



7647 Main Street Fishers Victor NY 14564  
 Telephone: (585) 758-0200  
 FAX: (585) 758-0222  
 Toll Free: (800)-333-0498  
 salesinfo@britecomputers.com  
 \* No Contract \*

# Quote

Page 1 of 2

**Date of Quote**

2/7/2019

**Quote #**

Q78279

Bill To	Ship To
Hidalgo County Sheriff's Office - TX 711 E. El Cibolo Rd Edinburg TX 78542	Hidalgo County Sheriff's Office - TX 711 E. El Cibolo Rd Edinburg TX 78542

Quote Expiration Date	Terms	PO #	Sales Rep
3/31/2019			Nancy Ann Martin

Part Number	Description	Qty	Unit Price	Extended
	One Time Charges			
VIG-VSPTRNG	Vigilant End User Training for LPR Systems End user training for Vigilant products**Covers all client purchased applications**Includes classroom and field operation training*Vigilant certified technician to visit site and perform one training class	1	1,200.00	1,200.00
VIG-SSUPLN-COM	Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account New client account setup via national LPR server*Required for all hosted/managed LEARN client accounts	1	1,275.00	1,275.00
VIG-VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN Vigilant hosted/managed LEARN account**Central repository for all LPR data acquired by each LPR system*Includes Vigilant's suite of LPR data analytics via online web access**Automated CarDetector software update management**Plate searching, mapping, data mining utilities**Stakeout, Associate Analysis and Locate Analysis**Full administrative security with management auditing*Plug-N-Play an unlimited number of CarDetector LPR systems**Requires NO server hardware, NO server maintenance*Requires Vigilant Enterprise Service Agreement contract	1	0.00	0.00
Travel	Travel and Expenses	1	1,550.00	1,550.00
Subtotal	Item Subtotal			4,025.00
VS-ILP-TIER-2M2RE	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware - Up to 200 Sworn - Annual Subscription <ul style="list-style-type: none"> <li>• 3-Camera Mobile LPR system - Quantity = 2 LPR Systems</li> <li>o Power over Ethernet (POE) LPR cameras</li> <li>o Lens configuration to be confirmed by customer at time of order</li> </ul>	1	34,495.00	34,495.00



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Page 2 of 2

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Part Number	Description	Qty	Unit Price	Extended
VIG-CDMS32HWW	<ul style="list-style-type: none"> <li>• CarDetector Mobile LPR Software for MDC Unit</li> <li>o Includes Mobile Hit Hunter Data Access Feature</li> <li>• LEARN Software as a Service (SaaS) including:               <ul style="list-style-type: none"> <li>o LEARN Data Analytic Tools</li> <li>o Unlimited Commercial LPR data Access</li> <li>o Hosting, data and system management of LPR data</li> <li>o LEARN-Mobile Companion SmartPhone application (Android &amp; iPhone)</li> </ul> </li> <li>• First year Standard Service Package for hosted LPR server access</li> <li>• FaceSearch Hosted Facial Recognition</li> </ul>	2	3,150.00	6,300.00
VIG-SSUPSYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system Vigilant technician to visit customer site*Includes system start up, configuration and commissioning of LPR system*Applies to mobile (1 System) and fixed (1 Camera) LPR systems	2	850.00	1,700.00
VIG-K-U-R-TAHOE-06-SET	LPR Camera Mounting Kit for 2006 - 2014 Tahoe Roof	6	400.00	2,400.00
Installation Services	Installation Services	2	700.00	1,400.00
Subtotal	Item Subtotal			46,295.00

**Subtotal** 50,320.00  
**Discount (New Customer)** -7,320.00  
**Total** \$43,000.00

"Building Relationships,  
 Strengthening Partnerships,  
 Providing Solutions"

For Technical Support call (800) 333-0498 (option 1)



Q78279



A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov. [Log In](#)

[Login.gov FAQs](#)

- ⚠ ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ ALERT - Direct hyperlinks to the Federal Acquisition Regulation (FAR) are not working due to Acquisition.gov maintenance. SAM.gov will restore all hyperlinks as soon as the FAR is restored on Acquisition.gov.
- ⚠ SAM.gov will be down for scheduled maintenance Saturday, 04/13/2019, from 8:00 AM to 1:00 PM (EDT).

<p><b>Entity Dashboard</b></p> <ul style="list-style-type: none"> <li>▶ <a href="#">Entity Overview</a></li> <li>▶ <a href="#">Entity Registration</a> <ul style="list-style-type: none"> <li>▶ <a href="#">Core Data</a></li> <li>▶ <a href="#">Assertions</a></li> <li>▶ <a href="#">Reps &amp; Certs</a></li> <li>▶ <a href="#">POCs</a></li> </ul> </li> <li>▶ <a href="#">Exclusions</a> <ul style="list-style-type: none"> <li>▶ <a href="#">Active Exclusions</a></li> <li>▶ <a href="#">Inactive Exclusions</a></li> <li>▶ <a href="#">Excluded Family Members</a></li> </ul> </li> </ul> <div style="text-align: center; margin-top: 10px;"> <input type="button" value="RETURN TO SEARCH"/> </div>	<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <p>UPSTATE WHOLESALE SUPPLY, INC.  DUNS: 195670047 CAGE Code: 1PE40  Status: Active  Expiration Date: 08/27/2019  Purpose of Registration: All Awards</p> </div> <div style="width: 35%;"> <p>7647 MAIN ST FISHERS  VICTOR, NY, 14564-8909 ,  UNITED STATES</p> </div> </div> <hr/> <p style="text-align: center;">Entity Overview</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p style="text-align: center; margin: 0;"><b>Entity Registration Summary</b></p> <p><b>Name:</b> UPSTATE WHOLESALE SUPPLY, INC.  <b>Doing Business As:</b> BRITE COMPUTERS  <b>Business Type:</b> Business or Organization  <b>Last Updated By:</b> Mark Bonsignore  <b>Registration Status:</b> Active  <b>Activation Date:</b> 08/27/2018  <b>Expiration Date:</b> 08/27/2019</p> </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; margin: 0;"><b>Exclusion Summary</b></p> <p><b>Active Exclusion Records?</b> No</p> </div>
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IBM-P-20190315-1318  
WWW6

