Memorandum

Agenda Item No. 7(A)(1)(D)

TO: Hon. Chairperson Barbara Carey-Shuler Ed. D. and Members, Board of County Commissioners

DATE: September 9, 2004

FROM: George M. Burgess
County Manager

SUBJECT: Resolution Authorizing the County Manager to Accept a TSA Cooperative Research Agreement Grant and Authorizing Waiver of Formal Bid Procedures for the Purchase of Consulting Services and Equipment

RECOMMENDATION

It is recommended that the Board approve the accompanying resolution authorizing the County Manager to accept Transportation Security Administration (TSA) Cooperative Research Agreement # 04-G-026 administered by the Federal Aviation Administration (FAA) Research Grant Program in the amount of $1,176,472.64 to evaluate the use of smart video surveillance to enhance perimeter security and access control at Miami International Airport (MIA). It is further recommended that the Board authorize a waiver of formal bid procedures for the procurement of ObjectVideo software, hardware and consulting services. Finally, it is recommended that the Board waive the requirements of Resolution No. R-377-04.

BACKGROUND

In November 2001, the President signed into law the Aviation and Transportation Security Act (PL 107-71). The Act imposed a number of security directives on the Federal government, airport operators and air carriers designed to strengthen aviation security. The TSA, under the Aviation and Transportation Security Act, was tasked to establish and execute pilot projects to "evaluate new and emerging technologies" for controlling access to secure areas at airports.

Subsequently, the Department of Homeland Security (DHS), Transportation Security Administration (TSA), Transportation Security Laboratory solicited airports to participate in pilot projects that have potential to improve airport security. The projects were eventually awarded as research grants to evaluate emerging technologies in "real life" applications and to implement immediate security improvements at airports in the areas of access control, passenger-screening checkpoints, checked baggage screening and perimeter security.

On June 27, 2003, ObjectVideo approached the Aviation Department with a technology and grant application that met the TSA requirements. In keeping with the DHS/TSA response deadline of July 18, 2003, the Aviation Department, on July 17, 2003, submitted a proposal outlining an aggressive plan for the deployment and testing of ObjectVideo's rule based surveillance video capabilities at MIA. The plan addressed perimeter security and checkpoint access control with the goal of enabling the fast and efficient proliferation of the most successful of these capabilities to other airports. In September 2003, the FAA Aviation Research Grants Office requested the proposal be resubmitted with a reduced scope focusing on perimeter security. The revised proposal was submitted on September 29, 2003.

On May 11, 2004, the TSA announced through the FAA Research Grants Office its award of $1,176,472.64 to the Miami-Dade Aviation Department. As the grant recipient, the Aviation Department is obligated to administer grant funds to install, evaluate, test and rate ObjectVideo's VEW application at MIA. This must be accomplished within 18-months of the award date. It is therefore recommended that a bid waiver be authorized for the procurement of ObjectVideo software, associated hardware and consulting services and that the Board waive the requirements of Resolution No. R-377-04.

ObjectVideo will provide consulting services for the layout and implementation of the rule based video surveillance system to accelerate the implementation of product features required to provide advanced perimeter security. ObjectVideo equipment and services is not to exceed $478,458. All other components of the project (design, construction, etc.) will be procured through existing competitively bid contracts or through the established competitive bid process.

All costs associated with this project are covered in the research grant with the exception of a cost sharing measure of $112,500 as required in the solicitation. This cost sharing measure represents a percentage of Aviation Department staff salaries that will participate in overseeing the project implementation, assessing system performance and reporting its findings to the TSA. Should the system prove to be an effective security measure, the system may be retained by the Aviation Department upon agreement of the concerned parties.

Information concerning the requirements of the grant/agreement, the work product, and/or its results to the TSA is classified as security sensitive information and is protected from public release under Title 14 CFR, CFR Part 191 and Title 49 CFR Part 1520. In addition, information related to security systems at County-owned facilities is protected under Fla. Stat. 281.301; Fla. Stat. 331.22 and Fla. Stat. 119.07. Specific information regarding this program will be made available to the Board upon request in a forum that meets the requirements of the above stated laws.

FINANCIAL IMPACT

Indirect: Est. $112,500 (participating employee salary)

Direct: None, all other costs are borne by the research grant award.

ALTERNATIVE ACTION

1) Decline grant award or research project.

2) Decline opportunity to assess and acquire advanced security system enhancement at no direct cost to the County.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D. and Members, Board of County Commissioners

DATE: September 9, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(A)(1)(D)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(A)(1)(D)
9-9-04

RESOLUTION NO. _____

RESOLUTION ACCEPTING GRANT FROM TRANSPORTATION SECURITY ADMINISTRATION; APPROVING TERMS OF AND AUTHORIZING COUNTY MANAGER OR HIS DESIGNEE TO ACCEPT THE GRANT AGREEMENT; WAIVING COMPETITIVE BID REQUIREMENTS OF ADMINISTRATIVE ORDER NO. 3-38 FOR THE PURCHASE OF COMPUTER SOFTWARE, COMPUTER HARDWARE AND CONSULTING SERVICES FROM OBJECT VIDEO, INC. IN AN AMOUNT NOT TO EXCEED $478,458; APPROVING SOFTWARE LICENSE AGREEMENT AND CONSULTING AGREEMENT BETWEEN THE COUNTY AND OBJECT VIDEO, INC. FOR PURCHASE OF SOFTWARE, HARDWARE AND CONSULTING SERVICES AS PROPOSED IN TRANSPORTATION SECURITY ADMINISTRATION SOLICITATION FOR GRANT PROCEEDS; AND AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE THOSE AGREEMENTS AND TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by this reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The matters contained in the foregoing recitals are incorporated in this resolution by reference.

Section 2. This Board hereby accepts the grant from the Transportation Security Administration (TSA) for security enhancements at Miami International Airport, all as described in the accompanying memorandum and approves the terms of and authorizes acceptance by the

County Manager or his designee of the grant agreement between Miami-Dade County and the Transportation Security Administration, which is designated TSA Cooperative Research Agreement No. 04-G-026 and is in substantially the form attached hereto and incorporated herein by this reference.

