



We have prepared a quote for you

DPD - Insight LPR - 2025-12-23

Quote # 072451

Version 1

Prepared for:

Diamondhead Police Department

Darryl Russell

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190 E. Capitol Street Suite 175
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Products

Item	Description	Price	Qty	Ext. Price
INSIGHT-PTZLPR	Insight PTZ LPR Camera - Annual Recurring	\$2,200.00	1	\$2,200.00
PTZLPR-WARRANTY	Insight PTZ LPR Warranty - Included	\$0.00	1	\$0.00
INSIGHT-LPRDS	Insight LPR PTZ Data Storage - Included	\$0.00	1	\$0.00
INSIGHT-INSTALL	Insight LPR Installation - One-Time Fee	\$550.00	4	\$2,200.00
INSIGHT-DS-EC	Insight LPR Data Storage (Existing Cameras) - Annual Recurring	\$330.00	5	\$1,650.00

Subtotal: \$6,050.00

Original proposal approved
11/4/25

Insight LPR

Item	Description	Price	Qty	Ext. Price
INSIGHT-PTZLPR	Insight PTZ LPR Camera - Annual Recurring Fee	\$2,400.00	1	\$2,400.00
INSIGHT-INSTALL	Insight LPR Installation - One-Time Fee	\$600.00	1	\$600.00
INSIGHT-DS-EC	Insight LPR Data Storage (Existing Cameras) - Annual Recurring	\$800.40	5	\$4,002.00

Subtotal: **\$7,002.00**

Proposed Revision

DPD - Insight LPR - 2025-12-23

Prepared by:

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Quote Information:

Quote #: 072451
Version: 1
Delivery Date: 12/23/2025
Expiration Date: 01/22/2026

Quote Summary

Description	Amount
Insight LPR	\$7,002.00

Total: \$7,002.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

▶ Insight LPR License Agreement

License Agreement

GOVERNMENT AGENCY CUSTOMER AGREEMENT

(SERVICE AGREEMENT)

This Government Agency Customer Agreement (Service Agreement) (this “**Agreement**”) is entered into by and between **Insight LPR, LLC**, a Delaware limited liability company, with a place of business at 1014 MS-471, Brandon, MS 39042 (“**Insight**”) and **Diamondhead Police Department**, with a place of business at **500 Diamondhead Circle, Diamondhead, MS, 39525** (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Insight offers a software and hardware solution for automatic license plate detection through Insight’s technology platform (the “**Insight Service**”), and upon detection, the Insight Service creates Footage (as defined herein) and can provide notifications to Agency upon the instructions of a Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to utilize the Hardware from Insight and to use and/or have installed access to the Insight Service and Hardware in order to create, view, search Footage and receive Notifications, including those from non-Agency users of the Insight System (where there is an investigative purpose) such as schools, neighborhood homeowners’ associations, businesses, and individual users; and

WHEREAS, Insight desires to provide Agency the Insight Service and Hardware and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and evidence gathering (“**Purpose**”).

NOW, THEREFORE, Insight and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1A. TERM OF CONTRACT. This Agreement is effective upon the complete execution hereof by the Parties and continues unless otherwise terminated as provided herein. Specifically, Insight may terminate this Agreement upon the first to occur of: (i) Agency’s breach of any terms hereof or any license for third-party software; (ii) Agency’s use of the Insight Service is prohibited by law or is disruptive to, adversely impacts or causes a malfunction of the Insight Service, Insight’s network or systems; or (iii) Insight receives an order from a court or a regulatory authority to cease the provision of the Insight Service to Agency. Upon termination of this Agreement, Insight immediately will cease providing the Insight Service to Agency, all licenses provided by Insight hereunder will terminate, and all Hardware made available to Agency will be returned promptly to Insight, whether such delivery is made by Agency or by Insight repossessing such Hardware, as determined by Insight.

DEFINITIONS. Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this **Section 1**.

“**Agency**” has the meaning set forth in the preamble.

“**Agency Data**” means the data, media and content provided by Agency through the Insight Service. For the avoidance of doubt, the Agency Data will include the Footage and geolocation information and environmental data

collected by sensors built into the Units.

“Agency’s Installation Obligations” has the meaning set forth in **Section 2.7.2**.

“Aggregated Data” has the meaning set forth in **Section 4.4**.

“Agreement” means this Government Agency Customer Agreement (Service Agreement).

“Authorized End User” means any individual employees, agents, or contractors of Agency accessing or using the Insight Service through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

“Defect” has the meaning set forth in **Section 6.1**.