- Search Records
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- FAPIS.gov
- Data Access
- Accessibility
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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2019-467140

Date Filed:  
03/22/2019

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Upstate Wholesale Supply Inc.  
Victor, NY United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Hidalgo County Sheriff's Office

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

389895  
Vigilant LPR

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hidalgo County Sheriff's Office	Edinburg, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Carrie Vahve, and my date of birth is 12/31/80.

My address is 7647 Main Street Fishers Victor NY 14564 USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Ontario County, State of NY, on the 26<sup>th</sup> day of Mar, 20 19.  
(month) (year)

**JACLYN A KRAMER**  
Notary Public - State of New York  
No. 01KR6305317  
Qualified in Monroe County  
My Commission Expires June 2, 2022

Jaclyn A. Kramer  
Signature of authorized agent of contracting business entity  
(Declarant)

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Upstate Wholesale Supply Inc.  
 Victor, NY United States

**Certificate Number:**  
 2019-467140

**Date Filed:**  
 03/22/2019

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Hidalgo County Sheriff's Office

**Date Acknowledged:**  
 03/26/2019

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 389895  
 Vigilant LPR

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Hidalgo County Sheriff's Office	Edinburg, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

## Texas Department of Information Resources

Can't find what  
you're looking for?



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# Upstate Wholesale Supply, Inc. dba Brite Computers

### Vendor ID

1161382350600

### URL

[Vendor Website](#)

### HUB Type

Non HUB

### DIR Contract Number

DIR-TSO-4073

### Contract Term End Date

2/13/2020

### Contract Exp Date

2/13/2023

### Contact Upstate Wholesale Supply, Inc. dba Brite Computers

#### Contact

[Nancy Ann Martin](#)

#### Phone

(585) 869-6056

#### Fax

(212) 202-7769

### Contact DIR

#### Contact

[Stephanie Harrison](#)

#### Phone

(512) 463-3290

#### Fax

(512) 475-4759

## Contract Overview

This contract offers emergency preparedness products and related services. This contract offers the following brands: Getac, Lund Ind, Ikey, TG3, Lind, NetMotion, Antenna Plus, Sierra Wireless, Vigilant Solutions, Track Star, and Brite Vault. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available on this contract.

## Contract Documents

- [DIR-TSO-4073 Contract PDF \(139.3KB\)](#)
- [DIR-TSO-4073 Appendix A Standard Terms and Conditions PDF \(1.02MB\)](#)
- [DIR-TSO-4073 Appendix B HUB Subcontracting Plan PDF \(1.07MB\)](#)
- [DIR-TSO-4073 Appendix C Pricing Index PDF \(66.49KB\)](#)