Section 3. This Board finds that it is in the best interest of Miami-Dade County to waive formal bid procedures and the provisions of Administrative Order No. 3-38, formal bidding being waived in connection herewith pursuant to Section 4.03(D) of the Home Rule Charter by two-thirds (2/3) vote of the Board members present, hereby approves the purchase of computer software, computer hardware and consulting services as proposed by the Aviation Department in its response to the Transportation Security Administration's solicitation for grant proceeds; and approves the Software License and the Consulting Agreement between Miami-Dade County and Object Video, Inc. all in substantially the form attached hereto and incorporated herein by this reference, in an amount not to exceed $478,458 and authorizes the County Manager or his designee to execute same for and on behalf of Miami-Dade County and to exercise any and all other rights conferred therein.

Section 4. This Board finds it in the best interest of Miami-Dade County to waive the provisions of Resolution No. R. 377-04.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 9th day of September, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

RW

Roy Wood

COOPERATIVE RESEARCH AGREEMENT

The Transportation Security Administration (TSA) hereby awards Cooperative Research Agreement Number 2004-G-026 to:

MIAMI-DADE AVIATION DEPARTMENT
AT MIAMI INTERNATIONAL AIRPORT
Miami, Florida

to pursue the research described in Proposal Number 03-P-0130, entitled: The Use of Smart Video Surveillance to Enhance Perimeter Security and Access ("grant" or "recipient") under the direction of the Principal Investigator: Mr. Mark Forare, telephone number (305) 876-0386, for a period of 18 months beginning the date of the signature by the TSA designated signatory authority below and ending 18 months later. The amount of this award is $1,176,472.64.

Miami-Dade Aviation Department will cost-share in the amount of $112,500.00.

The TSA Project Lead for the Agreement is: Ms. Diane Wilson, TSL-200, telephone number (609) 485-4509. The FAA grants analyst is Mrs. Barbara Fuller, ACX-50, telephone number: (609) 485-4919.

Since the Federal Aviation Administration (FAA) is currently administering this award, the FAA makes this Agreement in accordance with 49 USC, Section 44511 and subject to the following terms and conditions, which are hereby incorporated into this grant:

a. the proposal submitted by the grantee, dated September 29, 2003;

b. the budget for the research as proposed by the grantee;

c. the FAA Research Grants Program Directive, FAA Order 9550.7A; (particular attention should be given to Chapter 8, Section 5. "Intellectual property.") This order is located at http://www.tc.faa.gov/logistics/grants

d. NOTICE: In accordance with Section 306 (b) of Public Law 103-305, you are advised, "It is the sense of Congress that any recipient of a grant under this title, or under any amendment made by this title, should purchase, when available and cost-effective, American made equipment and products when expending grant monies;"

e. all obligations and responsibilities imposed by statute or regulation, or both, on grant recipients, whether or not explicitly stated in FAA Order 9550.7A (i.e., the responsibility for compliance with all applicable statutes and regulations rests with the grantee); (the full text of guidance on publication of technical papers and information intellectual property is attached); and

f. the Aviation Research Grant General Condition 1; (See Page 5).

Security Publications:

1) All research results related to civil aviation security must be reviewed by the Undersecretary of Transportation for Security, or his designee, prior to publication or release to the general public. This includes such items as dissertations, theses, archival and conference technical papers, technical reports, etc. The purpose of this requirement is to determine if the results contain information that may assist terrorists in undermining established security systems.

2) Information must be submitted to the Technical Monitor, who then forwards Information to the Undersecretary of Transportation for Security, or his designee, through his or her respective appropriate management official.

3) Within 4 weeks of submission, a notice of approval or declination for publication or release, or a request for a revision will be provided by the Undersecretary of Transportation for Security, or his designee, to the Technical Monitor through his or her respective service director.

Miami-Dade Aviation Department will be given a copy of a memorandum from Michael A. Canavan, former FAA Associate Administrator for Civil Aviation Security, dated May 18, 2001, which explains the protection of Part 191, Sensitive Security Information.

Public Release of Information – There shall be no public release of information concerning the requirements of grant awards/agreements, the applicant's work product, and/or results to the Government. The Transportation Security Administration, Undersecretary of Transportation for Security or designee, shall approve all requests for information pertaining to this grant award. Authority is 49 U.S.C. Section 40119 as amended by the Aviation and Transportation Security Act, Pub. L. 107-71, November 19, 2001 Section 101(e).

It is understood that this Agreement may have **substantial involvement** between the participants.

The TSA reserves the right to witness tests at the facility, to monitor progress and verify compliance with the requirements of the agreement.

The recipient shall provide detailed information on the analysis and decision software of developed system(s).

The recipient shall follow industry-accepted standard testing methodologies and statistical sampling and analysis in evaluating the system performance.

All deliverables shall be delivered to the TSL Grant Monitor. Additional distribution shall be provided on an as-needed basis.

Vendors shall provide maintenance and repair services for systems while under the Agreement.

All reports shall be prepared in accordance with TSA format requirements. All delivered reports shall not contain proprietary information or labeling.

All delivered reports, communications, etc., shall be labeled with applicable security warnings. All electronic versions of sensitive security information shall be password protected. Transmission of sensitive security information via e-mail is permissible, provided it is password protected. Classified information shall not be transmitted over non-secure channels.

All unclassified reports containing sensitive security information shall be labeled on the front cover and each page with the following warning:

> "WARNING: This document contains sensitive security information that is controlled under the provisions of 49 CFR Part 1520. No part of this document may be released without the written permission of the Undersecretary of Transportation for Security, Washington, DC, 20590. Unauthorized release may result in civil penalty or other action. For U.S. Government agencies, public availability to be determined"

Funding Support FY- 2002 - $1,176,472.64

FY-02 APPROPRIATION AND FUNDS CERTIFICATION:

05X0508140-2004-1C2BAOPA29-2B14MIA000-41010 - $1,176,472.64

The grantee agrees to abide by all the terms and conditions set out in this award letter. The grantee explicitly assures the FAA that it will comply with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act, and Executive Order 11246, dealing with Equal Employment Opportunity.

