

AGREEMENT WITH ID NETWORKS, INC.

This Agreement dated the Effective Date, is entered into by and between the Madison Village, on behalf of the Madison Village Police Department (hereinafter identified as the Customer) with its principal place of business at 126 W Main St, Madison, OH 44057 and ID Networks Inc., 7720 Jefferson Road, Ashtabula, Ohio 44004 (hereinafter referred to as the Vendor). This Agreement is made between the parties for the purpose of the scope of projects described below.

NOW WHEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF PROJECTS. The Vendor shall provide equipment, software, and/or services as described herein.

The purpose of the Madison Village PD RMS Mobile Project is to provide software and workflow improvements. The primary deliverables for this project are as follows:

- Law enforcement records management system
- Mobile law enforcement capabilities
- Services as described herein

The Primary Delivery Cycle shall include all deliverables shown in Attachment A

2. CONTRACT DOCUMENTS. The Contract Documents consist of this Agreement and the following documents:

- Attachment A – ID Networks Sales Quotation dated December 3rd, 2013

The intention of this Contract Document is to include all labor, materials, software and other items as necessary for the proper execution and completion of the work.

3. COMPENSATION. The Customer will compensate the Vendor in the following amount:

- Purchase Option: \$26,625, with Annual Maintenance of \$2,475
- Payment Plan Option: 5 years @ \$5,325 with fixed Annual Maintenance of \$2,475

Customer will notify ID Networks within 30 days of final signatures as to their choice of payment plan for the project. If written notice is not received by the Vendor within 30 days of the mutual signatures, then the Vendor will assume the multi-year payment plan option, and begin billing the first annual payment upon “Go-live” of the two systems.

- A. PROJECT IMPLEMENTATION & ACCEPTANCE, PAYMENTS.
- B. Vendor will submit invoices to the Customer, in accordance with the Implementation Task List Summary shown in the table below. Each task list is structured to support the delivery, installation, integration, training, support, and service necessary to successfully implement the system solutions being provided.
- C. Each of the tasks below is supported by mutually agreed upon activities to support each task required. Payments provided by the Customer to the Vendor shall follow the guidelines indicated below. Annual invoices are expected to be issued by ID Networks to the Customer.
- D. Annual Payments Plan: First payment is due upon execution of this agreement. Service fees are guaranteed at a fixed price for the duration of this agreement.

Payment #	Year	Annual Customer Payments Towards initial purchase
1	2014	5,325
2	2015	5,325
3	2016	5,325
4	2017	5,325
5	2018	5,325
	Total	\$26,625

Notes
<ol style="list-style-type: none"> 1. Payments will not begin until RMS and Mobile are in a "Go-Live" state. 2. The plan above provides for payback within 5 years. 3. This is a NO INTEREST agreement. 4. Service Rates are guaranteed not to increase for the life of this Software Agreement. 5. This agreement promotes a Major Technology Upgrade, and also includes continuing technology upgrades and service throughout, guaranteeing the latest software technologies even 5 years from now. 6. Installation of the ID Networks RMS and Mobile systems will be completed over a 1-2 month period. 7. Excess payments or early payoff may be applied by the customer at any time, without penalty. 8. A fixed Annual Service fee will be in addition to the annual payments listed above with at a rate of \$2,475 and will be due as of 30 days after go live.

- E. ID Networks warrants that the software being provided within this agreement will successfully interface with the Ohio LEADS system and NCIC queries, if applicable, and if all necessary programs needed for such are purchased and licensed.