Manufacturer	Item Description	List Pricing	DIR Discount	DIR Pricing
Getac USA	Express Care Plan - B300, V100, V200 & X500 - 5 Years2-day shipping both directions, Line Hopping priority, Real time online tracking (see note 2)	\$169	12.50%	\$147.88
Getac USA	Express Care Plan - S400, S410, F110, V110, RX10/RX10H, T800 & Z710 - 3 Years2-day shipping both directions, Line Hopping priority, Real time online tracking (see note 2)	\$99	12.50%	\$86.63
Getac USA	Express Care Plan - S400 & S410 - 5 Years2-day shipping both directions, Line Hopping priority, Real time online tracking REQUIRES purchase of 5Y warranty - GE-SVSREXT2Y or GE-SVSRNFX5Y (see note 2)	\$169	12.50%	\$147.88
Getac USA	Express Care Plan - F110, V110, RX10/RX10H, T800 & Z710 - 5 Years2-day shipping both directions, Line Hopping priority, Real time online tracking REQUIRES purchase of 5Y B2B warranty - GE-SVTBNFX5Y (see note 2)	\$169	12.50%	\$147.88
Getac USA	Drive Retention - Hard Disk Drive - 3 Years	\$49.00	12.50%	\$42.88
Getac USA	Drive Retention - Hard Disk Drive - 4 Years	\$74.00	12.50%	\$64.75
Getac USA	Drive Retention - Hard Disk Drive - 5 Years	\$99.00	12.50%	\$86.63
Getac USA	Drive Retention - Solid State Drive - 3 Years	\$69.00	12.50%	\$60.38
Getac USA	Drive Retention - Solid State Drive - 4 Years	\$99.00	12.50%	\$86.63
Getac USA	Drive Retention - Solid State Drive - 5 Years	\$150.00	12.50%	\$131.25
Getac USA	Disk Imaging Retention & Loading - Per Unit (MOQ 150 units; for units sent in for serv	\$29.00	12.50%	\$25.38
Getac USA	Initial Disk Imaging - Per Unit (MOQ 150 units)	\$36.00	12.50%	\$31.50
Getac USA	Disk Image Validation	\$2,000.00	12.50%	\$1,750.00
Getac USA	Disk Imaging Consulting Service - Per Unit (MOQ 150 units)	\$150.00	12.50%	\$131.25
Getac USA	Disk Imaging Consulting Service - Per Day	\$2,200.00		\$2,200.00
	<b>Vigilant Solutions LPR</b>			
Vigilant Solutions	1-Camera Mobile LPR System w/ Reaper Cameras (Less MDC Unit)	\$8,975.00	10.00%	\$8,077.50
Vigilant Solutions	2-Camera Mobile LPR System w/ Reaper Cameras (Less MDC Unit)	\$11,125.00	10.00%	\$10,012.50
Vigilant Solutions	3-Camera Mobile LPR System w/ Reaper Cameras (Less MDC Unit)	\$13,275.00	10.00%	\$11,947.50
Vigilant Solutions	4-Camera Mobile LPR System w/ Reaper Cameras (Less MDC Unit)	\$15,425.00	10.00%	\$13,882.50
Vigilant Solutions	System Start Up and Commissioning of LEARN Server Account	\$1,240.00	10.00%	\$1,116.00
Vigilant Solutions	System Start Up and Commissioning - Applies to One Mobile LPR System or One Fixed LPR Camera	\$850.00	10.00%	\$765.00
Vigilant Solutions	Vigilant Basic LPR Hosted Server Package - Up to 14 LPR Cameras	\$500.00	10.00%	\$450.00
Vigilant Solutions	Vigilant Basic LPR Hosted Server Package - Up to 30 LPR Cameras	\$450.00	10.00%	\$405.00
Vigilant Solutions	Vigilant Basic LPR Hosted Server Package - Up to 60 LPR Cameras	\$400.00	10.00%	\$360.00
Vigilant Solutions	Vigilant Basic LPR Hosted Server Package - Over 60 LPR Cameras	\$275.00	10.00%	\$247.50
Vigilant Solutions	Competitor LPR Server Integration to LEARN - Data Transfer Service - One-time Fee	\$4,500.00	10.00%	\$4,050.00
Vigilant Solutions	Historical LPR Data Migration Services - Priced per System	\$1,000.00	10.00%	\$900.00
Vigilant Solutions	Vigilant Competitive LPR Server Account - Priced per system	\$125.00	10.00%	\$112.50
Vigilant Solutions	Single Stationary Mount LPR Camera (16mm Lens) - Integrated Smart DSP Unit - Reaper Unit	\$8,275.00	10.00%	\$7,447.50
Vigilant Solutions	FaceSearch Annual Software Warranty	\$10,875.00	10.00%	\$9,787.50
Vigilant Solutions	Trunk Mount Bracket Clips - One Required per Camera	\$65.00	10.00%	\$58.50
Vigilant Solutions	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware (Raptor 3) - Up to 100 Sworn Hardware Includes: 3-Camera Mobile LPR system - Quantity = 1 LPR System (Raptor 3 Cameras) o Solid state digital signal processor unit - No moving parts Permanent install wiring harness (direct to battery) o Single point power connection Field installed GPS receiver for MDC (USB Connect) o Lens configuration to be confirmed by customer at time of order	\$14,995.00	10.00%	\$13,495.50
Vigilant Solutions	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware (Reaper) - Up to 100 Sworn Hardware Includes: 3-Camera Mobile LPR system - Quantity = 1 LPR System (Reaper Cameras) o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order	\$14,995.00	10.00%	\$13,495.50