In compliance with Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions," FAA Research Grants have been assigned Catalog of Federal Domestic Assistance Number 20.108.

As a grant recipient, you are responsible for providing a copy of all single audit reports to the Federal Audit Clearinghouse. After reviewing the report, if deficiencies are found, a copy will be forwarded to the Department of Transportation Office of Inspector General who will then forward a copy to the FAA.

It is understood that a final report will be submitted to the technical monitor, with a copy to the Grants Analyst, at the completion of the last phase of this project. If for some reason the project is terminated prior to its completion date, a final report will be submitted at that time. Please submit in electronic portable document format (PDF) either on disk or by e-mail to barbara.fuller@faa.gov and diane.wilson@faa.gov.

Please review the award to ensure that you concur with its conditions. If we do not receive comments from you within 30 days from the date of this award, we will consider the conditions acceptable.

AWARDED BY:

Robin C Burke 05/05/04
Signature/Date

Robin C. Burke
Acting Assistant Administrator and
Chief Technology Officer
Transportation Security Administration
U.S. Department of Homeland Security

RESEARCH GRANT AWARD
GENERAL CONDITION 1

PAYMENT PROCEDURES.

Advance Payments. Recipients may be paid in advance, only with prior approval of the Grants Officer or their designee. Recipients must submit copies of: (1) written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient, and (2) financial management systems that meet the standards for fund control and accountability as provided in Office of Management and Budget (OMB) OMB-A-110, Subpart C, Financial and Program Management, Para 21. Cash advances to a recipient organization shall be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient for direct project costs and the proportionate share of any allowable indirect costs. The attached addendum identifies the breakdown of shared costs between the Government and the recipient.

Advances of Federal funds shall be deposited and maintained in insured accounts whenever possible. Recipients shall maintain advances of Federal funds in interest bearing accounts, unless (1), (2) or (3) apply.

1) The recipient receives less than $120,000 in Federal awards per year.

2) The best reasonably available interest bearing account would not be expected to earn interest in excess of $250 per year on Federal cash balances.

3) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

Working Capital Advance Payment. If a recipient cannot meet the criteria for advance payments and if the Grants Officer has determined that reimbursement is not feasible because the recipient lacks sufficient working capital, the Grants Officer may approve payments on a working capital advance basis. Under this procedure, the FAA shall advance cash to the recipient to cover its estimated disbursement needs for an initial period generally geared to the recipient's disbursing cycle. Thereafter, the FAA shall reimburse the recipient for its actual cash disbursements. This payment method shall only be used for recipients who are willing to provide timely advances to their subrecipients to meet the subrecipient's actual cash disbursements.

Reimbursement Method. Reimbursement is the preferred method when the requirements specified above cannot be met. Recipients shall be authorized to submit requests for reimbursement at least monthly. When the reimbursement method is used, FAA shall make payment within 30 days after receipt of the billing, unless the billing is improper.

Submission of Cash Transaction Reports. . In addition, if funds are advanced in excess of $10,000, the recipient shall submit an original and one copy of OMB Form SF-272, Federal Cash Transactions Report, to the FAA 15 days after the end of each calendar quarter.

Request for Payment. Recipients shall be authorized to submit requests for advances and reimbursements at least monthly when electronic fund transfers are not used. Requests for Treasury Check advance payment shall be submitted on SF-270, "Request for Advance or Reimbursement". This form is not to be used when Treasury check advance payments are made to the recipient automatically through the use of a predetermined payment schedule or if precluded by special Federal awarding agency instructions for electronic funds transfer.

Payments will be made by check or electronic funds transfer. When payment is to be made by check, the FAA will authorize the U.S. Treasury to make payment directly to the recipient organization. When payment is to be made electronically, the funds will be transferred between the U.S. Treasury and the participating financial institution through the Automated Clearing House (ACH) network. However, an OMB Form SF-3881, Payment Information Form, ACH Vendor Payment System, is required for processing by the Accounting Branch, ACX-32. This form is available by contacting the Aviation Research Grants Office at (609) 485-4781.

Further, please submit all financial documents to:

FAA William J. Hughes Technical Center
ATTN: Accounting Branch, ACX-32
Atlantic City International Airport, NJ 08405

U.S. Department
of Transportation
Federal Aviation
Administration

Associate Administrator
for Civil Aviation Security

800 Independence Ave., SW
Washington, DC 20591

MAY 18 2001

Contractors and Grantees:

Recent media interviews with Federal Aviation Administration (FAA) aviation security research contractors and grantees have illustrated the need for a reminder of the current policy regarding the safeguard and control of sensitive security information (SSI). While the object of our aviation security grants and contracts is to provide valuable scientific data to the explosives and weapons detection research and development (R&D) community as a whole, there are some areas considered sensitive by the FAA. Guidance regarding these sensitive areas is contained in this letter.

Aviation security R&D data are typically marked "SECRET," "CONFIDENTIAL," or "191 Sensitive Security Information." Title 14, Code of Federal Regulations, part 191 (copy enclosed), specifically restricts the transmittal of aviation security R&D information without appropriate release from this office. All information generated through aviation security grants or contracts is considered at least "191 Sensitive Security Information." The FAA technical representative or grants monitor will provide appropriate classification guidance documents and advise contractors and grantees when the appropriate level of classification exceeds "191 Sensitive Security Information."

Contractors and grantees can refer to form DD 254 and FAA Order 9550.7A, respectively, for contractual security classification requirements. Information, papers, presentations, etc., that the contractor or grantor and their technical sponsor consider appropriate for public release are sent to the Associate Administrator for Civil Aviation Security, who is solely responsible for their review and public release.