- F. Any 3rd party payments required for the project, but outside the bounds of this agreement, are the responsibility of the Customer. Any payments to ID Networks shall not be held up or modified due to Customer delays or 3rd party delays. Any implementation delays by the customer for any reason, including related delays by 3rd parties acting on behalf of the customer, shall extend the timeframe available to ID Networks for its performance.
- G. Task List Acceptance provided by the Customer to the Vendor shall follow the guidelines indicated within the quotation, and shall supersede all acceptance definitions and conditions explained elsewhere. The Vendor will provide project updates to the Customer as requested monthly.
- H. Payment may be withheld on account if any defective work by Vendor, as determined by Customer, is not remedied.
- I. The making of final payment shall constitute a waiver of all claims by the Customer except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Vendor except those previously made in writing and still unsettled.
- J. Should there be any unforeseen circumstances that prevent the completion or payments on the work outlined in this document, the Customer may cancel this order within 90 days of signing the agreement, provided a written notice of cancellation is sent to the Vendor prior to the cancellation.
4. MAINTENANCE. The customer has the right to terminate their maintenance arrangement provided they notify the vendor in writing within 60 days of the renewal period. The vendor will not terminate this agreement during the 5 year period. Regardless of the termination of the maintenance, the full and initial purchase price of this system must be fulfilled within the 5 year period as stated above.
5. SUPPORT COSTS. If the customer opts for normal business hours support only, but chooses to call for after hours support, each incident will be billed at a rate of \$250 per incident, regardless of the nature, outcome, or time spent. Billings for after hours support will not be billed to the customer until the 5th after hours call occurs.
6. MADISON TOWNSHIP CONTINGENCY. Should the Madison Township Police Department elect not to purchase or install ID Networks CAD, Mobile or RMS systems for any reason, ID Networks will allow Madison Village to terminate this agreement without having to make any initial payment for such systems.
7. PERSONNEL. Vendor warrants and represents that all personnel employed to provide services hereunder are completely trained and fully qualified to provide such service, including sub-contractors assigned to all or part of a Task List.
- Points of Contact for both the customer and vendor will be declared during a project kickoff session, within 2 weeks of signature approvals by both parties

6. COMPLIANCE WITH LAWS.

A. In providing all services pursuant to this contract the Vendor shall abide by all ordinances, laws, and legal regulations pertaining to the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of the Agreement, and shall entitle the Customer to terminate this Agreement immediately upon delivery of written notice of termination to the Vendor.

B. Contractor shall comply with all federal, state, county and municipal laws and ordinances.

7. GOVERNING LAW. The law of the State of Ohio shall apply to any litigation between the parties with regard to this Agreement and control the interpretation of this Agreement.
8. ASSIGNMENT. Vendor will not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Customer.
9. MATTERS TO BE DISREGARDED. The titles of several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
10. RECORDS. Vendor agrees to promptly notify the Customer in writing of the receipt of any written or verbal requests for inspection and copying of any documents relating in any manner whatsoever to the services provided by the Vendor as well as any actual or proposed response made to these requests. All such information is confidential and Vendor agrees not to disclose such information to any person or entity without the express written consent of the Customer. The restrictions herein shall not extend to discussions or disclosures to Vendor's employees or contractors, as may be required to perform the services covered by this Agreement, in which case Vendor shall insure that any such employees or contractors are aware of the confidentiality requirements under the Agreement and are properly trained to protect such confidentiality. Breach of this section shall be treated as a material breach of this Agreement.
11. SERVICES NOT PROVIDED FOR. No claim for services furnished by the Vendor, not specifically provided in the Agreement, will be allowed by the Customer, nor shall the Vendor do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the Customer. Such approval shall be considered to be a modification of the Agreement, and shall reference this Agreement specifically in its content, including a designation of any payments and obligations.
12. SUBCONTRACTS. The Vendor shall provide all services hereunder by and through its own employees or contractors designated herein; Vendor may not provide any services hereunder by means of subcontracts with individuals not qualified by the Vendor. Vendor hereby designates the following subcontractors:
- We may utilize law enforcement personnel for consulting, training and specialized support.