Manufacturer	Item Description	List Pricing	DIR Discount	DIR Pricing
Vigilant Solutions	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware (Raptor 3) - Up to 200 Sworn Hardware Includes: 3-Camera Mobile LPR system - Quantity = 2 LPR Systems (Raptor 3 Cameras) o Solid state digital signal processor unit - No moving parts Permanent install wiring harness (direct to battery) o Single point power connection Field installed GPS receiver for MDC (USB Connect) o Lens configuration to be confirmed by customer at time of order	\$34,495.00	10.00%	\$31,045.50
Vigilant Solutions	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware (Reaper) - Up to 200 Sworn Hardware Includes: 3-Camera Mobile LPR system - Quantity = 2 LPR Systems (Reaper Cameras) o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order	\$34,495.00	10.00%	\$31,045.50
Vigilant Solutions	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware (Reaper) - Up to 700 Sworn Hardware Includes: 3-Camera Mobile LPR system - Quantity = 4 LPR Systems (Reaper Cameras) o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order	\$89,495.00	10.00%	\$80,545.50
Vigilant Solutions	Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware (Reaper)- Fusion Centers / Up to 2000 Sworn Hardware Includes: 3-Camera Mobile LPR system - Quantity = 5 LPR Systems (Reaper Cameras) o Power over Ethernet (POE) LPR cameras w/ Integrated processors o Lens configuration to be confirmed by customer at time of order	\$154,495.00	10.00%	\$139,045.50
Vigilant Solutions	General Lightbar Mounting Bracket - Includes Two Brackets - Up to Four Total Cameras	\$1,095.00	10.00%	\$985.50
Vigilant Solutions	Vigilant Private LPR Data Access via LEARN - Up to 100 Sworn Officers	\$7,500.00	10.00%	\$6,750.00
Vigilant Solutions	Vigilant Private LPR Data Access via LEARN - Up to 200 Sworn Officers	\$23,250.00	10.00%	\$20,925.00
Vigilant Solutions	Vigilant Private LPR Data Access via LEARN - Up to 700 Sworn Officers	\$49,500.00	10.00%	\$44,550.00
Vigilant Solutions	Vigilant Private LPR Data Access via LEARN - Up to 2000 Sworn Officers	\$92,750.00	10.00%	\$83,475.00
Vigilant Solutions	Law Enforcement Archival Reporting Network (LEARN) Server software only	\$14,500.00	10.00%	\$13,050.00
Vigilant Solutions	LPR Camera perpetual License key - priced per camera- Required for all Customers Hosted LEARN Server	\$1,600.00	10.00%	\$1,440.00
Vigilant Solutions	LineUp Software	\$4,995.00	10.00%	\$4,495.50
Vigilant Solutions	Vigilant Intelligent IP Video Camera	\$1,995.00	10.00%	\$1,795.50
Vigilant Solutions	Vigilant Standard LPR Hosted Server Package Upgrade - Up to 14 LPR Cameras	\$225.00	10.00%	\$202.50
Vigilant Solutions	Vigilant Standard LPR Hosted Server Package Upgrade - Up to 30 LPR Cameras	\$190.00	10.00%	\$171.00
Vigilant Solutions	Vigilant Standard LPR Hosted Server Package Upgrade - Up to 60 LPR Cameras	\$165.00	10.00%	\$148.50
Vigilant Solutions	Vigilant Standard LPR Hosted Server Package Upgrade - Over 60 LPR Cameras	\$115.00	10.00%	\$103.50
Vigilant Solutions	End Client User Training - Unlimited Audience	\$1,200.00	10.00%	\$1,080.00
Vigilant Solutions	Pelican case package for ruggedized protection / portability - Applies to Reaper Mobile LPR	\$900.00	10.00%	\$810.00
Vigilant Solutions	Vigilant Tactical Cover LPR Truck Tool Box	\$11,000.00	10.00%	\$9,900.00
Vigilant Solutions	Vigilant Mobile LPR 1-Camera 'Reaper' kit with GPS Unit - Includes Qty=1 25mm lens - Standard Reaper Camera	\$ 8,975.00	10.00%	\$8,077.50
Vigilant Solutions	Vigilant Mobile LPR 1-Camera 'Reaper' kit with GPS Unit - Includes Qty=1 35mm lens - Standard Reaper Camera	\$ 8,975.00	10.00%	\$8,077.50
Vigilant Solutions	Vigilant Mobile LPR 1-Camera 'Reaper' kit with GPS Unit - Includes Qty=1 50mm lens - Standard Reaper Camera	\$ 8,975.00	10.00%	\$8,077.50
Vigilant Solutions	Vigilant Mobile LPR 1-Camera 'Reaper' kit with GPS Unit - Includes Qty=1 75mm lens - Standard Reaper Camera	\$ 8,975.00	10.00%	\$8,077.50
Vigilant Solutions	Vigilant Mobile LPR 2-Camera 'Reaper' kit with GPS Unit - Includes Qty=2 16mm lenses - Standard Reaper Cameras	\$ 11,125.00	10.00%	\$10,012.50
Vigilant Solutions	Vigilant Mobile LPR 2-Camera 'Reaper' kit with GPS Unit - Includes Qty=1 16mm, Qty=1 25mm lenses - Standard Reaper Cameras	\$ 11,125.00	10.00%	\$10,012.50