“Deployment Plan” has the meaning set forth in **Section 2.7.1**.

“Designated Location” has the meaning set forth in **Section 2.7.1**.

“Disclosing Party” has the meaning set forth in **Section 4.1**.

“Documentation” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Insight Service and Hardware which is provided by Insight to Agency in accordance with the terms of this Agreement.

“Effective Date” has the meaning set forth on the Order Form.

“Embedded Software” means the software and/or firmware embedded or preinstalled on the Hardware.

“Footage” means still images and/or video recordings of suspect vehicles captured by the Hardware in the course of and provided via the Insight Service.

“Hardware” means the cameras provided by Insight to Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Insight Service. The term **“Hardware”** excludes the Embedded Software.

“Implementation Fee(s)” means the monetary fees associated with the Installation Services, set forth in **Section 2.7**.

“Initial Fees” has the meaning set forth in **Section 5.1**.

“Insight” has the meaning set forth in the recitals.

“Insight Designated Locations” has the meaning set forth in **Section 2.7.1**.

“Insight IP” means the Insight Service, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

“Insight Service” means the provision, via the Web Interface, of Insight’s software application for automatic

license plate detection, searching image records, and sharing Footage.

"Installation Services" means the services provided by Insight regarding the installation, placements and configuration of the Hardware, pursuant to the Order Form.

"Monitoring Services" has the meaning set forth in **Section 2.9**.

"No-Fee Term" has the meaning set forth in **Section 5.4**.

"Non-Agency End User" means Insight's non-Agency customer that has elected to give Agency access to its data in the Insight System.

"Non-Agency End User Data" means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

"Notifications" has the meaning set forth in the recitals.

"On-Site Services" has the meaning set forth in **Section 2.9**.

"Order Form" means the Proforma Invoice attached hereto as **Exhibit A**.

"Party" has the meaning set forth in the preamble.

"Permitted Purpose" has the meaning set forth in **Section 2.4**.

"Proprietary Information" has the meaning set forth in **Section 4.1**.

"Purpose" has the meaning set forth in the recitals.

"Receiving Party" has the meaning set forth in **Section 4.1**.

"Reinstalls" has the meaning set forth in **Section 2.7.1**.

"Service Suspension" has the meaning set forth in **Section 2.6**.

"Special Terms" has the meaning set forth in **Section 2.10**.

"Terms" has the meaning set forth on the Order Form.

"Unit(s)" means the Hardware together with the Embedded Software.

"User ID" has the meaning set forth in **Section 2.1**.

"Usage Fee" means the subscription fees to be paid by Agency for ongoing access to Services and Hardware set forth in **Section 5.1**.

"Web Interface" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Insight Service in accordance with the terms of this Agreement.

INSIGHT SERVICE AND SUPPORT

Provision of Access. Subject to the terms of this Agreement, Insight hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Insight Service via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency's designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface. Authorized End Users will be required to sign up for an account, and select a password and username ("User ID"). Insight will also provide Agency the Documentation to be used in accessing and using the Insight Service. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Insight Service and shall cause Authorized End Users to comply with such provisions. Insight may use the services of one or more third parties to deliver any part of the Insight Service, including without limitation using a third party to host the Web Interface which the Insight Service makes available to Agency and Authorized End Users. Insight will pass through any warranties that Insight receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND INSIGHT'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

Embedded Software License. Subject to all terms of this Agreement, Insight grants Agency a limited, nonexclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on or linked by a cloud-based interface to the Hardware by Insight; in each case, solely as necessary for Agency to use the Insight Service.

Documentation License. Subject to the terms of this Agreement, Insight hereby grants to Agency a nonexclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Insight Service as contemplated herein.

Usage Restrictions. The purpose for usage of the equipment, the Insight Service and support, and the Insight IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("Permitted Purpose"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Insight IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Insight IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Insight IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Insight IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Insight; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Insight IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Insight IP; (vii) use the Insight Service or Hardware for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Insight Service or Hardware, support, equipment and the Insight IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Insight and its

licensors retain all right, title and interest in and to the Hardware, the Insight IP and their respective components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Insight retains the right to use the foregoing for any purpose in its sole discretion. There are no implied rights.

