

## Agreement Terms

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This is a legal contract. Please carefully read all terms and conditions before signing. Any changes to this Agreement must be mutually agreed to by both parties prior to signing. Upon both parties mutually executing this Agreement, Innova Zones and Stephenville Police Department hereby agree as follows:

1. **Initial Term:** The initial term of this agreement shall be based on a 12-month term. The agreement starts on the scheduled build meeting date.
2. **Setup Fees:** Each Human Interface Platform from Innova Zones has a setup fee. The setup fee in this agreement will be billed on the initial invoice. All fees are detailed in the Pricing Proposal (Exhibit A).
3. **Cancellation:** Stephenville Police Department may cancel this Agreement by notifying Innova Zones in writing, at least 30 days prior to the end of the initial term.
4. **Auto Renewal:** At the end of the initial term, if Stephenville Police Department has not cancelled, the Agreement shall automatically renew at the same term as this Agreement.
5. **Scope of Work:** Stephenville Police Department is responsible for the initial setup and ongoing maintenance of all purchased Human Interface Platforms as indicated on the Pricing Proposal (Exhibit A) of this Agreement. This includes the import of all uniforms, equipment, ammunition, and firearms provided by Stephenville Police Department into Innova Zones system, as well as any ongoing adjustments to these items upon request.

6. **Setup & Build:** Stephenville Police Department shall be assigned an IZ Representative, whose responsibility is to gather Stephenville Police Department tracked items, discuss specifics related to tracked items, and set a timeframe for launch. It is the responsibility of Stephenville Police Department to provide the IZ Representative all existing documentation for the tracked items it wishes to include. Stephenville Police Department shall have the opportunity to approve the system prior to launch.
  
7. **Ongoing Maintenance & Support:** All training, technical support, and adjustments to the purchased Human Interface Platforms as indicated on the Pricing Proposal (Exhibit A) are included in the annual software license fee. No additional fees for support/service shall be charged during the term of this Agreement, unless the scope of work increases.
  
8. **Travel:** All builds, trainings, and roll outs are typically done through virtual meetings. However, any travel required are excluded in the pricing provided in the Pricing Proposal (Exhibit A) and shall be billed separately to Stephenville Police Department. Should travel be necessary, Innova Zones shall have all travel requests approved in writing by Stephenville Police Department.
  
9. **Adding additional Human Interface Platforms through the year:** Client may add Human Interface Platforms at any time through the first year at the same price and setup fees as the last proposal price quoted (if applicable). All Human Interface Platforms added can be synced up with existing Human Interface Platforms on the anniversary renewal invoice so only one invoice would be issued (client preference).
  
10. **Annual Increases:** Annual software license fees may be subject to annual increases. Compared to the previous year's rate, annual increases shall not be more than five (5) percent, or the Consumer Price Index published by the Bureau of Labor Statistics, whichever is greater.

11. **Change Requests:** Any additions or changes to the scope of work not included in the Pricing Proposal (Exhibit A) may be subject to additional charges if they are outside of the initial Human Interface Platform(s) selected. All changes within the Human Interface Platforms selected are at no additional charge.
  
12. **Billing Terms:** Payment terms for all invoices from Innova Zones. First year annual software license fees and one-time setup fees shall be Net-30 days, and will be invoiced at the time the Agreement is mutually executed by both parties. On the anniversary date, the annual software license fees, and any amortized one-time setup fees, shall be invoiced 30-60 days prior to the anniversary date.
  
13. **User Licenses:** Innova Zones does not charge a per-user license fee; Stephenville Police Department may add as many users as necessary in the system at no additional cost. Each user in the Innova Zones system shall have a unique login and password and role-based security access for each Human Interface Platform (Administrator or User). It is the responsibility of Stephenville Police Department to update this information for each user they would like added into the system.
  
14. **Data Storage & Protection:** All data input into Innova Zones system is owned by Stephenville Police Department under all circumstances, even if B Stephenville Police Department were to cancel this Agreement. Stephenville Police Department may retrieve a copy of its logs in digital format at any time during the term of this Agreement for no fee, by contacting Innova Zones. Stephenville Police Department may also retrieve a copy of its logs for up to 12 months after cancellation of this Agreement, by contacting Innova Zones.
  
15. **Equipment:** If Stephenville Police Department chooses to have Innova Zones supply equipment, Stephenville Police Department is solely responsible for said equipment upon delivery. Innova Zones does not commit to any equipment warranty of any kind.



Exhibit A



# Stephenville Police Dept

**Reference: 20221121-133059244**  
Quote created: November 21, 2022  
Quote expires: February 19, 2023  
Quote created by: Britton Barker  
britton.barker@innovazones.com  
+1 (806) 674-2398

### Products & Services

Item & Description	Quantity	Unit Price	Total
Serve and Protect Zones Program Ammo, Uniform, Equipment, and Fleet Zone (Includes 5% Discount)	1	\$3,420.00 / year	\$3,420.00 / year
System Build/Implementation Custom System Build and Employee Training	1	\$250.00	\$250.00

### Subtotals

Annual subtotal			\$3,420.00
One-time subtotal			\$250.00
<b>Total</b>			<b>\$3,670.00</b>

6363 N. State Highway 161,  
Suite 125  
Irving, TX 75038  
682.200.6901

**INNOVA ZONES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Stephenville Police Department**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_