Sensitivities related to aviation security include, but are not limited to, details of acceptance or certification standards describing how well detection systems perform on given explosive types and quantities, information on how to defeat security systems or equipment, and information on how security is operationally carried out by the FAA or regulated parties. These types of sensitive data may only be shared at approved meetings with limited attendees, and are considered inappropriate for broad distribution. Written approval must always be granted before release of any information in a public forum, whether by publication, presentation, or interview. Caution is recommended when contacted by members of the media. Experience indicates that misquotes frequently occur, even with the most careful interviews. These misquotes are not always innocuous. In most cases, the best recourse is to refer the media to the FAA.

technical representative or grants monitor. For media information, please contact public affairs, Ms. Holly Baker at (609) 485-6253; for further technical information, contact Ms. Roshni Sherbondy at (202) 267-5138.

Sincerely,

Michael A. Canavan
Associate Administrator for Civil
Aviation Security

Enclosure

U.S. Department
of Transportation
**Federal Aviation
Administration**

William J. Hughes Technical Center

Atlantic City Int'l Airport
New Jersey 08405

RECEIVED
MAY 17 2004
DIRECTOR

May 11, 2004

Ms. Angela Gittens
Aviation Director
Miami-Dade Aviation Department
Miami International Airport
P.O. Box 592075
Miami, Florida 33159

Dear Ms. Gittens:

The Transportation Security Administration (TSA) is pleased to announce the award of a Cooperative Agreement to Miami-Dade Aviation Department, Miami International Airport. **Please note** that although this award is made for the TSA it is administered by the Federal Aviation Administration (FAA) Aviation Research Grants Program, ACX-50. This Agreement is to support work proposed by Mr. Mark Forare. Your Proposal Number 03-P-0130, entitled, "The Use of Smart Video Surveillance to Enhance Perimeter Security and Access Control at MIA" has been **assigned Cooperative Agreement Number 04-G-026. Please refer to this number in any future correspondence.**

Please review the enclosed award document and respond within 30 days if you require revisions or cannot abide by the conditions set forth. The FAA accounting office will be authorized to release funds in accordance with the conditions of the Agreement and Chapter 6 of FAA Directive 9550.7A found on web site http://www.tc.faa.gov/logistics/grants.

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Please contact me at (609) 485-4919 or by e-mail at barbara.fuller@faa.gov if further information is required.

Sincerely,

Barbara B. Fuller
FAA Grants Officer
Aviation Research
Grants Program, ACX-50

PROFESSIONAL CONSULTING SERVICES AGREEMENT

AGREEMENT

made as of the _____ day of _____ in the year Two Thousand and Four.

Between the County: Miami-Dade County Florida, a political subdivision of the State of Florida, acting by and through its **Board of County Commissioners**, hereinafter called the "County", which shall include its officials, successors, legal representatives, and assigns.

And the Consultant: **ObjectVideo, Inc.**
11600 Sunrise Valley Drive, Suite 290
Reston, VA 20191
Phone: (703) 654-9331
Facsimile: (703) 654-9399

Which term shall include its officers, partners employees, successors, legal representatives and assigns.

PROFESSIONAL CONSULTING SERVICES AGREEMENT
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PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA, AND OBJECTVIDEO, INC., AS CONSULTANT

A professional consulting services agreement (Agreement) is made this _____ day of _____ , 2004 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the "County") and ObjectVideo, Inc., (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, the County desires the Consultant to assist the Miami-Dade Aviation Department ("MDAD") in the implementation of TSA Cooperative Research Agreement #04-G-026.

WHEREAS, the County desires the Consultant to provide software, software maintenance, hardware and consulting services to fully accomplish the project work plan.

WHEREAS, the Consultant has the ability, skill set, and knowledge necessary to provide such assistance to perform the desired services,

NOW, THEREFORE, in consideration of the foregoing terms, and the mutual covenants contained herein, the parties hereto do hereby agree as follows:

ARTICLE 1
DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

1.1 **Airport**: Airport property in the County, which the County owns and operates.

1.2 **Agreement:** This written Agreement between the County and the Consultant, including all of its terms and conditions, all attachments, Amendments and Service Orders issued by the County hereunder.

1.3 **Amendment:** A written modification to this Agreement executed by the Consultant and the County covering changes, additions, or reductions in the terms of this Agreement.

1.4 **Board:** Board of County Commissioners of Miami-Dade County, Florida

1.5 Consultant: The named entity on page 1 of this Agreement.

1.6 County: Miami-Dade County acting through the Department. The term County as used in this Agreement shall mean Miami-Dade County, a political subdivision of the State of Florida.

1.7 County Manager: County Manager of Miami-Dade County, Florida.

1.8 Days: Calendar days.

1.9 Department: Miami-Dade Aviation Department ("MDAD"), a department of Miami-Dade County, represented by and acting through the Director or his/her Designee(s).

1.10 Director: The Director of the Miami-Dade Aviation Department or authorized representative(s) designated in writing with respect to a specific matter(s) concerning the Services.

1.11 Principal Investigator (PI): The Principal Investigator shall be Mark Forare, Assistant Aviation Director for Security, Miami-Dade Aviation Department, or his designee, or any other individual designated by the Director to represent the County during the Consultant's performance of the Services

1.12 Reimbursable Expenses: Those expenses delineated in Article 7, "Compensation", of this Agreement which are separately approved by the County that are incurred by the Consultant in fulfillment of this Agreement and which are to be compensated to the Consultant in addition to the fees described in Subarticle 7.1, "Payment for Services".

1.13 Risk Management Division: A division of Miami-Dade Aviation Department.

1.14 Services: All services, work and actions by the Consultant performed pursuant to or undertaken under this Agreement.

1.15 Service Order: A written order (consecutively numbered for reference and control purposes) initiated by the Principal Investigator in accordance with this Agreement, and countersigned by the Director and by the Consultant, directing the Consultant to either perform or modify the performance of any portion of the Services and containing the scope, time of completion and total compensation for the services authorized, or to stop the performance of such Services. The Consultant shall incur no Reimbursable Expenses under this Agreement until the Department issues an appropriate Service Order.

