



Law Enforcement Archival Reporting Network - LEARN Hosted Database Use Agreement

The purpose of this Agreement is to facilitate and memorialize the terms and conditions which will govern the use of License Plate Recognition (LPR) data loaded to the LEARN-NVLS Database Server. Please note that throughout this Agreement, "we," "us," and "our" will mean the LEARN-NVLS, and "you," "your," and "yours" will mean your LEARN account and anyone authorized to access such. This Agreement is valid and considered to be binding only upon those LEARN Users wherein such User has not executed a specific agreement with Vigilant Solutions which governs their behavior while utilizing the LEARN-NVLS Database Server relative to LEARN Agency Account Access.

Whereas, Vigilant Solutions, LLC (hereinafter, "LEARN-NVLS") is a Delaware corporation that does business throughout the United States and administers connections to the nationwide LEARN-NVLS server for the purposes of Law Enforcement Agencies to access vehicle license plate location data to manage LPR systems aimed at enhancing public safety;

Whereas, a dedicated LEARN-NVLS LPR Database Server exists in a class-one facility;

Whereas, Users (as defined below) has been granted access from LEARN-NVLS to a LEARN Agency Account (as defined below);

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, the Licensee hereby agrees as follows:

DEFINITIONS:

"LEARN-NVLS" means a Delaware corporation that does business throughout the United States and administers connections to the nationwide LEARN-NVLS server for the purposes of Law Enforcement Agencies to access vehicle license plate location data to enhance public safety aims.

"LEARN-NVLS Database Server" means a physical hardware server where the LEARN and NVLS web-based software applications are installed, hosted and managed by Vigilant Solutions, LLC.

"NVLS" means the National Vehicle Location Service web-based software application that resides on the LEARN-NVLS Database Server, which contains a database of privately acquired LPR data, made accessible only to Law Enforcement Agencies and Officers with valid ORI code, whereby such LPR data may be provided to LEARN Agency Accounts controlled by Law Enforcement Agencies.

"LEARN" means the National Vehicle Location Service web-based software application that resides on the LEARN-NVLS Database Server, which allows management of License Plate Recognition (LPR) systems and LPR data access.

"Licensee" means any Agency that has been granted a license to use LEARN software, under separate LEARN licensing Agreement, for the purposes of managing LPR systems, LPR data and in some cases access LPR data shared by other LEAs and NVLS.

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

"Agency Account" means a LEARN Agency Account that consists of a combination of subdivided User access level accounts that



will be managed by you and any User of your organization which is issued access credentials.

"LPR" means the process of utilizing cameras, either stationary, or mounted on moving vehicles, to capture and interpret images of license plates located on vehicles.

"LPR Data" means License Plate Recognition data including: 1) Detection data generated by License Plate Recognition Systems; 2) Hot-List records, or target vehicle list(s); 3) Hit matches between Hot-List and Detection records; 4) Other data that may be considered pertinent and/or in conjunction with Detection, Hot-List, and/or Hit data.

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

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

VALID LAW ENFORCEMENT USERS AND DATA DISTRIBUTION

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

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

You acknowledge that you, at your sole discretion, are able to share your LPR data with similarly situated Users who have executed this Agreement (for example, law enforcement Users can share LPR data scans with other law enforcement Users). Additionally, the nature of your Agency Account may allow for you to gain access to certain privately obtained LPR data that: 1) you have been granted access to; and 2) which also exists within LEARN-NVLS.

You agree that your Agency Account may receive LPR Data 'Hit' reports whereupon your Hot-List license plates or other national format Hot-List license plates are seen to match LPR data scans within your jurisdiction whereby such scan data exists within the LEARN-NVLS Database Server. Specifically you agree:

- Data uploaded to your Agency Account is 100% controlled by you and your User group
- Data uploaded to your Agency Account may be shared with other Law Enforcement Agencies under the direct discretion of you and your User group
- Data uploaded to your Agency Account may be shared with NVLS data pool under the direct discretion of you and your Agency Account User group - NVLS User agreement shall govern any data shared to NVLS from any Agency Account
- LEARN-NVLS does NOT and will NOT share data loaded to an Agency Account with non-law enforcement entity
- Law Enforcement Agency clients who load data LPR Data to an Agency Account are 100% responsible for data access being made to Users of the Agency Account via software interface controls afforded by the commercially licensed LEARN

