



New Ops Inc.

RAPTOR PRODUCT SALES AND SERVICE AGREEMENT

This ***RAPTOR PRODUCT SALES AND SERVICE AGREEMENT*** ("Agreement") is made and entered into between New Ops Inc., an Alabama corporation, hereinafter "New Ops" and the Foley Alabama Police Department, a law enforcement agency, hereinafter "LEA." The effective date is the date Agreement is executed as set forth below.

WHEREAS, New Ops, Inc. is the developer and owner of a computer based criminal investigation program entitled ***RAPTOR***, and

WHEREAS, the LEA desires to implement the New Ops' ***RAPTOR*** system,

NOW THEREFORE, inconsideration of the mutual covenants and benefits contained in this Agreement and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PRODUCTS/SERVICES

The LEA is purchasing a License authorizing access to the ***RAPTOR*** law enforcement intelligence gathering system. The License shall include:

a. Access to RAPTOR

All sworn officers and other designated employees of the LEA shall be provided access to ***RAPTOR***.

b. Installation of RAPTOR

Installation includes development of interoperable software necessary to make certain the electronic databases currently in use by the LEA and electronically available to New Ops properly interface with ***RAPTOR***. These electronic databases may include the following:

Jail Management System	Computer Aided Dispatch Records
Intelligence Information Records	Field Interview Reports
Incident/Offense Reports	Metals Sales
Pseudoephedrine Purchases	Probation and Parole Records
Court Records	Registered Felon Records
Sex Offender Records	Jail Visitor Logs
Other specialized records related to Criminal Intelligence	

New Ops shall not be responsible for connecting **RAPTOR** to any databases, including those identified above, unless the LEA or a participating network law enforcement agency is able to provide electronic access to said database.

New Ops shall be responsible for the effective installation of **RAPTOR** and shall be responsible for resolving any problems or issues relative to its successful operation as determined by the Sheriff or his designee.

c. Training

New Ops shall provide training for the LEA personnel who are designated Users under this License. This includes the original system and any upgrades or modifications. All training will be conducted at the facilities of the LEA or at the training facilities of New Ops as needed to facilitate effective training.

d. Technical Support

New Ops acknowledges and accepts that the **RAPTOR** criminal investigation system will be employed by the LEA in critical law enforcement and related functions. Therefore, New Ops will provide technical support for mission-critical applications immediately if at all possible but at least within four (4) hours of a request for assistance. New Ops technical support staff shall be fully accessible by telephone, text and/or e-mail at all times.

2. LICENSE PERIOD

The License period shall be for one year.

3. PUBLISHED RAPTOR FEES

Hub Agency (Agency with 50+ Sworn Officers)

• License Fee.....	\$ 15,000.00
• Installation Fee.....	\$ 3,500.00
• Monthly User Fee (per user)....	\$ 15.00
• Annual License Renewal Fee....	\$ 3,500.00

Satellite Agency (Agency with 49 or fewer Sworn Officers)

• License Fee.....	\$ 3,500.00
• Installation Fee.....	\$ 1,500.00
• Monthly User Fee (per user)...	\$ 15.00
• Annual License Renewal Fee....	\$ 500.00

Monthly invoicing will begin immediately upon the successful installation of **RAPTOR**. License fees are due and payable upon the execution of this Agreement.

4. PLACE OF WORK

New Ops shall perform its services at the LEA facilities or at New Ops' corporate facilities in a manner to provide efficient services as determined by New Ops.

5. INITIATION OF INSTALLATION

The parties agree that time is of the essence in the performance of this agreement. New Ops shall begin work within ten (10) business days after execution of this Agreement. The LEA shall be fully apprised of the progress of all work and New Ops shall devote sufficient time and resources, as is reasonably necessary, to fulfill the spirit and purpose of this Agreement. It is anticipated that the system will be fully functional within thirty (30) days from the start of implementation.

6. WORKMANSHIP AND QUALITY OF SERVICES

New Ops shall use commercially reasonable efforts to perform all services under this Agreement and all work shall be performed in a workmanlike and professional manner to the reasonable satisfaction of the LEA. All work performed shall conform to prevailing industry and professional standards.