ARTICLE 2
GENERAL PROVISIONS

2.1 Independent Consultant Status: Each party and its people are independent consultants/contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall perform all services described herein as an Independent Consultant and not as an officer, agent, servant, or employee of the County. All personnel provided by the Consultant in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Consultant under its sole discretion, and not employees or agents of the County.

2.2 Solicitation: Except as provided by Section 2-11.1(s) of the Code of Miami-Dade County, the Consultant warrants that: 1) it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement; and 2) it has not paid, or agreed to pay any company or other person any fee, or commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the County without liability to the County for any reason.

2.3 Laws and Regulations: The Consultant shall comply with the Code of Miami Dade County (the "Code"), including but not limited to Chapter 25 of the Code, Operational Directives issued thereunder, all laws, statutes, ordinances, resolutions, regulations and rules of the United States, State of Florida, or Miami-Dade County, all as may be amended from time to time, and any and all plans and programs developed in compliance therewith which may be applicable to its operations or activities under this Agreement.

2.4 Violations of Laws and Regulations: The Consultant agrees to pay on behalf of the County any penalty, assessment, or fine, issued in the name of the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Consultant, its agents, employees or invitee, have violated any law, statute, ordinance, resolution, regulation or rule described in Article 2.3 above or any plan or program developed in compliance therewith.

2.5 Governing Law; Venue: This Agreement shall be governed by the laws of the State of Florida. Venue for all actions and claims arising from this Agreement shall be heard in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

2.6 Rights to be Exercised by Department: Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

2.7 Modifications: This Agreement may be modified and revised by written Amendment duly executed by the parties hereto, provided however that such revisions shall not have a materially adverse effect on the right of Consultant to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder. Any oral representation or modifications concerning this Agreement shall be of no force or effect.

2.8 Notices: Any notices given under the provisions of this Agreement shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, or express mail service to:

To the County:

Director
Miami-Dade Aviation Department
Post Office Box 592075
Miami, Florida 33159

with a copy to:

Mark Forare
Assistant Aviation Director Security
Miami-Dade Aviation Department
Post Office Box 592075
Miami, Florida 33159

To the Consultant:

ObjectVideo, Inc.
11600 Valley Drive, Suite 290
Reston, VA 20191

or to such other respective addressees as the parties may designate to each other in writing from time to time. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the Return Receipt from the U.S. Postal Service or on the express mail service receipt.

Notices sent to either party shall be effective when delivered in person or transmitted by telecopier ("fax") machine, one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address set forth above, or at such other address as the parties may from time to time give notice. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

2.9 Severability: If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement shall be severable.

2.10 Rights Reserved to County: All rights not specifically granted the Consultant by this Agreement are reserved to the County.

2.11 No Estoppel or Waiver: No acceptance, order, measurement, payment, or certificate of or by the County or its employees or agents shall estop the County from asserting any right of the ensuing Agreement. There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by the Consultant unless such waiver is explicitly made in writing by the Department waiving such right. No delay or failure to exercise a right under the ensuing Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under the ensuing Agreement.

2.12 Right to Regulate: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Consultant or its operations.

2.13 Headings: The headings of the various Articles and Sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

2.14 Binding Effect: The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

2.15 Warranty: The Consultant warrants that the Services furnished to the County under this Agreement shall conform to the quality expected of and usually provided by the profession in the State of Florida applicable to these services.

2.16 County Representative: The County will assign a Principal Investigator to the Project to coordinate all County responsibilities under this Agreement. All instructions from the County to the Consultant, shall be issued by or through the Principal Investigator. The Consultant shall promptly inform the Principal

Investigator in writing of any instructions received from others and of any other circumstances which arise that might affect the performance of the Services or of the Work.

2.17 Aircraft Operations Area ("AOA") Security:

2.17.1 Restricted Area Access – Identification: The Consultant shall be responsible for requesting MDAD to issue identification badges to all employees and other personnel under the Consultant's control who require access to restricted areas on the Airport as a part of their regularly assigned duties, including the AOA, access to the Terminal Building through certain AOA doors, Customs controlled areas and certain areas of the Terminal Building designated by signs and/or regulations as off-limits to unauthorized individuals employees. The Consultant is responsible for the payment of all fees associated with the issuance of MDAD ID Badges and fingerprinting fees. The Consultant shall be responsible for the immediate return of the identification badges of all personnel transferred or terminated from the employ of the Consultant or Airport assignment and upon termination of this Agreement. The Consultant shall immediately promptly report to MDAD the names of all persons who were employed by the Consultant from whom they were unable to obtain the return of MDAD-issued identification badges. In the event that an identification badge is not returned because of failure by the Consultant, the Consultant shall pay, from its own funds, MDAD's established charge for lost or stolen identification badges. MDAD shall have the right to require the Consultant to conduct background investigations and to furnish certain data on such employees before the issuance of such identification badges, which shall include the fingerprinting of employee applicants for a fingerprint based Criminal History Records Check (CHRC) for such badges. The Department shall have the right to deny the issuance of identification badges to persons.

2.17.2 Security And Aircraft Operations Area

2.17.2.1 Consultant acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration ("TSA"), Federal Aviation Administration ("FAA"), Customs and Border Protection (CBP) and MDAD as set forth from time to time relating to Consultant's work at the Airport. Consultant fully understands and acknowledges that any security measures deemed necessary by the Consultant for the protection of jobsite, or equipment and property and access to the aircraft operations area ("AOA") through the jobsite shall be

the sole responsibility of the Consultant and shall involve no additional cost to MDAD. All such security measures by the Consultant shall be in accordance with the TSA, 49 CFR Parts 1500 *et alia* and the MIA security plan.