Suspension. Notwithstanding anything to the contrary in this Agreement, Insight may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Insight IP if Insight reasonably determines that (a) there is a threat or attack on any of the Insight IP; (b) Agency's or any Authorized End User's use of the Insight Service or Hardware disrupts or poses a security risk to the Insight Service or any other customer or vendor of Insight; (c) Agency or any Authorized End User is/are using the Insight IP for fraudulent or illegal activities; (d) Insight's provision of the Insight Service and Hardware to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Insight has suspended or terminated Insight's access to or use of any third party services or products required to enable Agency to access the Insight IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Insight Service or Hardware for anything other than the Permitted Purpose (each such suspension, in accordance with this **Section 2.6**, a "**Service Suspension**"). Insight will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Insight's registered e-mail address) and to provide updates regarding resumption of access to the Insight IP following any Service Suspension. Insight will use commercially reasonable efforts to resume providing access to the Insight Service and Hardware as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Insight will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension.

Installation Services.

Designated Locations. Prior to performing the physical installation of the Units, Insight shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Insight and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (the "**Deployment Plan**") (each Unit location so designated by Agency, a "**Designated Location**"). Insight shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation, including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Insight and accepted by Agency without alteration will be known as "**Insight Designated Locations**." After a Deployment Plan with Designated Locations and equipment has been agreed upon by both Insight and the Agency, any subsequent changes to the Deployment Plan ("**Reinstalls**") driven by Agency's request will incur a charge for Insight's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy as set forth on **Exhibit B** attached hereto and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.

Agency's Installation Obligations. Agency agrees to allow Insight and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. "**Agency's Installation Obligations**" include, to the extent required by the Deployment Plan, but are not limited to, electrical work to provide a reliable source of 120V AC power that follow Insight guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for: (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware and its use; or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Insight exclude the foregoing. Without being obligated or taking any

responsibility for the foregoing, Insight may pay and invoice related costs to Agency if Agency did not address them or a third party requires Insight to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Insight to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

Insight's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Insight's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Insight's obligation to perform installation work shall cease; however, Insight will continue to monitor the performance of the Units and receive access to the Footage after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Insight's access in the preceding sentence, which would waive Insight's responsibility to ensure such action was successful. Agency understands and agrees that the Insight Service will not function without the Hardware. Labor may be provided by Insight or a third party.

Hazardous Conditions. Unless otherwise stated in this Agreement, Insight's price for the Insight Service under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in a Designated Location in which Insight is to provide the Insight Service and Hardware, Insight shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Insight as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

Support Services. Subject to the payment of fees, Insight shall monitor the performance and functionality of the Insight Service and Hardware and may, from time to time, advise Agency on changes to the Insight Service, Installation Services, or the Designated Locations which may improve the performance or functionality of the Insight Service or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Insight will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by e-mail at support@insightlpr.com. Insight will use commercially reasonable efforts to respond to requests for support.

Hardware Upgrades; Proprietary Markings. As technology evolves, Insight reserves the right to replace or upgrade the Hardware at its discretion, from time to time, at no additional charge to Agency. Any such upgraded equipment will be deemed Hardware provide under the terms of this Agreement. Agency shall not alter, remove or hide any notices affixed to the Hardware, nor shall Agency permit any other person or entity to do so.

Special Terms. From time to time, Insight may offer certain "**Special Terms**" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

Changes to Platform. Insight may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of the Insight Service, (b) the competitive strength of, or market for, the Insight Service, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

AGENCY RESTRICTIONS AND RESPONSIBILITIES

Agency Obligations. Agency agrees to provide Insight with accurate, complete, and updated registration information.

Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Insight, which consent may be withheld, conditioned, or denied at the sole discretion of Insight. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Insight Service. Agency will, at its own expense, provide assistance to Insight, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Insight to perform its obligations hereunder, including, without limitation, any obligations with respect to support services or any Installation Services.

Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Insight Service and Hardware only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. **Agency hereby agrees to indemnify and hold harmless Insight against any damages, losses, liabilities, settlements and expenses, including, without limitation, costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency's Installation Obligations, or otherwise from Agency's use of the Insight Service, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Insight has no obligation to monitor Agency's use of the Insight Service and Hardware, Insight may do so and may prohibit any use of the Insight Service and Hardware it believes may be (or alleged to be) in violation of the foregoing.**

CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

Confidentiality.

Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Insight is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Insight Service and the Hardware. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Insight or collected by Insight via the Unit, including the Footage, to enable the provision of the Insight Service. Except with respect to Insight's ability to share data collected via a Unit (including the Footage) as provided in **Section 4.1.3** and **Section 4.4**, the Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person, or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the Parties' respective rights therein, at all times in exercising at least a reasonable level of care. Each Party agrees to restrict access to the Proprietary Information of the other Party to those employees or agents who require access in order to perform hereunder.