13. SEVERABILITY. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate that portion of the Agreement forthwith upon the delivery of written notice of termination to the other party.
14. WAIVER OF BREACH OR DEFAULT. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provisions of this Agreement shall not be construed to be modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of the Customer.
15. DEFAULT AND REMEDY. In the event of a default in any of the terms of this Agreement, the party not in default may pursue any of its right under the laws of the State of Ohio, as well as an addition to any of the rights provided herein.
16. NOTICES. All Notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first class United States Mail (or equivalent) to the following:

Customer: Chief Dawn Shannon
 Madison Village Police Department
 126 W Main St
 Madison, OH 44057

Vendor: ID Networks, Inc.
 Bonnie Blenman, Contracts Administrator
 7720 Jefferson Road
 PO Box 2986
 Ashtabula, Ohio 44005

Notices transmitted by first class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. Business day shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Ohio by Ohio Law, as now or hereafter amended.

17. SUBSTITUTIONS. The Vendor shall not substitute equipment or goods without the express written permission of the Customer.
18. WARRANTIES. The Vendor guarantees the equipment and goods at the time of delivery to be subject to the Manufacturers Maintenance Agreement and assigns all Manufacturers Warranties to the Customer. Vendor warrants and represents that at time of delivery it has good title to the aforementioned equipment free of all liens and encumbrances of whatsoever kind and description, and that there exists no lien or property interest in such equipment other than the Vendor's interest therein. The Vendor warrants its work and products as provided in the ID Networks Quotation and will perform all work in a professional, workmanlike manner.

19. **ATTORNEY FEES:** If the Vendor defaults in its performance under this agreement and it thereby becomes necessary for another party or other parties to the agreement to employ the services of an attorney to enforce or terminate the agreement, the party in default shall be responsible for payment of the other party or parties reasonable attorney fees and costs incurred in enforcing or terminating the agreement and the same may be included in any judgment entered by a court of competent jurisdiction in proceedings instituted to enforce or terminate the agreement.
20. **RISK OF LOSS.** Risk of loss shall pass from the Vendor to the Customer for all goods purchased by the Customer upon physical acceptance of the goods by the Customer, following the installation of the software system and the customer acceptance and use of the product. The Vendor assumes full responsibilities and holds the Customer, its officers, employees, and agents, fully indemnified, harmless and free from and against any and all loss, cost, liability and expense (including reasonable attorneys fees and court costs for enforcement of this indemnity agreement provided for herein) paid or incurred by Customer arising from any claim or cause of action resulting from any act or omission of Vendor, its employees, agent, and sub-contractors, their agents, and employees, and all other persons performing any of the work under the Agreement.
21. **ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreements presently in effect between the parties relating to the subject matter hereof. Any modifications, alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
22. **INSURANCE.** The Vendor shall not commence work under this Agreement until it has obtained all insurance required hereunder and such insurance has been approved by the Customer. Certificates of such insurance shall be filed with the Customer prior to commencing work. Additionally, Vendor will provide the Customer with a letter from the insurance carrier that the Customer will be notified within ninety (90) days of the pending cancellation of any policy relating to this Agreement.

Each insurance company shall be subject to approval by the Customer, and the respective policies shall name the Customer as an additional named insured. Approval of the insurance by the Customer shall not relieve or decrease the liability of the Vendor hereunder. Such insurance is primary and in no event will be considered contributory to any insurance purchased by the Customer. Such insurance will not be canceled, reduced, or materially changed without providing the Customer ninety (90) days advance written notice, via certified mail.

Contractor will provide certificates of insurance, as requested, evidencing the following types and limits of insurance.

- a. Comprehensive General Liability: \$1,000,000 limit for bodily injury, personal injury, or death to each person; \$1,000,000 limit for property damage per occurrence; and \$1,000,000 for all other types of liability. The aggregate shall be a minimum of \$2,000,000.
- b. Automobile Liability: \$1,000,000 limit per accident for each person and \$1,000,000 for each occurrence.

c. Insurance Rating: All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A.M. Best rating of A: VII.

23. Year 2000 COMPATIBILITY. All software purchased under this agreement is compatible with the Customer software that is year 2000 or more recent vintage.