2.17.2.2 MDAD photo ID authorized identification badges will be issued to all Consultant's employees working in the **Security Identification Display Area** ("SIDA") ", Secured, AOA or any other restricted secured area of MIA. All such employees will be issued photo identification badges upon successful passing of Federally mandated fingerprint based CHRC and will be subject to Federal Bureau of Investigation ("FBI") fingerprint based criminal background investigation.

2.17.2.3 The Consultant shall be responsible for requesting MDAD to issue identification badges to all employees whom the Consultant requests be authorized access to the SIDA, and shall be further responsible for the immediate reporting of all lost or stolen identification badges and the immediate return of the identification badges of all personnel transferred from MIA assignment or terminated from the employ of the Consultant or upon final acceptance of the work or termination of this Agreement. Consultant will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and identification issuance.

2.17.2.4 All employees of the Consultant and its subcontractor(s) who must work within MDAD secured areas at MIA shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Identification badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular contractor. MDAD Security and Safety Division shall provide the identification badges to the Consultant. Each employee must complete the SIDA training program conducted by MDAD and comply with all other TSAFAA or MDAD requirements as specified by MDAD at the time of application for the identification badge before an identification badge is issued.

2.17.2.5 Ramp permits will be issued to the Consultant authorizing vehicle entrance to the SIDA/Secured Area/AOA through specified MDAD guard gates for the term of this Agreement. These permits will be

issued only for those vehicles (including vehicles belonging to the subcontractor(s)) that must have access to the site during the performance of the Agreement. These permits will be only issued to Consultant owned vehicles or to Consultant leased vehicles (leased from a commercial leasing company). SIDA/Secured Area/AOA decals, passes, or permits to operate within the SIDA/Secured Area/AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the SIDA/Secured Area/AOA must have conspicuous company identification signs (minimum of three (3) inch lettering) displayed on both sides of the vehicle.

2.17.2.6 All vehicles operating within the SIDA/Secured Area/AOA must be provided with the Automobile Liability Insurance required in this Agreement. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request. Unless otherwise specified in the Agreement, ramp permits will not be required or issued by MDAD for work performed at the GAAs.

2.17.2.7 Before the Consultant shall permit any employee with pictured identification to operate a motor vehicle on the SIDA/Secured Area/AOA without MDAD escort, the Consultant shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss, revocation, or suspension of one's Florida driver's license.

2.17.2.8 The Consultant agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the SIDA/Secured Area/AOA. It is further agreed that MDAD has the right to prohibit an individual, agent or employee of the Consultant or subcontractor(s) from entering the SIDA/ Secured Area/ AOA. Any person denied access to the AOA or whose prior authorization has been revoked or suspended shall be entitled to a review hearing before the Director or his or her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the SIDA/Secured Area/AOA shall be advised, in writing, of the reasons for such denial.

2.17.2.9 The Consultant acknowledges and understands that these provisions are for the protection of all users of the SIDA/Secured Area/AOA and are intended to reduce the incidence of thefts, cargo tampering, sabotage and other unlawful activities at MIA and to maximize compliance with MDAD and TSA access control policies and procedures.

2.17.2.10 The Consultant understands and agrees that vehicles shall neither be parked on the SIDA/Secured/AOA in areas not designated or authorized by MDAD, nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

2.17.2.11 The Consultant understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various CBP Federal Inspection Services ("FIS") agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the CBP FIS agencies shall not be employed by the Consultant in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the CBP FIS agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Consultant.

2.17.2.12 Notwithstanding the specific provisions of this article, MDAD shall have the right to add, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD, CBP or TSA. The Consultant shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate federal agencies may require.

2.17.2.13 Consultant agrees that it will include in all agreements with its subcontractor(s) an obligation by such parties to comply with all security requirements applicable to their operations at MIA. Consultant agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD, CBP or the TSA upon the Consultant's subcontractor(s) and its individual employees for a violation of applicable security provisions, the Consultant shall be responsible to MDAD for all such violations and shall indemnify and hold MDAD harmless for all costs, fines and penalties arising therefrom which shall include reasonable attorneys' fees.

2.18 Security, No Conflicts: Each party agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not create any conflict of interest prohibited by the United States government or any other domestic or foreign government and shall promptly notify the other party if any such conflict arises during the Term.

2.19 Accounting Records of Consultant: The County reserves the right to audit the accounts and records of the Consultant supporting all payments for Services hereunder and all Reimbursable Expenses including, but not limited to, payroll records and federal tax returns. Such audit may take place during reasonable business hours for the period of the performance of this Agreement and for three (3) years after final payment under this Agreement. The Consultant shall maintain, as part of its regular accounting system, records of a nature and in a sufficient degree or detail to enable such audit to determine the personnel hours and personnel costs and other expenses associated with the Agreement. It is further agreed that said compensation provided for in this Agreement shall be adjusted to exclude any significant costs where the County determines that the payment for Services was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs. All such adjustments in compensation paid or payable to Consultant under this Agreement shall be made within three (3) years from the date of final billing or acceptance of the Services by the County, whichever is later.

2.20 Inventions and Technology: Inventions conceived or developed and arising directly out of the course of the proposal effort contemplated herein shall remain the property of the originating party. In the case of joint inventions, the parties shall establish their respective rights by negotiations between them or, failing such agreement, joint inventions shall be deemed owned jointly by the parties as tenants in common in equal shares.

2.21 Confidential Information:

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party including, without limitation, technical information (functional and technical specifications, designs, drawings, analysis, research, processes, computer programs, methods, ideas, "know how" and the like), business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public

domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was free to disclose it.

(b) Covenant Not to Disclose. With respect to the other party's Confidential Information, the recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any person or entity, except to its own employees having a "need to know" (and who are themselves bound by similar nondisclosure restrictions), and to such other recipients as the other party may approve in writing; provided, that all such recipients shall have first executed a confidentiality agreement in a form acceptable to the owner of such information. Neither party nor any recipient may alter or remove from any software, technology or associated documentation owned or provided by the other party any proprietary, copyright, trademark or trade secret legend. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information. Notwithstanding and prevailing over anything herein to the contrary, the above covenant is subject to the provisions of Chapter 119, Fla. Stat.; Chapter 281.301, Fla. Stat.; Chapter 331.22, Fla. Stat.; Title 14 CFR Part 191; Title 14 CFR Part 1520 and such applicable laws shall prevail.

