

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** August 3, 2021  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Gregory K. Allen, Chief of Police, El Paso Police Department, (915) 212-4300  
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** No. 2 - Set the Standard for a Safe and Secure City

**SUBGOAL:** 2.1- Maintain standing as one of the nation's top safest cities.

**SUBJECT:**

Discussion and action on the request that the City Manager be authorized to sign Service Agreements between the City of El Paso and Vigilant Solutions, LLC. the sole source provider of License Plate Recognition (LPR) data totaling an estimated amount of \$169,545.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of this contract will allow the Police Department to continue to have access to license plates data.

**BACKGROUND / DISCUSSION:**

This contract will provide the **El Paso Police Department** access to data gathered nationwide from commercial applications such as access control, tolling, asset recovery and more. The License Plate Recognition (LPR) provider offers over 6 billion nationwide detections, with over 150 million more added monthly. This subscription is critical to the mission of the **El Paso Police Department**.

**SELECTION SUMMARY:**

This is a sole source procurement.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

No protest received for this requirement.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$169,545.00

Funding Source: 321-21190-522150-1000- General Funds  
321-21230-522250-2710-P2104-GT2120FUS FUSION  
321-21210-522150-2680-P2104-GS2121MVC MVCPA

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES    NO**

PRIMARY DEPARTMENT: Police  
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

*A/C [Signature] for Chief Allen 7/23/2021*

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Chief Gregory Allen, El Paso Police Department

**COUNCIL PROJECT FORM  
(Sole Source)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR** agenda for the Council Meeting of **August 3, 2021**.

**Strategic Goal 2: Set the Standard for a Safe and Secure City**

The linkage to the Strategic Plan is subsection: 2.1 – Maintain standing as one of the nation’s top safest cities

**Award Summary:**

Discussion and action on the request that the City Manager be authorized to sign Service Agreements between the City of El Paso and Vigilant Solutions, LLC. the sole source provider of License Plate Recognition (LPR) data totaling an estimated amount of \$169,545.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of this contract will allow the Police Department to continue to have access to license plates data.

**Contract Variance:**

N/A

Department:	Police
Award to:	Vigilant Solutions, LLC Livermore, CA
Initial Term:	3 years
Total Estimated Award:	\$169,545.00 (3 years)
Account No.:	321-21190-522150-1000 321-21230-522250-2710-P2104-GT2120FUS FUSION 321-21210-522150-2680-P2104-GS2121MVC MVCPA
Funding Source:	General Funds, Fusion Fund and Auto theft Grant
Districts(s):	All
Sole Source No.:	2021-0918

This is a sole source, Service Contract.

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*



1152 Stealth Street  
Livermore, CA 94551

925.398.2079

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July 8, 2021

City of El Paso  
300 N. Campbell St.  
El Paso, TX 79901

To whom it may concern:

I am very happy that you are considering Vigilant Solutions as your provider, and I am pleased to present you with the following elements which should support a sole source justification for Vigilant Solutions' LEARN software-as-a-service offering consisting of the LEARN analytic software and LPR data gathered by Vigilant Solutions (Commercial Data).

- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative, known as the LEARN. LEARN consists of over 10.5 billion LPR scans, and is growing at a rate of over 175 million monthly scans. This data consists largely of Commercial Data harvested by Vigilant and made available for law enforcement consumption. This extensive LPR data set provides intangible value from an investigative perspective inside of the LEARN suite of applications.
- LEARN offers an exclusive application known as the Mapping Alert Service (MAS). MAS enables the Agency to leverage the data sharing initiative of LEARN to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.
- LEARN offers an exclusive application known as Stakeout that allows for a user to enter an address to see all "visits" to this location. Users may select visits and virtually "stakeout" a location, seeing all LPR scans collected by a driver on a given "visit".
- LEARN offers an exclusive reporting option in its Stakeout application allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.
- LEARN offers an exclusive query utility known as Associate Analysis. A query on a known plate can be sent for Associate Analysis to identify other vehicles commonly seen in close proximity to the suspect vehicle. This is very useful in identifying possible associates of a known suspect, or perhaps establishing a pattern of surveillance between a perpetrator and a victim.
- LEARN offers an unmatched query capability that includes the ability of a user to define a search geo-zone through simple drawing tools on a map interface. Available drawing tools include rectangles, circles, and custom polygons.

Vigilant Solutions offers an exclusive smartphone application known as the Mobile Companion. Available for both iPhone and Android devices, the Mobile Companion allows for an agency user to capture license plate images for checking against agency hotlists, contribute plate reads to NVLS, receive alerts on matches against agency hotlist, and also perform queries against all available LPR data (agency generated and Commercial Data). This is ideal for special events, bike rallies, and officers on foot patrol.