7. CONTRACT SCOPE

Specifically incorporated into this Agreement are all projects and work undertaken pursuant to this Agreement. Any consulting or software development requested by the LEA outside of this Agreement shall be handled through a separate Agreement. This includes work that may need to be performed to assist the LEA in converting non-electronic information into an electronic format.

8. CONTRACT CHANGES

In the event the LEA requests changes to this Agreement, the changes shall be agreed upon by both parties in writing and made a part of this Agreement as an Addendum Exhibit.

9. CONFIDENTIALITY

New Ops acknowledges and agrees that the LEA procedures and activities include generation and maintenance of information which must be kept confidential, including but not limited to investigative information, details of law enforcement and jail operations, inmate information, crime victims, witnesses, and others. New Ops acknowledges that the effectiveness of the LEA depends, in part, upon keeping such information confidential, and that the unauthorized use or disclosure of such information would cause irreparable harm to the LEA and its mission.

New Ops covenants and agrees that its personnel, subcontractors and their employees, and any others who will participate in providing services under this Agreement on behalf of New Ops, shall keep confidential all such information coming into their possessions, excepting only such information as is already known to the public. New Ops and others performing work hereunder of New Ops' behalf shall not release, use or disclose any such information except with the express prior written permission of the LEA.

New Ops acknowledges and agrees for itself and others performing work hereunder on New Ops' behalf that the obligation to keep such information confidential is continuing and shall survive termination of this Agreement, and that such information shall forever be kept confidential, except under the limited circumstances stated in this provision. If New Ops uses any subcontractor's employees or other agents to perform services hereunder, the foregoing provisions shall apply to all such persons, and upon request of the LEA, New Ops shall cause such persons to execute written agreements to abide thereby.

10. OWNERSHIP OF MATERIALS and COPYRIGHTS

All papers, memoranda, notes, reports, charts, programs, data, videos, and other documents and items of every kind relating to the business of the LEA and used in the installation or operation of **RAPTOR** shall be turned over to the LEA upon termination of this Agreement.

The LEA recognizes that **RAPTOR** is wholly owned by New Ops, Inc. and will make no claim on the **RAPTOR** system or any upgrades that may be initiated. Upon termination of this agreement, the LEA agrees to return to New Ops, Inc. all hardware and materials provided by New Ops, Inc. and **RAPTOR**

11. SHARING OF INFORMATION BETWEEN LAW ENFORCEMENT AGENCIES

As part of this License Agreement, the LEA agrees to share only criminal intelligence information stored within its electronic databases AND made available for inclusion in the **RAPTOR** system with any other legitimate law enforcement agency that is also a **RAPTOR** Licensee and requests permission to do so. Likewise, the receiving Licensee will, by its license, agree to share information with the LEA if requested to do so.

New Ops shall only be obligated to supply to the LEA such data as may be made available by the law enforcement agencies within the **RAPTOR** Network.

12. ADVERTISING

New Ops shall not, without the prior consent of the LEA, directly or indirectly use the agency's name in any advertisement, news release, or publication.

13. PERMITS and LICENSES

The parties will cooperatively obtain any required permits and/or licenses which must be obtained during the performance of this agreement. Additional fees to be invoiced to the LEA may be associated with the needed permits and/or licenses which will be disclosed to the LEA before acquiring the permit or license.

14. LENGTH OF CONTRACT

a. Term

This agreement is for twelve (12) months commencing on the execution date and continuing on a consecutive monthly basis.

b. Termination

This agreement may be terminated by either party providing ninety (90) calendar days written notice. Additionally, this agreement may be terminated at any time by mutual, written consent of the LEA and New Ops. If the contract is terminated with written 90 day notice by the LEA within six months of the execution of this agreement, then any pricing incentives shall not apply and New Ops standard fees will apply retroactively in order to recover up-front costs of New Ops.

15. CONTACT PERSONS

For purposes of this agreement, the initial contact person for the LEA during the installation phase will be Jessica Middleton, IT Services Coordinator, telephone (251) 943-4141, ext. 299. The contact person for New Ops Inc. during the installation phase shall be Matt Feeney, telephone (251) 656-4118. After the installation phase, both parties may choose to designate other contact persons.

