

CITY CLERK
ORIGINAL

AOT Public Safety Corporation
103 Paul Mellon Court
Waldorf, MD 20602
(877) 729-9653

C-8374
03/01/2013



GLENDALE, ARIZONA
Investment Quote
01/25/2013

Applications	Initial License Fee	Annual Software License and Maintenance Renewal ²
	\$ -	\$ -
	\$ -	\$ -
Totals - Initial License Fees	\$ -	\$ -
Intergraph CAD interface (CAD to CryWolf) configuration and test (requires Intergraph "CryWolf View" from Intergraph)	\$ 1,600.00	
Intergraph CAD interface (CryWolf to CAD) configuration and test (requires Intergraph "I/Alarm Bulk Loader" from Intergraph)	\$ 2,400.00	
Estimated Travel Expenses (Not to exceed) - remote services	\$ -	
Total:	\$ 4,000.00	

Payment Terms:

- 50% of fees are due at contract execution date, signed quote, or receipt of purchase order 50% Upon live operation
- Annual Software License and Maintenance Renewal is due six months after installation and annually thereafter and shall be invoiced by and paid directly to Public Safety Corporation (PSC) This will be added to current maintenance for existing clients
- Any Training & Installation Fees are due as incurred
- Travel and living expenses, if any, are in addition to the prices quoted above and will be invoiced by PSC
- CryWolf Software, services and maintenance terms will be governed by the End User Software License and Maintenance Agreement dated 9/23/2010 between PSC and the City of Glendale
- Pricing for any CryWolf software does not include required database software Customer is responsible for obtaining this software separately Any third party hardware/software maintenance and or warranty will be provided by the third party hardware and software manufacturer(s)
- Any applicable taxes are not included in the above fees and if applicable, will be added to the amount in the payment invoices
- Please indicate that your purchase order is per the terms and conditions of this proposal dated January 25, 2013.**

Product Notes:

The pricing, terms and conditions in this quote will be honored provided it is fully executed on or before 3/31/13.

Glendale Police Department
6835 North 57th Drive
Glendale AZ 85301

Horatio Skeete 2/28/13 Horatio Skeete

Authorized Signature

Date

Printed Name

Prepared by Les Greenberg, General Sales Manager. Fax 301-638-9319

Source LG 10/15/2007

Approved as to form:

ATTEST:

[Signature]
City Clerk

[Signature]
Craig Tindall
City Attorney

AOT Public Safety Corporation
103 Paul Mellon Court
Waldorf, MD 20602

Confidential



AOT Public Safety Corporation
103 Paul Mellon Court
Waldorf, Maryland 20602
Toll Free: 1-877-SAY-WOLF
www.crywolf.us

C-7408
09/23/2010

ANNUAL END USER SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Agreement between **AOT Public Safety Corporation (PSC)**, located at 103 Paul Mellon Court, Waldorf, Maryland 20602, Dell, Inc. and, City of Glendale, an Arizona municipal corporation, acting through the Glendale Police Department (**End User**) with its principal place of business at 6835 North 57th Drive, Glendale, AZ 85301. PSC and End User are referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, PSC has created and markets a patented (U.S. Patent No. 6,856,246), software proprietary product called CryWolf®, (also referred to as the "Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms; and,

WHEREAS, the Software has been developed at PSC's private expense for the commercial marketplace and is not in the public domain; and,

WHEREAS, the End User desires to obtain a non-transferable, non-exclusive license to use CryWolf®.

NOW, THEREFORE, the Parties agree as follows:

1. **Scope of License.** The End User is hereby licensed annually, for so long as the End User continues this Annual End User Software License and Maintenance Agreement (Agreement), to use the Software on the End User's single system, network, or multiple independent systems, as stated in **Schedule A – Provided Software Licenses ("Schedule A")**.
2. **Support Services to End User.** Training, installation and other support services are to be provided, as outlined in **Schedule B – Statement of Work** dated August 25, 2010 ("**Schedule B**").
3. **Payment.** The End User shall pay Dell Inc. for initial license(s) and the Support Services described and provided as stated in **Schedule B** utilizing Arizona Contract AD050028-A3-1-A9.
4. **Technical Support.** PSC shall provide End Users with technical support by telephone, electronically, and by publication for no additional fee as part of this Agreement (See **Schedule A**). PSC maintains a website to facilitate its technical support.
5. **Upgrades and Additional Services.** The End User and PSC may upgrade, as

new releases or enhancements (bug fixes, patches, etc.) of the Software are issued by PSC at no cost to the End User so long as End User remains current with the annual support fee. The End User and PSC may add to or modify Software or related support services in conjunction with this Agreement or at a later time by executing a mutually agreed contract supplement. The license for the use of any upgrades to the Software or its documentation supplied through such agreements shall be covered by the terms of this Agreement.