The above qualifications demonstrate why Vigilant Solutions' LEARN software-as-a-service is uniquely qualified to meet the needs of your agency. We look forward to serving you.

Best Regards,

*Lindsay Plummer*

Lindsay Plummer  
Renewals Manager  
(248) 878-1053





# PURCHASING & STRATEGIC SOURCING DEPARTMENT

## SOLE SOURCE AFFIDAVIT

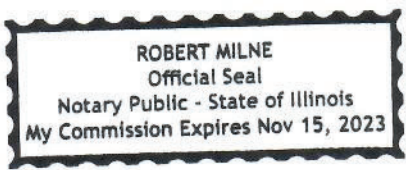
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is Elizabeth Heintzman. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Vigilant Solutions / Motorola
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s): Solution/LPR
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

[Signature]  
Signature

SUBSCRIBED AND SWORN to before me on this 8<sup>th</sup> day of July, 2021



[Signature]  
NOTARY PUBLIC  
Robert Milne  
PRINTED NAME  
11/15/23  
MY COMMISSION EXPIRES

COMPANY NAME: Vigilant Solutions  
 ADDRESS, CITY, STATE & ZIP CODE: 1152 Stealth Street Livermore, CA 94551  
 PHONE: 925-398-2079 FAX NUMBER: \_\_\_\_\_  
 CONTACT NAME AND TITLE: Elizabeth Heintzman  
 WEB ADDRESS: MotorolaSolutions.com EMAIL: Elizabeth.Heintzman@MotorolaSolutions.com  
 FEDERAL TAX ID NUMBER: 36-1115800 TEXAS SALES TAX NUMBER: \_\_\_\_\_



## Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_ by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and \_\_\_\_\_, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at \_\_\_\_\_ ("Affiliate").

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

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

**WHEREAS**, Vigilant stores and disseminates to law enforcement agencies publicly and commercially gathered license plate recognition (LPR) data and booking images as a valued added component of the Vigilant law enforcement package of software; and

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

**WHEREAS**, Affiliate desires to license from and receive service for the Software Products provided by Vigilant, and Affiliates desires to obtain access to Commercial Booking Images and Commercial LPR Data;

**WHEREAS**, the parties acknowledge that Affiliate is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Affiliate is entering into this Agreement as a governmental entity performing a governmental function; and

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

The Agreement supersedes any prior agreement between the parties with regard to the subject matter of this Agreement. Any prior agreement(s) between the parties relating to the subject matter of this Agreement are hereby terminated.

### I. Definitions:

**"Booking Images"** refers to both LEA Booking Images and Commercial Booking Images.

**"CJIS Security Policy"** means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

**"CLK"** or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or FaceAlert brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant



or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

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

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

**“Confidential Information”** Refers to any and all (i) rights of Vigilant associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights and mask works, trademark and trade name rights and similar rights, trade secrets rights, patents, designs, algorithms and other industrial property rights, other intellectual and industrial property and proprietary rights of every kind and nature, whether arising by operation of law, by contract or license, or otherwise; and all registrations, applications, renewals, extensions, combinations, divisions or reissues of the foregoing; (ii) product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, and past, current and planned research and development; (iii) current and planned manufacturing and distribution methods and processes, customer lists, current and anticipated customer requirements, price lists, market studies, and business plans; (iv) computer software and programs (including object code and source code), database technologies, systems, structures, architectures, processes, improvements, devices, discoveries, concepts, methods, and information of Vigilant; (v) any other information, however documented, of Vigilant that is a trade secret within the meaning of applicable state trade secret law or under other applicable law, including but not limited to the Software Service, the Commercial LPR Data and the Booking Images; (vi) information concerning the business and affairs of Vigilant (which includes historical financial statements, financial projections and budgets, historical and projected sales, capital spending budgets and plans, the names and backgrounds of key personnel, contractors, agents, suppliers and potential suppliers, personnel training techniques and materials, and purchasing methods and techniques, however documented; and (vii) notes, analysis, compilations, studies, summaries and other material prepared by or for Vigilant containing or based, in whole or in part, upon any information included in the foregoing.