Manufacturer	Item Description	List Pricing	DIR Discount	DIR Pricing
Vigilant Solutions	Vigilant Neighborhood Protection Bundle – Certified Partner Location Fee	\$ 3,000.00	10.00%	\$2,700.00
Vigilant Solutions	Vigilant Neighborhood Protection Bundle – Certified Partner Per Lane Fee	\$ 2,000.00	10.00%	\$1,800.00
Vigilant Solutions	Four Camera Reaper Communications Box with cellular router	\$ 3,600.00	10.00%	\$3,240.00
Vigilant Solutions	Four Camera Reaper Communications Box with WiFi router	\$ 3,850.00	10.00%	\$3,465.00
Vigilant Solutions	Four Camera Reaper Communications Box with cellular router and Verizon Modem	\$ 4,500.00	10.00%	\$4,050.00
Vigilant Solutions	Four Camera Reaper Communications Box with cellular router and Verizon Modem - two cable glands	\$ 4,400.00	10.00%	\$3,960.00
Vigilant Solutions	CABLE POWER CIG MOBILE RE-R3	\$ 410.00	10.00%	\$369.00
Vigilant Solutions	CAM BALL HITCH SET	\$ 50.00	10.00%	\$45.00
Vigilant Solutions	Camera Locking Plate	\$ 25.00	10.00%	\$22.50
Vigilant Solutions	Standard LPR Camera Magnet	\$ 140.00	10.00%	\$126.00
Vigilant Solutions	CAT6A M12 Connector	\$ 75.00	10.00%	\$67.50
Vigilant Solutions	Covert Cube Fixed Unit - No Cameras	\$ 3,200.00	10.00%	\$2,880.00
Vigilant Solutions	Push Bumper Bracket Mounting Kit for LPR Camera	\$ 155.00	10.00%	\$139.50
Vigilant Solutions	LPR Camera Mounting Kit for Crown Vic Hood	\$ 340.00	10.00%	\$306.00
Vigilant Solutions	LPR Camera Mounting Kit for Caprice Roof	\$ 400.00	10.00%	\$360.00
Vigilant Solutions	LPR Camera Mounting Kit for Charger 2005-10 Roof	\$ 400.00	10.00%	\$360.00
Vigilant Solutions	LPR Camera Mounting Kit for 2011+ Charger Roof	\$ 400.00	10.00%	\$360.00
Vigilant Solutions	LPR Camera Mounting Kit for Crown Vic Roof	\$ 400.00	10.00%	\$360.00
Vigilant Solutions	LPR Camera Mounting Kit for 2014+ Ford F-150 Roof	\$ 400.00	10.00%	\$360.00
Vigilant Solutions	LPR Camera Mounting Kit for Interceptor Sedan Roof	\$ 400.00	10.00%	\$360.00
Vigilant Solutions	LPR Camera Mounting Kit for Interceptor SUV Roof	\$ 400.00	10.00%	\$360.00
Vigilant Solutions	LPR Camera Mounting Kit for 2006-14 Tahoe Roof	\$ 400.00	10.00%	\$360.00
Vigilant Solutions	LPR Camera Mounting Kit for 2015 Tahoe Roof	\$ 400.00	10.00%	\$360.00
Vigilant Solutions	LPR Camera Mounting Kit for Caprice Trunk	\$ 340.00	10.00%	\$306.00
Vigilant Solutions	LPR Camera Mounting Kit for Charger 2005-10 Trunk	\$ 340.00	10.00%	\$306.00
Vigilant Solutions	LPR Camera Mounting Kit for 2011+ Charger Trunk	\$ 340.00	10.00%	\$306.00
Vigilant Solutions	LPR Camera Mounting Kit for Crown Vic Trunk	\$ 340.00	10.00%	\$306.00
Vigilant Solutions	LPR Camera Mounting Kit for Interceptor Sedan Trunk	\$ 340.00	10.00%	\$306.00
Vigilant Solutions	Camera Locking Screw	\$ 3.00	10.00%	\$2.70
Vigilant Solutions	Local/State LEA Tier 1 MVTrac LPR Data Access - Up to 100 Sworn	\$ 3,325.00	10.00%	\$2,992.50
Vigilant Solutions	Local/State LEA MVTrac LPR Data Access - Up to 50 Sworn	\$ 1,565.00	10.00%	\$1,408.50
Vigilant Solutions	Local/State LEA Tier 2 MVTrac LPR Data Access - Up to 200 Sworn	\$ 8,520.00	10.00%	\$7,668.00
Vigilant Solutions	Local/State LEA Tier 3 MVTrac LPR Data Access - Up to 700 Sworn	\$ 9,220.00	10.00%	\$8,298.00
Vigilant Solutions	Local/State LEA Tier 4 MVTrac LPR Data Access - Up to 2000 Sworn	\$ 37,710.00	10.00%	\$33,939.00
Vigilant Solutions	Raptor 3 Power Box	\$ 1,435.00	10.00%	\$1,291.50
Vigilant Solutions	Power Cable for R3 Power Box to Condor	\$ 340.00	10.00%	\$306.00
Vigilant Solutions	REAPER SD CAMERA CBL 15FT	\$ 150.00	10.00%	\$135.00
Vigilant Solutions	REAPER SD CAMERA CBL 30FT REVB	\$ 210.00	10.00%	\$189.00
Vigilant Solutions	REAPER SD CAMERA CBL 60FT REVB	\$ 300.00	10.00%	\$270.00
Vigilant Solutions	RJ45 FIELD PLUG CAT6A	\$ 25.00	10.00%	\$22.50
Vigilant Solutions	Vigilant System Start Up & Commissioning of Hosted/Managed LEARN Server Account - Required for all hosted/managed LEARN client accounts	\$ 1,275.00	10.00%	\$1,147.50
Vigilant Solutions	Vigilant System Start Up & Commissioning of Customer Hosted LEARN Server - Required for all customer hosted LEARN server deployments	\$ 6,200.00	10.00%	\$5,580.00
Vigilant Solutions	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies to each mobile and fixed LPR system	\$ 875.00	10.00%	\$787.50
Vigilant Solutions	Vigilant Partner System Start Up & Commissioning of Customer Hosted LEARN Server - Required for all customer hosted LEARN server deployments	\$ 6,200.00	10.00%	\$5,580.00
Vigilant Solutions	Target Alert Service LPR Alert Delivery Software - Single License	\$ 0.01	10.00%	\$0.01
Vigilant Solutions	Target Alert Service LPR Alert Delivery Software - Unlimited users	\$ 0.01	10.00%	\$0.01
Vigilant Solutions	Camera Thumb Screw	\$ 3.00	10.00%	\$2.70
Vigilant Solutions	High Impact Camera Magnet	\$ 298.00	10.00%	\$268.20
Vigilant Solutions	USB CABLE EXTENDER 6FT	\$ 3.00	10.00%	\$2.70
Vigilant Solutions	Vigilant Long Range LPR Camera Unit - Includes no DSP, wiring or mounting accessories	\$ 5,800.00	10.00%	\$5,220.00

