEARN - Refers to the Vigilant Video Law Enforcement Archive and Reporting Network LPR server software and apparatus.

2.6. LPR Kits - Refers to the package of electronic hardware (b)(7)e

2.7. Confidential Information - Refers to all data, information, user interfaces, business strategies, business processes, software technology, software processes, user or customer lists, and calculations of NVLS.

3. VALID LAW ENFORCEMENT USERS AND DATA DISTRIBUTION

3.1. Eligibility - NVLS will only knowingly provide access to the NVLS Program to parties that can lawfully enter into and form contracts under applicable law. Additionally, NVLS will not knowingly enter into this Agreement with entities who are not later determined by NVLS to be among a group of appropriate users of NVLS and the data contained therein (e.g., a valid Law Enforcement Agency granted an ORI designator is one example of an appropriate user) based upon the then current verification process of NVLS to evaluate applicants desiring to execute this Agreement.

3.2. Account Security - You will be issued an <http://nvls-lpr.com/nvls/> username and password (one per user account) after this agreement has been successfully executed and you have been verified as a genuine NVLS user or applicant. You will be responsible for keeping username and password credentials confidential and prevent all use of username and password credentials by any unauthorized person(s). You must notify NVLS immediately if you believe your password has been, or may have been obtained or used by any unauthorized person(s) or entity. In addition, you must notify NVLS immediately if you become aware of any other breach or attempted breach of the security of your Account, NVLS's online resources or the NVLS Program.

3.3. Data Sharing - You agree to share your LPR data with similarly situated users who have executed this Agreement (for example, law enforcement users can share LPR data scans with other law enforcement users.) Additionally, the nature of your user account may allow for you to gain access to certain privately obtained LPR data that 1) you have been granted access to and 2) which also exists within the LEARN-NVLS server. You agree that your user may receive LPR 'Hit' data reports whereupon your Hot-List license plates are seen to match with LPR data scans within your jurisdiction (or otherwise specified in writing) whereby such scan data exists and is made available to NVLS account users. You also agree that LPR hit data reports based on matches to your Hot-List records (if you have uploaded any such Hot-List records to NVLS) which are out of your jurisdiction (or other agreed territory) are subject to being communicated via NVLS to law enforcement agencies with the appropriate jurisdiction in proximity to the GPS coordinates of the LPR data scan record.

4. OBLIGATIONS OF USER

4.1. Non Disclosure of Confidential Information. Each User will, or may, be privy to Confidential Information. User acknowledges that a large part of the NVLS value to users comes from the collection and analysis of this Confidential Information and disclosure of any such Confidential Information by any user to unauthorized entities would cause irreparable damage to NVLS. As a result of the sensitive nature of the Confidential Information, User agrees not to disclose, directly or indirectly, any information obtained or garnered as a result of its' user status within NVLS to any third party except to the extent necessary to complete the obligations under this Agreement.

THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT AND PROHIBITIONS AGAINST DISCLOSURE OF CONFIDENTIAL INFORMATION ARE FOR AN INDEFINITE PERIOD OF TIME.

4.2. Prohibition against Selling of Vehicle Location Information (e.g., LPR data) - As a User, you are prohibited from selling any NVLS data or providing access rights to view such data to any third party.

4.3. You must use your account in a manner that demonstrates integrity, honesty, common sense and respect for the rights of NVLS and other users of NVLS. You must comply with any data usage guidelines set forth or adopted by NVLS.

4.4. User warrants and represents the following: You, or if you are a company, are duly organized, validly existing and in good standing, and are qualified and/or licensed to do business in all jurisdictions to the extent necessary to carry out your obligations under this Agreement;

5. PROHIBITIONS OF DISCLOSURE BY USER

5.1. You shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to NVLS or this Agreement without first submitting the material to NVLS and receiving written consent from NVLS. This prohibition is specifically intended to prohibit users from cooperating with any media outlet to bring attention to NVLS. If you breach this provision NVLS may terminate this Agreement immediately upon notice to you.

6. ADDITIONAL TERMS

7.1. Grant of Licenses. During the term of this Agreement, we grant to you a non-exclusive, non-transferable right and license to (i) access the NVLS site solely in accordance with the terms and for the purposes of this Agreement and (ii) use NVLS logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you. You may not alter, modify or change the Licensed Materials in any way and you are only entitled to use the Licensed Materials during such time as you are a USER. This license will terminate immediately upon termination of this Agreement.