6. **Changes.** The End User may request, by written notice to PSC, an alteration in the scope or duration of the training, installation and/or support services. All changes shall be incorporated into this Agreement by the Parties' execution of a mutually agreed contract supplement. No change directive shall vary or otherwise affect the terms, conditions and provisions of this Agreement except as specifically set forth in the mutually agreed contract supplement.
7. **Annual Software License and Maintenance Renewal.** On July 1, 2011; the End User shall have the option to continue the Agreement with PSC exclusively. The annual fee for continuing this software license and maintenance shall be \$6,620.00 for the first annual renewal period, and shall be paid directly to PSC and shall be billed to End User on a quarterly basis. After the first annual period, the fee may be increased by no more than 5% annually, unless custom software modifications are made at the End User's request, or additional software licenses are added by executing a mutually agreed contract supplement.
8. **Not for Commercial Use or Resale.** Use of the Software is limited to use by the End User. The End User may not use this Software for commercial purposes. The End User may not resell, or otherwise transfer for value, the Software.
9. **Removal, Transfer, or Modification of Software.** The End User shall keep all copies of the Software at the actual site(s) of installation and in no other place (except that one back-up copy may be kept at the End User's usual location for keeping computer data back-ups). The End User shall not remove the Software outside the United States. The End User shall not modify nor authorize modification of the Software in any manner without express written permission of PSC.
10. **Reproduction and Copyright.** The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, Canada. To the extent permitted by law, the End User may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without prior written consent of PSC, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network. The Software must be copied as a whole and each copy must include this Agreement. To the extent permitted by law, all other copying is prohibited.

11. **Limitations on Reverse Engineering, Decompilation and Disassembly.** The End User may not reverse engineer, decompile, or disassemble the Software.
12. **Separation of Components.** The Software is licensed as a single product. Its component parts may not be separated.
13. **Notices of Intellectual Property Rights.** The End User shall assure that PSC's notices of intellectual property (e.g., patent, trademark, and copyright notices), if any, shall remain visible on the Software when displayed electronically or when output created by it is printed out.
14. **Warranty and Disclaimer.** The Software will perform substantially in accordance with its accompanying administrative and user manuals, and any additional End User specifications included in this Agreement. For a period of one (1) year from the date of this Agreement, PSC agrees to correct or replace, at its own expense, any Software that does not conform to this documentation and specifications.

The End User is obtaining the Software to support the End User's enforcement of the current End User false alarm ordinance ("Ordinance"). Beyond supporting enforcement of this Ordinance, PSC does not guarantee that the Software will meet "all requirements" of the End User's business or all requirements of the Software with which it interacts. PSC shall not be responsible for any damages, consequential or otherwise, that the End User or its employees or agents in the use of the Software may suffer. (Such damages shall include but not be limited to lost profits, lost sales, all actions lying in tort, prima facie tort, or any other cause of action arising out of the use or performance of the Software.)

15. **Termination.** The Software license shall terminate immediately if the End User does not comply with any term of this Agreement, including but not limited to, nonpayment of license and maintenance fees, nonpayment of other contracted for services, removal of the Software to other locations, unauthorized copying of the Software, or modifying the Software in any manner. The End User may terminate this license without cause at any time by indicating in writing to PSC.
16. **Return/Destruction of Software.** Upon termination, this license shall cease; all copies of the Software and documentation shall be returned to PSC or destroyed. Any use of the Software after termination is not authorized by PSC and shall be considered by PSC to be infringement of its intellectual property rights.
17. **Protection of PSC Trade Secrets and Intellectual Property.** Except as directed by PSC and permitted under this Agreement, the End User shall not at any time during or after the term of this Agreement allow the copying of the Software or its documentation by any person, or permit any other person to authorize copying or make copies of the Software, its documentation, or any part of it. The End User

Glendale, Arizona 85301

With a copy to: Glendale City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

24. **Consent to Jurisdiction, Venue, and Service.** All legal proceedings relating to the subject matter of this Agreement shall be maintained in courts sitting within the State of Arizona. The End User consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, addressed to the Party where it is to receive notice.
25. **Severability.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired
26. **No Waiver.** The failure by any Party to exercise any right stated in this Agreement shall not be deemed a waiver of the right.
27. **Foreign Prohibitions.** Both Parties certify under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that they do not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
28. **E-Verify.** Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) in the event either Party employs one or more employees in this state. Both Parties represent that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it will notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.
29. **Complete Agreement.** This Agreement sets forth the entire understanding of the parties as to the Agreement's subject matter and may not be modified except by further written agreement.

Date: 9/13/10

AOT Public Safety Corporation

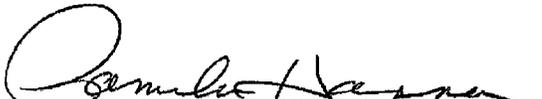
By: 
LES GREENBERG
Chief Executive Officer

**CITY OF GLENDALE, an Arizona
municipal corporation**

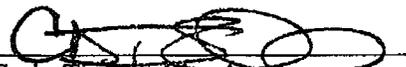

Ed Beasley, City Manager

Date: 9 - 23 - 10

ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Craig Tindall, City Attorney