Manufacturer	Item Description	List Pricing	DIR Discount	DIR Pricing
Vigilant Solutions	Fixed Camera LPR System Rack Server Hardware for up to 8 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$ 3,800.00	10.00%	\$3,420.00
Vigilant Solutions	Fixed Camera LPR System Tower Server Hardware for up to 8 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$ 3,700.00	10.00%	\$3,330.00
Vigilant Solutions	Fixed Camera LPR System Rack Server Hardware for up to 21 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$ 5,000.00	10.00%	\$4,500.00
Vigilant Solutions	Fixed Camera LPR System Tower Server Hardware for up to 21 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$ 6,400.00	10.00%	\$5,760.00
Vigilant Solutions	Fixed Camera LPR System Rack Server Hardware for up to 35 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$ 8,085.00	10.00%	\$7,276.50
Vigilant Solutions	Engineering service to migrate historical data to LEARN account**NO disruption of existing server operations*Priced per camera*Non-recurring	\$ 500.00	10.00%	\$450.00
Vigilant Solutions	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 1 to 14 Cameras	\$ 1,500.00	10.00%	\$1,350.00
Vigilant Solutions	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 15 to 30 Cameras	\$ 1,250.00	10.00%	\$1,125.00
Vigilant Solutions	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 31 to 60 Cameras	\$ 1,100.00	10.00%	\$990.00
Vigilant Solutions	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 61 or more Cameras	\$ 1,000.00	10.00%	\$900.00
Vigilant Solutions	Dual Fixed Camera Wall Mount Bracket	\$ 400.00	10.00%	\$360.00
Vigilant Solutions	UPR ARM ASSY POLE & WALL MOUNT BLK REV B	\$ 350.00	10.00%	\$315.00
Vigilant Solutions	Investigative Data Platform - For 51 to 100 Sworn - Commercial Data and FaceSearch Access	\$ 9,995.00	10.00%	\$8,995.50
Vigilant Solutions	Investigative Data Platform - For up to 50 Sworn - Commercial Data and FaceSearch Access	\$ 6,995.00	10.00%	\$6,295.50
Vigilant Solutions	Investigative Data Platform - For 101 to 200 Sworn - Commercial Data and FaceSearch Access	\$ 17,995.00	10.00%	\$16,195.50
Vigilant Solutions	Investigative Data Platform - For 201 to 500 Sworn - Commercial Data and FaceSearch Access	\$ 29,995.00	10.00%	\$26,995.50
Vigilant Solutions	Investigative Data Platform - For 501 to 1000 Sworn - Commercial Data and FaceSearch Access	\$ 49,995.00	10.00%	\$44,995.50
Vigilant Solutions	Investigative Data Platform - For 1,001 to 1,500 Sworn - Commercial Data and FaceSearch Access	\$ 79,995.00	10.00%	\$71,995.50
Vigilant Solutions	Investigative Data Platform - For 1,501 to 2,000 Sworn - Commercial Data and FaceSearch Access	\$ 99,995.00	10.00%	\$89,995.50
Vigilant Solutions	LPR Camera Mounting Brackets - Light Bar Mounting Style - Single Bracket	\$ 570.00	10.00%	\$513.00
Vigilant Solutions	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set	\$ 1,095.00	10.00%	\$985.50
Vigilant Solutions	LPR Camera Mounting Brackets - Light Bar Mounting Style for Federal Signal Valor Light Bars - Mounts up to two (2) LPR cameras	\$ 530.00	10.00%	\$477.00
Vigilant Solutions	LPR Camera Mounting Brackets - Light Bar Mounting Style for Federal Signal Valor Light Bars - Mounts up to four (4) LPR cameras	\$ 1,050.00	10.00%	\$945.00
Vigilant Solutions	Vigilant 'Commercial Data' Access via LEARN - Local/State LEA Up to 50 Sworn	\$ 5,190.00	10.00%	\$4,671.00
Vigilant Solutions	Vigilant Hosted/Managed Centralized LPR server via LEARN - Vigilant hosted/managed LEARN account	\$ 0.10	10.00%	\$0.09
Vigilant Solutions	LEARN Server & Software - Server to include Intel Xeon 3.0 GHz Processor, 32GB Ram, 6TB HDD - Rack form factor - Includes Pre-Licensed MS-Windows Server 2008 Operating System & MS-SQL 2008 Database	\$ 23,000.00	10.00%	\$20,700.00
Vigilant Solutions	Network relay POE 4-12VDC input	\$ 150.00	10.00%	\$135.00
Vigilant Solutions	Vigilant End User Training for LPR Systems - End user training for Vigilant products	\$ 1,250.00	10.00%	\$1,125.00
Vigilant Solutions	Vigilant Travel via Client Site Visit - Travel costs for onsite support services per day	\$ 1,550.00	10.00%	\$1,395.00
Vigilant Solutions	Vigilant Fixed LPR DSP Processor - No LPR Cameras	\$ 3,300.00	10.00%	\$2,970.00
Vigilant Solutions	Vigilant Fixed LPR DSP Processor with wiring harness - No LPR Cameras	\$ 3,500.00	10.00%	\$3,150.00
Vigilant Solutions	Travel Fees for onsite Services (By Partner)	\$ 1,550.00	10.00%	\$1,395.00
Vigilant Solutions	Vigilant Shipping & Handling Charges - Required per mobile system	\$ 130.00	0.00%	\$130.00
Vigilant Solutions	Vigilant Shipping & Handling Charges - Required per fixed system	\$ 55.00	0.00%	\$55.00
Vigilant Solutions	Vigilant Shipping & Handling Charges - Required per server	\$ 70.00	0.00%	\$70.00