**“Criminal Justice Information Services Division” or “CJIS”** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

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

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

**“LEA”** Refers to a law enforcement agency.

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



**“LEA LPR Data”** refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

**“License Plate Recognition (“LPR”)** Refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

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

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

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

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

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

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

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

## **II. Enterprise License Grant; Duplication and Distribution Rights:**

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



### III. Term; Termination.

A. Term. The initial term of this Agreement is for three (3) years beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

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

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

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

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims



all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

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

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

#### **V. Software Support, Warranty and Maintenance.**

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

#### **VI. Camera License Keys (CLKs).**

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

#### **VII. Ownership of Software.**

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



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

**VIII. Data Sharing, Access and Security.**

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

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

**IX. Ownership and use of Data.**

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

**(a) Restrictions on Use of Software Service.** Except as expressly permitted under this Agreement, Affiliate agrees that it shall not, nor will it permit a User or any other party to, without the prior written consent of Vigilant, (i) copy, duplicate or grant permission to the Software Service or any part thereof; (ii) create, attempt to create, or grant permission to the source program and/or object program associated with the Software Service; (iii) decompile, disassemble or reverse engineer any software component of the Software Service for any reason, including, without limitation, to develop functionally similar computer software or services; or (iv) modify, alter or delete any of the copyright notices embedded in or affixed to the copies of any components of the Software Service. Affiliate shall instruct each User to comply with the preceding restrictions.

**(b) Third Party Software and Data.** If and to the extent that Vigilant incorporates the software and/or data of any third party into the Software Service, including but not limited to the LEA LPR Data, and use of such third party software and/or data is not subject to the terms of a license agreement directly between Affiliate and the third party licensor, the license of Affiliate to such third party software and/or data shall be defined and limited by the license granted to Vigilant by such third party and the license to the Software Service granted by Vigilant under this Agreement. Affiliate specifically acknowledges that the licensors of such third party software and/or data shall retain all ownership rights thereto, and Affiliate agrees that it shall not (i) decompile, disassemble or reverse engineer such third party software or otherwise use such third party software for any reason except as expressly permitted herein; (ii) reproduce the data therein for purposes other than those specifically permitted under this Agreement; or



(iii) modify, alter or delete any of the copyright notices embedded in or affixed to such third party software. Affiliate shall instruct each User to comply with the preceding restrictions.

**X. Loss of Data, Irregularities and Recovery.**

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

**XI. Data Retention and Redundancy.**

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

**XII. Account Access.**

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

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

LPR Data must reside within the Software Service and cannot be copied to another system, unless Affiliate purchases Vigilant's API. Booking Images must reside within the Software Service and cannot be copied to another system, unless Affiliate purchases Vigilant's API.

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

**XIII. Service Package, Fees and Payment Provisions.**

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

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account



- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  - LEARN, CarDetector and TAS

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

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

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

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
  - FaceSearch Account
  - FaceSearch Mobile Companion
  - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

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

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

<b>Intelligence-Led Policing Service Package Annual Fee Schedule</b>			
Tier	Mobile	Fixed	
ILP Tier 1B (Option #2)	\$ 11,750.00	\$ 22,250.00	
ILP Tier 1A (Option #2)	\$ 15,250.00	\$ 25,750.00	





ILP Tier 1 (Option #2)	\$ 18,750.00	\$ 29,250.00
ILP Tier 2 (Option #2)	\$ 34,250.00	\$ 55,250.00
ILP Tier 3 (Option #2)	\$ 55,250.00	\$ 86,750.00
ILP Tier 4 (Option #2)	\$ 84,750.00	\$126,750.00
ILP Tier 5 (Options #2)	\$117,495.00	\$169,995.00
ILP Tier 6 (Option #2)	\$144,995.00	\$207,995.00
ILP Tier 7 (Option #2)	\$185,000.00	\$251,000.00
ILP Tier 8 (Option #2)	\$292,500.00	\$369,000.00

At the time of the signing of this Agreement, the Service Fees for services provided under this Agreement are as follows:

<b>IDP Renewal</b>	Aug 2020 - Aug 2021	\$49,995
	Aug 2021 - Aug 2022	\$51,990
	Aug 2022 - Aug 2023	\$54,060
<b>CLK Renewal</b>	Oct 2020 - Oct 2021	\$4,500
	Oct 2021 - Oct 2022	\$4,500
	Oct 2022 - Oct 2023	\$4,500

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

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

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

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



Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

#### **XIV. Miscellaneous.**

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

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

**(a) Non-Disclosure of Confidential Information.** Affiliate and each User will become privy to Confidential Information during the term of this Agreement. Affiliate acknowledges that a large part of Vigilant's competitive advantage comes from the collection and analysis of this Confidential Information and Affiliate's use, except as expressly permitted under this Agreement, and disclosure of any such Confidential Information would cause irreparable damage to Vigilant.

**(b) Restrictions.** As a result of the sensitive nature of the Confidential Information, Affiliate agrees, except to the extent expressly permitted under this Agreement, (i) not to use or disclose, directly or indirectly, and not to permit Users to use or disclose, directly or indirectly, any LPR location information obtained through Affiliate's access to the Software Service or any other Confidential Information; (ii) not to download, copy or reproduce any portion of the LPR Data and/or Booking Images and other Confidential Information; and (iii) not to sell, transfer, license for use or otherwise exploit the LPR Data and or Booking Images and other Confidential Information in any way. Additionally, Affiliate agrees to take all necessary precautions to protect the Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Confidential Information as Affiliate would with Affiliate's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Confidential Information.