2.22 Injunctive Relief: The parties acknowledge that violation by one party of the provisions of Subarticle 2.20 ("Inventions and Technology") or Subarticle 2.21 ("Confidential Information") would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

2.23 Warranties.

(a) Performance. The parties shall use reasonable efforts in fulfilling their responsibilities under this Agreement. All work product contributed by each party toward the proposal effort shall be prepared in a professional and workmanlike manner in accordance with prevailing industry standards.

(b) Disclaimer. EXCEPT AS STATED, EACH PARTY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES WITH RESPECT TO THE PROPOSAL EFFORT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY MAKES ANY WARRANTY OR ASSURANCE AS TO THE SUCCESS OF THE PROPOSAL EFFORT.

2.24 Limitation of Liabilities: NEITHER PARTY IS LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST

SAVINGS OR BUSINESS PROFIT, EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGE.

2.25 Illegal Activities: Neither party shall (a) take any action in furtherance of the proposal effort or other activities contemplated hereunder, which is illegal under United States or any applicable foreign law, rule or regulation; (b) commission any agents, consultants, public officials or other third parties, and (c) each party shall indemnify and hold harmless the other party from all loss, damage and attorney fees arising from any claim to the contrary.

2.26 Government Contract Provisions: Each party agrees to comply with all applicable government contract provisions and the terms of the grant.

2.27 Publicity. Neither party shall issue any news release, public announcement, advertisement, or other form of publicity in connection with the subject matter of this Agreement, without the prior **written** consent of the other party **and upon approval of the TSA Undersecretary of Transportation for Security or designee. All aspects of this project are classified security sensitive and are protected from public release under Title 14 CFR 191, Title 14 CFR 1520, FS 281.301; FS 331.22 and FS 119.07.** Any resulting publicity shall give full recognition to the role and contributions of both parties.

2.28. Miscellaneous: This document and the accompanying Statement of Work constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent. Neither party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

2.29 Intent of Agreement: This Agreement is for the benefit of the parties only and does not: (a) grant rights to third party beneficiaries, or to any person; or (b) authorize non-parties to the Agreement to maintain a suit for personal injuries, professional liability or property damage pursuant to the terms or provisions of the Agreement.

2.30 Entirety of Agreement: The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings

other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized by Article 2.7, "Modifications" herein or by written instrument executed by the parties hereto.

ARTICLE 3
TERM OF AGREEMENT

The term of this Agreement (the "Term") shall become effective upon execution of this Agreement by both parties and shall remain in full force and effect for eighteen (18) months or until terminated as set forth in Article 4.

ARTICLE 4
TERMINATION AND DEFAULT PROVISIONS

4.1 Termination of Agreement: This Agreement may be terminated upon prior written notice by either party as described herein. The County may terminate this Agreement or any Service Order for cause or for convenience. The Consultant may terminate this Agreement for cause in the event that the County willfully violates any provisions of the Agreement and does not cure the violation within the reasonable time period stipulated in this Agreement or agreed to by the Consultant. The Consultant shall have no right to terminate this Agreement for convenience of the Consultant, without cause.

4.1.1 County's Termination for Cause: The County may terminate this Agreement or any Service Order upon seven (7) days written notice for cause in the event that the Consultant violates any provisions of this Agreement, or performs same in bad faith, or unreasonably delays the performance of the Services. Such written notice to the Consultant shall spell out the cause and provide reasonable time in the notification to remedy the cause.

In the event the County terminates this Agreement for cause, the County will take over any and all documents resulting from Services rendered up to the termination and may complete them, by contracting with other consultant(s) or otherwise, and in such event, the Consultant shall be liable to the County for any additional cost incurred by the County due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Services and the cost of completion of such Services which would have resulted from payments to the Consultant hereunder had the Agreement not been terminated. Upon receipt of written Notice of Termination, the Consultant shall, promptly assemble and submit as provided herein or as required in any Service Order issued hereunder, all documents including drawings, calculations, specifications, reports,

correspondence, and all other relevant materials affected by such termination. No payments shall be made: 1) for Services not satisfactorily performed; and 2) for the cost of assembly and submittal of documents for services performed satisfactorily or unsatisfactorily.

4.1.2 Consultant's Termination for Cause: The Consultant may terminate this Agreement upon thirty (30) days written notice for cause in the event that the County violates any provisions of this Agreement. Such written notice to the County shall spell out the cause and provide reasonable time to cure in the notification to remedy the cause, but in no event shall it be less than fifteen (15) days per Subarticle 4.1.4. In the event the Consultant exercises its right to terminate this Agreement for cause and the County does not cure within the reasonable time period allocated, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with the article "Compensation."

4.1.3 County's Termination for Convenience: The County, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement or any Service Order upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination to be in the best interest of the County.

4.1.4 Cure Period: The County has fifteen (15) days to cure the cause of the termination. Such Cure Period commences the day after the thirty (30) day written notice period runs. The Consultant may extend the Cure Period.

4.1.5 Implementation of Termination: In the event of termination by the County for cause, the Consultant upon receipt of the Notice of Termination shall:

1. Stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Services not terminated, and as authorized by Service Order(s);

3. Terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination;

4. Transfer title to the County (to the extent that title had not already been transferred), and deliver in the manner and the times, and to the extent directed by the County, all property purchased under this Agreement and

reimbursed by the County, and not required for completion of the Services not terminated;

5. Promptly assemble and submit as provided herein all documents for the Services performed, including plans, calculations, specifications, reports, and correspondence, and all other relevant materials affected by the termination; and

6. Complete performance of any Services not terminated by the Notice of Termination.

4.1.6 Compensation For Terminated Work: In the event this Agreement is terminated, payment for Services satisfactorily performed and approved prior to the date of termination shall be made in accordance with the article entitled "Compensation".