OBLIGATIONS OF USER

Each User will, or may, be privy to Confidential Information. User acknowledges that a large part of the LEARN-NVLS Database



Server value to users comes from the collection and analysis of this Confidential Information and disclosure of any such Confidential Information by any User to unauthorized entities would cause irreparable damage to LEARN-NVLS. As a result of the sensitive nature of the Confidential Information, User agrees not to disclose, directly or indirectly, any information obtained or garnered as a result of its' User status within LEARN to any third party except to the extent necessary to complete the obligations under this Agreement. THIS PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT AND PROHIBITIONS AGAINST DISCLOSURE OF CONFIDENTIAL INFORMATION ARE FOR AN INDEFINITE PERIOD OF TIME.

As a User, you are prohibited from selling any LEARN data, providing access rights to view such data to any third party, or providing any LPR data obtained from LEARN to any third party. Access to this anonymous data is restricted for law enforcement purposes only, and any actions taken to associate this anonymous data with personal information from other sources must be done pursuant to the permissible purposes granted law enforcement under the Federal Driver's Privacy Protection Act (DPPA).

You must use your account in a manner that demonstrates integrity, honesty, common sense and respect for the rights of LEARN - NVLS and other users of LEARN. You must comply with any data usage guidelines set forth or adopted by LEARN-NVLS. You agree to warrant and represents the following: 1) Your entity is duly organized, validly existing and in good standing, and are qualified and/or licensed to do business in all jurisdictions to the extent necessary to carry out your obligations under this Agreement; and 2) with execution of this Agreement, this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms;

PROHIBITIONS OF DISCLOSURE BY USER

You shall not create, publish, distribute, or permit any written, electronically transmitted or other form of publicity material that makes reference to the LEARN LPR Database Server or this Agreement without first submitting the material to Vigilant and receiving written consent from Vigilant thereto. This restriction is specifically intended to protect the user's interests in divulging information that may result in counter measures from the criminal elements, and this is also to protect Vigilant's competitive interests and ensure consistency with other media messaging. Breach of this provision may result in immediate termination of this Agreement upon notice to you.

ADDITIONAL TERMS & CONDITIONS

During the term of this Agreement, we grant to you a non-exclusive, non-transferable right and license to: 1) access the LEARN-NVLS Database Server solely in accordance with the terms and for the purposes of this Agreement; and 2) use our logos, trade names, trademarks, and similar identifying material (collectively, the "Licensed Materials") that we provide to you. You may not alter, modify or change the Licensed Materials in any way and you are only entitled to use the Licensed Materials during such time as you are a User. This license will terminate immediately upon termination of this Agreement.

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

Subject to the Automatic Termination Clause set forth in below, this Agreement shall be valid throughout the time you remain an active Licensee in good standing with LEARN-NVLS. This Agreement shall not be prematurely terminated unless either party breaches this Agreement and such breach remains uncured for 30 days after receiving written notice of such breach.

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

LEARN-NVLS WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST OF



BUSINESS). IN NO EVENT WILL THE COMPANY'S CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED \$10,000.00.

Indemnification, you agree to indemnify, defend and hold harmless LEARN-NVLS and their employees, representatives, agents, officers, directors, and corporate employees (each, an "Indemnified Party"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party based on or arising from any claim: 1) resulting from your breach of this Agreement; 2) that involves any vehicle owned or operated by you; 3) any employee or independent contractor hired by you; or 4) any and all claims based on your actions or omissions. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Party in connection with or arising from any such claim, suit, action, or proceeding.

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

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

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

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

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

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

Neither party will be liable for failure to perform or delay in performing any obligation under this Agreement if such failure or delay is due to fire, flood, earthquake, strike, power outage, blizzard, war (declared or undeclared), commercial impracticability, embargo, blockade, legal prohibition, governmental action, riot, insurrection, damage, destruction or any other cause beyond the reasonable control of such party.

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

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

Please address all inquiries and notices to:

Vigilant Solutions, LLC

Attention: Steve Cintron

1152 Stealth Street

Livermore, CA 94551

925-398-2079

info@vigilantsolutions.com