24. EFFECTIVE DATE. January 1st, 2014

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

CUSTOMER
MADISON VILLAGE, OHIO

By: Dawn C. Shannon

Name:

Title: Chief of Police

Date: 1/21/2014

By: [Signature]

Name:

Title: [Signature]

Date: 1/21/14

VENDOR
ID NETWORKS, INC.

By: [Signature]

Name: Douglas G. Blenman Sr.

Title: President

Date: 12-26-2013

December 3, 2013

Chief Dawn Shannon
Madison Village Police Department
126 W Main St
Madison, OH 44057



Dear Chief Shannon:

We are pleased to be providing you with this quotation for your consideration. This solution is intended to offer you a direct replacement option for your current RMS and Mobile LEADS systems from TAC Computer.

ID Networks is a veteran public safety software company. We proudly serve over 1,000 public safety agencies in fifteen states. We appreciate the opportunity to demonstrate our system to multiple members of your staff, and would welcome any questions you or your village administrators may have.

This budgetary estimate includes both the software and services necessary for us to fully implement these two new systems in conjunction with the recently purchased like systems at the Madison Township Police Department. The only things that we have not quoted in this document, and that you may wish to consider is some additional RAM if any of your existing your laptops do not already have 4Gb or RAM, as well as any optional GPS receivers or AVL software that you may purchase now or later and at your discretion.

We understand that your agency is looking to purchase your next system using the budgeted annual maintenance costs of your existing system. ID Networks is willing to work with you to make that happen and will offer Madison Village the option to make yearly payments at 0% interest to pay for our system. We hope that this flexibility to pay for the system using your existing maintenance budget will help your department to make this transition a more financially reasonable option.

We thank you for your interest and look forward to any further discussions of our quotation you may have.

Sincerely,

Doug Blenman Jr.
Public Safety Product Manager
dblenman@idnetworks.com
Direct: (440) 695-3800



Mobile CAD Software					
1.	IDMobile CAD Client - LE	Mobile CAD client for dispatch, queries, and messaging	7	1,000	7,000
2.	NetMotion Policy Management	Policy Management Server – Includes 8 Device License (SMB level)	7	275	1,925
3.	Mobile AVL	Software to perform automatic vehicle locations in Mobile CAD software	7	100	700
Sub-Total					9,625
RMS Software					
4.	IDRecords RMS Client/Server Software	IDRecords Management System utilizing an MS-SQL server database (Very Small Agency Pricing)	1	7,500	7,500
5.	RMS-FBRS Client Software	RMS Field Based Reporting Client License – (SOAP-enabled requires cellular connection)	7	500	3,500
6.	Court Citation Export	Export of Citations from RMS to the local court system	1	N/C	N/C
Sub-Total					11,000
Technical Services					
7.	Project Management Services	Project Manager service days to oversee the installation and coordination necessary to successfully implement system	2	1,000	2,000
8.	Installation & Configuration	Onsite & Remote installation and configuration of system wide settings and client workstations	2	1,000	2,000
9.	RMS Conversion	Conversion of TAC RMS Records	1	N/C	N/C
10.	Training & Go Live Support	Onsite assistance during the project work up and on the date you go live	2	1,000	2,000
Sub-Total					6,000
Initial RMS & Mobile Purchase Costs					\$26,625

Estimated Annual Service and Support			
24 x 7 x 365 Maintenance	%	Base	Price
24/7 Maintenance & Service Support – 90 Days after "Go Live" (Pre-Paid Annually)	18%	20,625	3,712
8 x 5 x 5 Maintenance			
8x5 Maintenance & Support with the optional right to exercise billable after hours support at a rate of \$250/incident Normal business hours are Mon-Fri 8:00am-5:30pm	12%	20,625	2,475
Recommended Annual Maintenance			\$3,712

Additional Notes:

- Payment note - 5 years @ \$5,325, installment one is due upon go live of these systems
- Maintenance is paid 90 Days after "Go Live" and is Pre-Paid annually