Manufacturer	Item Description	List Pricing	DIR Discount	DIR Pricing
Vigilant Solutions	Vigilant Shipping Charges for Trailers	\$ 1,000.00	0.00%	\$1,000.00
Vigilant Solutions	FaceBox 1-Year Extended Warranty	\$ 750.00	10.00%	\$675.00
Vigilant Solutions	FaceSearch Annual Software Warranty	\$ 10,875.00	10.00%	\$9,787.50
Vigilant Solutions	Fixed Camera LPR System Extended Software Warranty - Valid for 1 year from standard warranty expiration	\$ 325.00	10.00%	\$292.50
Vigilant Solutions	Fixed Camera LPR System Extended Software Warranty - Valid for 2 years from standard warranty expiration	\$ 525.00	10.00%	\$472.50
Vigilant Solutions	Fixed Camera LPR System Extended Software Warranty - Valid for 3 years from standard warranty expiration	\$ 825.00	10.00%	\$742.50
Vigilant Solutions	Fixed Camera LPR System Extended Software Warranty - Valid for 4 years from standard warranty expiration	\$ 1,225.00	10.00%	\$1,102.50
Vigilant Solutions	Fixed Camera LPR System Extended Hardware Warranty - Valid for 1 year from standard warranty expiration	\$ 525.00	10.00%	\$472.50
Vigilant Solutions	Fixed Camera LPR System Extended Hardware Warranty - Valid for 2 years from standard warranty expiration	\$ 1,050.00	10.00%	\$945.00
Vigilant Solutions	Fixed Camera LPR System Extended Hardware Warranty - Valid for 3 years from standard warranty expiration	\$ 1,575.00	10.00%	\$1,417.50
Vigilant Solutions	Fixed Camera LPR System Extended Hardware Warranty - Valid for 4 years from standard warranty expiration	\$ 2,100.00	10.00%	\$1,890.00
Vigilant Solutions	Mobile LPR 1-Camera kit Extended Hardware Warranty - Valid for 1 year from standard warranty expiration	\$ 525.00	10.00%	\$472.50
Vigilant Solutions	Mobile LPR 1-Camera kit Extended Software Warranty - Valid for 1 year from standard warranty expiration	\$ 525.00	10.00%	\$472.50
Vigilant Solutions	Mobile LPR 1-Camera kit Extended Hardware Warranty - Valid for 2 years from standard warranty expiration	\$ 1,050.00	10.00%	\$945.00
Vigilant Solutions	Mobile LPR 1-Camera kit Extended Software Warranty - Valid for 2 years from standard warranty expiration	\$ 925.00	10.00%	\$832.50
Vigilant Solutions	Mobile LPR 1-Camera kit Extended Hardware Warranty - Valid for 3 years from standard warranty expiration	\$ 1,575.00	10.00%	\$1,417.50
Vigilant Solutions	Mobile LPR 1-Camera kit Extended Software Warranty - Valid for 3 years from standard warranty expiration	\$ 1,350.00	10.00%	\$1,215.00
Vigilant Solutions	Mobile LPR 1-Camera kit Extended Hardware Warranty - Valid for 4 years from standard warranty expiration	\$ 2,100.00	10.00%	\$1,890.00
Vigilant Solutions	Mobile LPR 1-Camera kit Extended Software Warranty - Valid for 4 years from standard warranty expiration	\$ 1,775.00	10.00%	\$1,597.50
Vigilant Solutions	Mobile LPR 2-Camera kit Extended Hardware Warranty - Valid for 1 year from standard warranty expiration	\$ 1,050.00	10.00%	\$945.00
Vigilant Solutions	Mobile LPR 2-Camera kit Extended Software Warranty - Valid for 1 year from standard warranty expiration	\$ 1,050.00	10.00%	\$945.00
Vigilant Solutions	Mobile LPR 2-Camera kit Extended Hardware Warranty - Valid for 2 years from standard warranty expiration	\$ 2,100.00	10.00%	\$1,890.00
Vigilant Solutions	Mobile LPR 2-Camera kit Extended Software Warranty - Valid for 2 years from standard warranty expiration	\$ 1,875.00	10.00%	\$1,687.50
Vigilant Solutions	Mobile LPR 2-Camera kit Extended Hardware Warranty - Valid for 3 years from standard warranty expiration	\$ 3,150.00	10.00%	\$2,835.00
Vigilant Solutions	Mobile LPR 2-Camera kit Extended Software Warranty - Valid for 3 years from standard warranty expiration	\$ 2,700.00	10.00%	\$2,430.00
Vigilant Solutions	Mobile LPR 2-Camera kit Extended Hardware Warranty - Valid for 4 years from standard warranty expiration	\$ 4,200.00	10.00%	\$3,780.00
Vigilant Solutions	Mobile LPR 2-Camera kit Extended Software Warranty - Valid for 4 years from standard warranty expiration	\$ 3,500.00	10.00%	\$3,150.00
Vigilant Solutions	Mobile LPR 3-Camera kit Extended Hardware Warranty - Valid for 1 year from standard warranty expiration	\$ 1,545.00	10.00%	\$1,390.50
Vigilant Solutions	Mobile LPR 3-Camera kit Extended Software Warranty - Valid for 1 year from standard warranty expiration	\$ 1,545.00	10.00%	\$1,390.50
Vigilant Solutions	Mobile LPR 3-Camera kit Extended Hardware Warranty - Valid for 2 years from standard warranty expiration	\$ 3,150.00	10.00%	\$2,835.00
Vigilant Solutions	Mobile LPR 3-Camera kit Extended Software Warranty - Valid for 2 years from standard warranty expiration	\$ 2,800.00	10.00%	\$2,520.00
Vigilant Solutions	Mobile LPR 3-Camera kit Extended Hardware Warranty - Valid for 3 years from standard warranty expiration	\$ 4,725.00	10.00%	\$4,252.50
Vigilant Solutions	Mobile LPR 3-Camera kit Extended Software Warranty - Valid for 3 years from standard warranty expiration	\$ 4,000.00	10.00%	\$3,600.00
Vigilant Solutions	Mobile LPR 3-Camera kit Extended Hardware Warranty - Valid for 4 years from standard warranty expiration	\$ 6,300.00	10.00%	\$5,670.00

Zimbra

russell.solis@co.hidalgo.tx.us

**Re: Enterprise Service Agreement (Req#00389895)**

**From :** Josephine Ramirez  
<josephine.ramirez@da.co.hidalgo.tx.us>

Fri, Mar 22, 2019 04:25 PM

**Subject :** Re: Enterprise Service Agreement (Req#00389895)

**To :** Russell R. Solis <russell.solis@co.hidalgo.tx.us>

**Cc :** Robert Vina <Robert.Vina@da.co.hidalgo.tx.us>

Thank you. I have reviewed the revised agreement and approve as to form.