7.2. USER agrees not to use proprietary materials or information in any manner that is disparaging. This prohibition is specifically intended to preclude USER from cooperating or otherwise agreeing to allow photographs or screenshots to be taken by any member of the media without the express consent of NVLS. USER also agrees not to voluntarily provide ANY information, including interviews, related to NVLS, its products or its services to any member of the media without the express written consent of NVLS.

7.3. Term of this Agreement. Subject to the Automatic Termination Clause set forth in Section 8.5 below, this Agreement shall be for a term of one (1) year and shall renew automatically for successive one (1) year terms, unless either party gives written notice of termination for Cause no less than 30 days prior to the end of the term.

7.4. Termination. This Agreement shall not be prematurely terminated unless either party breaches this Agreement and such breach remains uncured for 30 days after receiving written notice of such breach.

7.5. NVLS may modify any of the terms and conditions in this Agreement, at any time. You will be notified of any modification. Modifications may include, but are not limited to, USER rules and policies. If any modification or change is unacceptable, you may terminate this Agreement. Your continued participation as a USER following the receipt of notice of the change or new agreement will indicate and constitute your acceptance of the changes, modifications or new agreement.

7.6. Disclaimer. NVLS makes no express or implied representations or warranties regarding NVLS related equipment, website, online utilities or their performance, availability, functionality. Any implied warranties of merchantability, fitness for a particular purpose are expressly disclaimed and excluded.

7.7. Limitations of Liability. NVLS WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF BUSINESS). IN NO EVENT WILL THE COMPANY'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED \$10,000.00.

7.8. Indemnification. You agree to indemnify, defend and hold harmless NVLS and their employees, representatives, agents, officers, directors, and corporate employees (each, an "Indemnified Party"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim (i) resulting from your breach of this Agreement, (ii) that involves any vehicle owned or operated by you, (iii) or any employee or independent contractor hired by you or (iv) any and all claims based on your actions or omissions. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Party in connection with or arising from any such claim, suit, action, or proceeding.

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

7.10. Assignment of this Agreement. You may not assign your rights or obligations under this Agreement to any party, without the express written consent of NVLS which will not be unreasonably withheld.

7.11. You understand that NVLS may at any time, directly or indirectly, engage in similar arrangements on terms that may differ from those contained in this Agreement with other parties, including parties which may conduct operations in your geographic area. NVLS reserves the right to provide vehicle location data to appropriate third party entities for purposes of promotions, marketing, business development or any other commercially reasonable reason that NVLS deems necessary and supports the continued growth of the NVLS network of LPR information.

7.12. You represent that you have independently evaluated this Agreement and are not relying on any representation, guarantee, or statement from NVLS or anyone else, other than as expressly set forth in this Agreement.

7.13. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO THE CONFLICTS OF LAWS AND/OR PRINCIPLES. YOU CONSENT TO THE EXCLUSIVE JURISDICTION IN THE STATE AND/OR FEDERAL COURTS LOCATED IN TARRANT COUNTY, TEXAS, IN ANY DISPUTE INVOLVING THIS AGREEMENT.

7.14. Except as otherwise permitted by this Agreement, no amendment to this Agreement or waiver of any right or obligation created by this Agreement will be effective unless it is in writing and signed by both you and NVLS. Our waiver of any breach or default will not constitute a waiver of any different or subsequent breach or default.

7.15. This Agreement represents the entire agreement between us and you and supersedes all prior agreements and communications, oral or written between you and NVLS, its agents or representatives.

7.16. Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if

such failure or delay is due to fire, flood, earthquake, strike, power outage, blizzard, war (declared or undeclared), commercial impracticability, embargo, blockade, legal prohibition, governmental action, riot, insurrection, damage, destruction or any other cause beyond the reasonable control of such party.

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

7.18. All notices required by this Agreement shall be addressed to and mailed through the U.S. Postal service to the parties' addresses as set forth below. Additionally, the parties may agree at a later date to allow all such notices to be conducted in a different manner, including via e-mail or through electronic posting on a designated website.

YOU ARE AGREEING THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU AGREE TO BE LEGALLY RESPONSIBLE FOR EACH AND EVERY TERM AND CONDITION

Please address all inquiries and notices to:

Vigilant Video, NVLS Program Manager

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Livermore, CA 94551

925-398-2079