16. AMENDMENT

This Agreement may be amended only by an instrument in writing signed by all parties hereto.

17. LEGAL CONSTRUCTION

Should any one or more of the provisions contained in this Agreement, for any reason, be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality or unenforceability shall not affect any of the other provisions of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceability provisions had never been contained in it. Any ambiguities in this agreement, or any amendment or an exhibit hereto, shall not be resolved against the drafter but shall be construed in accordance with their fair meaning. The parties hereto additionally acknowledge that each party and its counsel have had the opportunity to review and revise this agreement.

18. CHOICE OF LAW, JURISDICTION, AND VENUE

It is expressly agreed and stipulated that this agreement shall be deemed to have been made and to be performable in the State of Alabama, County of Mobile, and all questions concerning the interpretation or performance of any of its terms or conditions, or of any rights or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Alabama. Venue and jurisdiction shall be proper only in the Federal and State Courts located in Mobile, Alabama.

19. NOTICE

Any notice required or allowed to be delivered hereunder shall be in writing and shall be deemed to be delivered when either (1) hand-delivered to the parties represented below, or (2) when deposited in the United States mail, postage prepaid, certified mail, return receipt requested to the party's representative below.

IF TO THE LAW ENFORCEMENT AGENCY (LEA):

Foley Police Department
200 E. Section Street
Foley, AL 36535
Attention: David Wilson, Chief of Police

IF TO NEW OPS:

New Ops, Inc.
3737 Government Blvd.
Suite 401
Mobile, AL 36693
Attention: Michael Magnoli

20. THIRD PARTIES

Nothing in this agreement shall be construed to create any third party or in favor of any third party rights, licenses, powers, privileges, or remedies. Nothing in this agreement shall be construed to create, impose or give rise to any duty of the party hereto a non-party to this agreement.

21. WAIVER

The waiver by a party hereto of a breach or violation of any provision of this agreement shall not be construed to be a waiver of any subsequent provision(s) of this agreement.

22. DEFAULT

It shall be an event of default hereunder if either party breaches a term or provision of this agreement and fails to cure such breach within ninety (90) days after receiving written notice from another party of such breach.

23. NO LIMITATION ON IMMUNITY OR OTHER DEFENSES

Nothing in this agreement may be construed to limit in any way any immunity offer to the LEA, its officers, employees, agents, servants, or contractors, pursuant to federal or state.

24. FORCE MAJEURE

The parties' obligations under this agreement are subject to, and no party shall be liable for, delays of failure to perform caused by or due to fire, flood, water, weather, events, labor disputes, power outages, civil disturbances, or any other cause beyond the party's reasonable control.

25. SPECIAL PROVISIONS AND CONTINGENCIES**

- The Initial License Fee shall be \$4,500. The License Fee shall be payable upon execution of this contract. Thereafter, the Annual License Renewal Fee shall be \$1,000.
- The Installation Fee shall be \$1,500 and shall be payable upon execution of this contract
- The Monthly User Fee shall be based on \$15.00 per User and shall be fixed at a level monthly invoice rate of seven hundred and fifty dollars (\$750.00) base on (50) initial Users. The contract will be reviewed and adjusted only in the event of an increase of fifteen percent (15%) in the number of Users for three consecutive months and only with concurrence of the LEA. Invoicing for the Monthly User Fees shall begin only after RAPTOR is installed and operational to the satisfaction of the LEA.

- ** If any conflict exists between the other terms of this contract and any Special Provision or Contingency, then the Special Provision or Contingency shall control. However, all other terms of the contract not in conflict with the special provision or contingency shall remain in full force and effect.

26. ENTIRE AGREEMENT

This agreement is a complete integration of understanding and supersedes any and all prior understanding, writings, proposals, representations, and/or agreement, both oral and written, among the parties of this agreement with respect to its subject matter.

IN WITNESS WHEREOF, the parties hereof have caused this agreement to be executed by their duly authorized representatives who sign below.

City of Foley

Name: _____
John Koniar
Mayor

Date: _____

Foley Police Department

Name: _____
David Wilson
Chief of Police

Date: 10-3-13

New Ops, Inc.

Name: _____
Michael A. Magnoli
President

Date: September 30, 2013