The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Receiving Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in providing the Insight Service or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Insight's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without

restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Insight may access, use, preserve and/or disclose the Footage to government officials and/or third parties, if legally required to do so or if Insight has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Insight, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Additionally, nothing in this Agreement will prevent Insight from sharing the data collected via a Unit (including the Footage) with any law enforcement agency that subscribes to Insight's platform.

Agency and Non-Agency End User Data. As between Insight and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data belong to and are retained solely by Agency. Agency hereby grants to Insight a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Insight to provide the Insight Service to Agency, including without limitation the support services set forth in **Section 2.9**, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in **Section 4.4**). As between Insight and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter of this Agreement, Agency hereby assigns (and will cause its agents and representatives to assign) to Insight all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Insight shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Insight Service and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Insight will compile anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Insight Service (the "**Aggregated Data**"). Agency hereby grants Insight a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Insight Service and for other marketing, development, diagnostic and corrective purposes, other Insight offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only, without further approval of Agency. No rights or licenses are granted except as expressly set forth herein.

Transparency Laws. Insight understands and acknowledges that the Agency is a public entity subject to State and Federal transparency laws, including freedom of information and open meetings acts, MCL 15.231 and 15.261, et seq, respectively. Notwithstanding anything to the contrary within this agreement, nothing herein shall prohibit the Agency from complying

with, or render it liable for, complying with transparency laws.

PAYMENT OF FEES

Fees. If applicable, Agency will pay Insight the first Usage Fee, the Implementation Fee and any fee for Hardware (together the “**Initial Fees**”) as set forth on the Order Form on or before the thirtieth (30th) day following the Effective Date of this Agreement. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

Changes to Fees. Insight reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ written notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by e-mail). If Agency believes that Insight has billed Agency incorrectly, Agency must contact Insight no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Insight’s customer support department. Agency acknowledges and agrees that a failure to contact Insight within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

Invoicing, Late Fees; Taxes. Insight may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Insight thirty (30) days after the date of the invoice. Unpaid amounts are subject to a finance charge of one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of the Insight Service and use of the Hardware. Agency shall be responsible for all taxes associated with the Insight Service and use of the Hardware, other than U.S. taxes based on Insight’s net income.

REMEDY; WARRANTY AND DISCLAIMER

Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a “**Defect**”), Agency must first make commercially reasonable efforts to address the problem by contacting Insight’s technical support as described in **Section 2.9**. If such efforts do not correct the Defect, Insight shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Agency shall not be required to replace subsequently damaged or stolen Units; however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen Units and that Insight will have no liability to Agency regarding such affected functionality nor shall the Fees owed be impacted.

Exclusions. Insight will not provide the remedy described in **Section 6.1** if any of the following exclusions apply: (i) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Insight; (ii) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (iii) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized in writing by Insight.

Warranty. Insight provides a one year manufacturer’s warranty and shall use reasonable efforts consistent with prevailing industry standards to maintain the Insight Service and Hardware in a manner which minimizes errors and interruptions in the Insight Service and shall perform the Installation Services in a professional and workmanlike manner. Insight Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Insight or by third-party providers, or because of other causes beyond Insight’s reasonable control. Insight shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled disruption of Insight Service. Failure to provide notice shall not give rise to any liability or reimbursement of any fees hereunder.

Disclaimer. THE REMEDY DESCRIBED IN **SECTION 6.1** IS AGENCY'S SOLE REMEDY, AND INSIGHT'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. INSIGHT DOES NOT WARRANT THAT THE INSIGHT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE INSIGHT SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS **SECTION 6.4**, THE INSIGHT SERVICE AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND INSIGHT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE DISCLAIMER IN THIS **SECTION 8.4** ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN **SECTION 8.6**, OR IF NO STATE IS MENTIONED IN **SECTION 8.6**, BY THE LAWS OF THE STATE OF DELAWARE.

Insurance. Insight and Agency each will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

Force Majeure. Insight is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

LIMITATION OF LIABILITY AND INDEMNITY

Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, INSIGHT AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (i) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (ii) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (iii) FOR ANY MATTER BEYOND INSIGHT'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (iv) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (v) FOR CRIME PREVENTION; OR (vi) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO INSIGHT FOR THE INSIGHT SERVICE (INCLUDING, WITHOUT LIMITATION, THE HARDWARE) UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT INSIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE INSIGHT SERVICE. THE LIMITATION OF LIABILITY IN THIS **SECTION 7** ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN **SECTION 8.6**, OR IF NO STATE IS MENTIONED IN **SECTION 8.6**, BY THE LAW OF THE STATE OF DELAWARE.