**(c) Third Party Information.** Affiliate recognizes that Vigilant has received, and in the future will continue to receive, from LEAs associated with Vigilant their confidential or proprietary information ("**Associated Third Party Confidential Information**"). By way of example, Associated Third Party Confidential Information includes LEA LPR Data and/or LEA Booking Images. Affiliate agrees, except to the extent expressly permitted by this Agreement, (i) not to use or to disclose to any person, firm, or corporation any Associated Third Party Confidential Information, (ii) not to download, copy, or reproduce any Associated Third Party Confidential Information, and (iii) not to sell, transfer, license for use or otherwise exploit any Associated Third Party Confidential Information. Additionally, Affiliate agrees to take all necessary precautions to protect the Associated Third Party Confidential Information against its unauthorized use or disclosure and exercise at least the same degree of care in safeguarding the Associated Third Party Confidential Information as Affiliate would with Affiliate's own confidential information and to promptly advise Vigilant in writing upon learning of any unauthorized use or disclosure of the Associated Third Party Confidential Information.

(d) Affiliate is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that Affiliate shall only be obligated to perform its duties under this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, Affiliate shall be relieved of said duties without penalty or further liability. In the event that Affiliate receives a request, pertaining to this Agreement or information resulting from this Agreement, under the Public Information Act for Confidential Information it shall immediately notify Vigilant and confer on whether disclosure should be opposed. It is expressly agreed that Affiliate may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. Vigilant may be asked to support such requests for determination by the Attorney General. It is further agreed that Affiliate, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that Affiliate, its officers and employees shall have no liability to Vigilant for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require Affiliate or Vigilant to violate the terms of the Public Information Act

#### **e. Indemnification**

**Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES DUE TO ANY OF THE FOREGOING, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT, Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.**

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

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Texas without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return



receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

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

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





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

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Elizabeth Heintzman

Title: MSSSI VP Sales

Date: 7/7/2021 \_\_\_\_\_

Signature: *Elizabeth Heintzman* \_\_\_\_\_

Affiliate Organization: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## Enterprise Service Agreement

### Contact Information Worksheet

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

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

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

[sales@vigilantsolutions.com](mailto:sales@vigilantsolutions.com)

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

<p><b>ILP Bundle for Agencies of Up to 25 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 5,000 images</li> </ul>	<p><b>ILP Bundle for Agencies of Up to 50 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 5,000 images</li> </ul>
<p><b>ILP Bundle for Agencies of 51 to 100 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 5,000 images</li> </ul>	<p><b>ILP Bundle for Agencies of 101 to 200 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 20,000 images</li> </ul>
<p><b>ILP Bundle for Agencies of 201 to 500 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 50,000 images</li> </ul>	<p><b>ILP Bundle for Agencies of 501 to 1,000 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 75,000 images</li> </ul>
<p><b>ILP Bundle for Agencies of 1,000 to 1,500 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 100,000 images</li> </ul>	<p><b>ILP Bundle for Agencies of 1,501 to 2,000 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"> <li>- Agency license for LEARN SaaS</li> <li>- Unlimited access to Commercial LPR data</li> <li>- Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems</li> <li>- First year of Basic and Standard Service Packages</li> <li>- LEARN-Mobile Companion</li> <li>- Mobile Hit Hunter</li> <li>- Agency license for FaceSearch</li> <li>- Image gallery up to 200,000 images</li> </ul>



<p><b>ILP Bundle for Agencies up to 2,500 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to Commercial LPR data</li><li>- Seven (7) 3-Camera Mobile LPR Systems or Twenty one (24) Fixed Camera Systems</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 250,000 images</li></ul>	<p><b>ILP Bundle for Agencies up to 5,000 Sworn</b></p> <p>Includes:</p> <ul style="list-style-type: none"><li>- Agency license for LEARN SaaS</li><li>- Unlimited access to Commercial LPR data</li><li>- Eight (8) 3-Camera Mobile LPR Systems or Twenty four (24) Fixed Camera Systems</li><li>- First year of Basic and Standard Service Packages</li><li>- LEARN-Mobile Companion</li><li>- Mobile Hit Hunter</li><li>- Agency license for FaceSearch</li><li>- Image gallery up to 500,000 images</li></ul>
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## Exhibit B: CJIS Requirements

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

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

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

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

As such, the parties agree to do the following:

Vigilant:

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





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

Affiliate:

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