**Josephine Ramirez Solis**

*Assistant Criminal District Attorney*

Chief - Civil Division

**Office of Criminal District Attorney**

Hidalgo County, Texas

100 E. Cano

Edinburg, TX 78539

(956) 292-7609 ext. 8186

(956) 292-7619 FAX

[josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us)

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by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited.  
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REPLY E-MAIL TO [josephine.ramirez@da.co.hidalgo.tx.us](mailto:josephine.ramirez@da.co.hidalgo.tx.us) AND DELETE THE  
COMMUNICATION.**

\*\*\*\*\*

On Fri, Mar 22, 2019 at 4:16 PM Russell R. Solis <[russell.solis@co.hidalgo.tx.us](mailto:russell.solis@co.hidalgo.tx.us)> wrote:  
Good Afternoon Josephine,

As per our previous discussion, I have received the revised agreement from the vendor. Could you please review and advise if it can be approved as to form? Due to grant funding deadlines, we are trying to put it on court today for this coming Tuesday. Thank you very much for all of your help.

--

Respectfully,

***Russell R. Solis***


Hidalgo County Purchasing Department

Procurement Specialist

[Russell.Solis@co.hidalgo.tx.us](mailto:Russell.Solis@co.hidalgo.tx.us)

(956)318-2626 Ext:4852

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**From :** Russell R. Solis <[russell.solis@co.hidalgo.tx.us](mailto:russell.solis@co.hidalgo.tx.us)> Fri, Mar 22, 2019 04:16 PM  
**Subject :** Re: Enterprise Service Agreement (Req#00389895)  1 attachment  
**To :** Josephine Ramirez  
<[Josephine.Ramirez@da.co.hidalgo.tx.us](mailto:Josephine.Ramirez@da.co.hidalgo.tx.us)>  
**Cc :** Robert Vina <[Robert.Vina@da.co.hidalgo.tx.us](mailto:Robert.Vina@da.co.hidalgo.tx.us)>

Good Afternoon Josephine,

As per our previous discussion, I have received the revised agreement from the vendor. Could you please review and advise if it can be approved as to form? Due to grant funding deadlines, we are trying to put it on court today for this coming Tuesday. Thank you very much for all of your help.

--

Respectfully,

***Russell R. Solis***

Hidalgo County Purchasing Department

Procurement Specialist


[Russell.Solis@co.hidalgo.tx.us](mailto:Russell.Solis@co.hidalgo.tx.us)

(956)318-2626 Ext:4852

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 **Vigilant\_Enterprise\_Service\_Agreement\_ver2\_8.pdf**  
756 KB

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**From :** Sabrina Rodriguez <[sabrina.rodriguez@hidalgoso.org](mailto:sabrina.rodriguez@hidalgoso.org)> Fri, Mar 22, 2019 03:14 PM  
**Subject :** Fwd: RE: Enterprise Service Agreement (Req#00389895)  1 attachment  
**To :** russell.solis <[russell.solis@co.hidalgo.tx.us](mailto:russell.solis@co.hidalgo.tx.us)>



## Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the “Agreement”) is made and entered into as of this 22nd Day of March 2019, March 2019 by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 (“Vigilant”) and Hidalgo County Sheriff, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 711 E. El Cibolo Rd, Edinburg TX 78542 (“Affiliate”).

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

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

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

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

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

### I. Definitions:

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

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

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

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

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



**“Criminal Justice Information Services Division” or “CJIS”** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant 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 Booking Images”** refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA’s policies.

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

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

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

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

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

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

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

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

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



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

### **III. Term; Termination.**

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

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

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

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

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the “Warranty Period”). “Significant Defect” means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include

products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **XI. Data Retention and Redundancy.**

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

**XII. Account Access.**

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

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

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

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

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

Service Package - Basic LPR Service Package:

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

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

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

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

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



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

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

<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	ILP Annual Fee
ILP Tier 1 (Option #2)	\$14,995.00
ILP Tier 2 (Option #2)	\$34,495.00
ILP Tier 3 (Option #2)	\$59,995.00
ILP Tier 4 (Option #2)	\$89,995.00
ILP Tier 5 (Options #2)	\$119,995.00
ILP Tier 6 (Option #2)	\$154,995.00

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

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



subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

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

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

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

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

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

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

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

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of ~~California~~-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.



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

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



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

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

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

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

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

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

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

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

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



## Enterprise Service Agreement

### Contact Information Worksheet

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

<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

Item Description

**ILP Bundle for Agencies of Up to 100 Sworn**

Includes:

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

**ILP Bundle for Agencies of 101 to 200 Sworn**

Includes:

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

**ILP Bundle for Agencies of 201 to 500 Sworn**

Includes:

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

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

Includes:

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

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

Includes:

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

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

Includes:

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



## Exhibit B: CJIS Requirements

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

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

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

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

As such, the parties agree to do the following:

Vigilant:

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

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

Affiliate:

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