Additional No-Fee Term Requirements. IN NO EVENT SHALL INSIGHT'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Notwithstanding anything to the contrary herein, except for Insight's willful acts, Agency agrees to pay

for Insight's attorneys' fees to defend Insight for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Insight's suppliers.

Indemnity. Agency hereby agrees to indemnify and hold harmless Insight against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of **Section 3.2**, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data regarding the Insight Service, Insight employees or Non-Agency End Users, or otherwise from Agency's use of the Insight Service, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Insight has no obligation to monitor Agency's use of the Insight Service, Insight may do so and may prohibit any use of the Insight Service it believes may be (or alleged to be) in violation of **Section 3.2** or any other provision of this Agreement.

MISCELLANEOUS

Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Insight's prior written consent. Insight may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy, a current version of which is provided in **Exhibit B** of this Agreement, and the Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Insight in any respect whatsoever.

Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees.

Governing Law; Venue. This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in Chicago, Illinois, will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in Chicago, Illinois, by a sole arbitrator pursuant to the rules and regulations then

obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the Parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this Agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

Waiver of Jury Trial. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FOREGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS AGREEMENT OR ANY CONDUCT, ACT OR OMISSION OF THE PARTIES, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH THE PARTIES, IN EACH OF THE FOREGOING CASES, REGARDLESS OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

Publicity. Insight has the right to reference and use Agency's name and trademarks and disclose the nature of the Insight Service provided hereunder in each case in business and development and marketing efforts, including, without limitation, on Insight's website.

Export. Agency may not remove or export from the United States or allow the export or re-export of the Insight IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Insight Service, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations they are representing.

Equal Employment Opportunity; Nondiscrimination. Insight shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

Notices. Any notice under this Agreement must be written. Notices must be addressed to the recipient and either (i) hand delivered; (ii) placed in the United States mail, certified, return receipt requested; (iii) deposited with an overnight delivery service; or (iv) sent via e-mail and followed with a copy sent by overnight delivery or regular mail, to the address or e-mail address as specified below. Any mailed notice is effective three (3) business days after the date of deposit with the United

States Postal Service or the overnight delivery service, as applicable; all other notices are effective upon receipt. A failure of the United States Postal Service to return the certified mail receipt to the dispatcher of such notice will not affect the otherwise valid posting of notice hereunder.

Insight's address for all purposes under this Agreement is:

Insight LPR, LLC
Attention: John Nethery
1014 MS-471
Brandon, MS 39042
e-mail: john.nethery@InsightLPR.com

Agency's address for all purposes under this Agreement is:

Attention:
e-mail:

Either Party may designate another address for notice by giving the other Party at least five (5) business days' advance notice of its address change.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

Insight: **Insight LPR, LLC**

Date: _____

By:
Name:
Title:

Agency:

Date: _____

By:
Name:
Title:

[Signature Page – Government Agency Customer Agreement (Service Agreement)]

EXHIBIT A – Order Form

INSIGHT LPR, LLC

Customer: _____

Address: _____

Expected Payment Method: _____

Initial Term (months): _____

Renewal Term: (months) _____

Billing Term: Annual payment due Net 30 per terms and conditions

Designated Administrator: _____

Phone: _____

Email: _____

Billing Contact (if different than above):

Name: _____

Email: _____

Fees			
Name	Price	QTY	Subtotal
Usage Fee			
Implementation Fee			

		Year 1 Total	
		Recurring Annual Total	

Special Terms:

By executing this Order Form, Customer represents and warrants that it has read and agrees to all the terms and conditions contained in this Data Services Agreement. The parties have executed this Agreement as of the dates set forth below.

Insight LPR LLC

Customer _____

Name: John Nethery

Name: _____

Title: CEO

Title: _____

By: _____

By: _____

EXHIBIT B

Reinstall Policy and Fee Schedule

Reinstall Policy

After a Deployment Plan with Designated Locations and equipment has been agreed upon by both Insight and Agency, any subsequent changes to the Deployment Plan ("**Reinstalls**") driven by Agency's request will incur a fee per the table below.

All fees are per Reinstall or required visit (in the case that a Reinstall is attempted but not completed) and include labor and materials.

Reinstall Fee Schedule:

Description	Fee
Camera relocation, existing pole non-AC powered	\$350
Camera relocation, Insight pole and/or AC powered	\$750
Camera replacement as a result of vandalism, theft, or damage	\$500

Pole replacement as a result of vandalism, theft, or damage
Trip charge

\$500

\$350