4.2 Default: Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.

ARTICLE 5
CONSULTANT SERVICES

5.1 Start of Work: No Services under this Agreement shall be performed by the Consultant prior to the receipt of an appropriate Service Order.

5.2 Scope of Services: The Consultant shall provide professional technical and consulting services, computer software and hardware for the implementation of the smart video surveillance system at Miami International Airport. Specific tasks to be provided by the Consultant under this Agreement are set forth in Exhibit "A" – "Statement of Work". **[Note: Exhibit "A" is classified as security sensitive information and is protected from public release under Title 14 CFR Part 191 and Title 49 CFR Part 1520. In addition, information related to security systems at County owned facilities is protected under Fla. Stat., Sections 281.301, 331.22 and 119.07.]**

5.3 Service Order Procedures: The Consultant shall not perform any services under this Agreement unless and until the Principal Investigator or his or her authorized representative, issues a written Service Order directing the Consultant to perform such services. The Service Order(s), will be issued in accordance with the Implementation Schedule and Summary Proposal Budget contained in Exhibit "A".

ARTICLE 6
RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties are:

(a) Project Tasks: Each party will carry out the project tasks designated for them as described in the attached Statement of Work. ObjectVideo shall not provide any architectural & engineering or construction services.

(b) Timeliness: If not already included in the attached Statement of Work, the parties shall immediately prepare a timeline showing each party's responsibilities in the proposal effort and the expected interim and final delivery times. Unless excused in writing or rendered impossible by the other party's failure to perform, each party's adherence to the timeline shall be considered "of the essence" to the proposal effort.

ARTICLE 7
COMPENSATION

The County agrees to pay to the Consultant and the Consultant agrees to accept the amounts determined in accordance with this Article for all Services rendered to this Agreement. No payment will be made to the Consultant for work performed or reimbursable expenses incurred without a Service Order.

7.1 Payment For Services: Professional fees to the Consultant for all authorized services and reimbursable expenses to be provided during the term of this Agreement are not to exceed **Four Hundred Seventy Eight Thousand, Four Hundred and Fifty-Eight Dollars ($478,458.00**).

The fee for Services authorized in accordance with this Agreement will be computed on a Not to Exceed basis. Under this compensation basis, the Consultant is compensated for the actual time of personnel engaged directly in performing Services under this Agreement. In addition, the Consultant is compensated for other related services necessary to complete the services under Article 5. A not to exceed cap for the total fee for each assignment given under this compensation basis is provided in the Proposal Budget Form in Exhibit "A" of this Agreement

This fee constitutes all direct and indirect costs, overhead costs general and administrative expenses and profit except for those reimbursable expenses specifically defined as reimbursable expenses. Such fees shall be paid monthly by the County in accordance with the Proposal Budget Form in Exhibit "A" of this Agreement as compensation for the satisfactory provision of Services, and upon

receipt of an invoice specifying the work performed and the amount of time expended during the invoice period, from the Consultant.

7.2 Payment For Reimbursable Expenses: The Consultant shall be reimbursed by the County for expenses directly attributable to and identified as applicable to the work of the Consultant hereunder. The Consultant shall incur no reimbursable expenses under this Agreement until the Department issues an appropriate Service Order.

7.2.1 For purposes of this Agreement, any expenses associated with travel by the Consultant shall comply with the County's Administrative Order No. 6-1, "Travel on County Business," and applicable Florida Statutes.

7.2.2 Reimbursement to the Consultant for Direct Costs for office disbursements shall include long distance telephone charges, fax, courier services, and photocopies.

7.2.3 Payment for reimbursable expenses may be requested monthly and shall be made on duly certified invoices listing such expenses and substantiated by supporting documentation.

7.3 Invoices and Methods of Payment: In accordance with the Implementation Schedule and Proposal Budget Form in Exhibit "A", the Consultant shall submit monthly to the Principal Investigator, two (2) copies of a duly certified invoice for payments stating that the Services for which payment is requested have been performed per this Agreement. A copy of the applicable Service Order shall accompany the original copy of the invoice. Invoices for Services shall include the names, classification, per diem rate, hours worked, and total charge for all personnel directly engaged on the project. Additional format requirements, content and submittal date of the invoice shall be as specified by the Principal Investigator. Provided there are no problems with an invoice, as determined by the Principal Investigator. Payment by the County shall be in accordance with both the "Florida Prompt Payment Act," Part VII, Chapter 218, Florida Statutes and the "Sherman S. Winn Prompt Payment Ordinance", Section 2-8.1.4 of the Miami-Dade Code. Invoices with problems will be immediately returned to the Consultant without payment.

7.4 Total Authorized Amount For This Agreement: The Total Authorized Amount for this Agreement, including reimbursable expenses is **Four Hundred Seventy Eight Thousand, Four Hundred and Fifty-Eight Dollars ($478,458.00)**. Any portion of this sum for which payment is not authorized in writing by the Principal Investigator shall remain the property of the County and disposed according to prevailing federal grant procedures.

ARTICLE 8
CONFLICT OF INTEREST

8.1 Conflict of Interest/Code of Ethics Ordinance: In connection with the terms and conditions of this Agreement, the Consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code of Miami-Dade County). Notwithstanding the provisions of any Federal, State or County law governing the activities of the Consultant hereunder, commencing as of the effective date of this Agreement and continuing for the term hereof, the Consultant shall not knowingly enter into any contract or other financial arrangement with any person, corporation, municipality, authority, county, state or country or any consultant or airline, which would constitute a conflict of interest of the County hereunder or with the services provided by the Consultant to the County hereunder. The Miami-Dade County Ethics Commission shall make determination(s), binding upon the parties, as to whether conflicts exist or will exist and if such will be serious enough to constitute a conflict hereunder.

8.2 In addition, the Consultant represents that:

8.2.1 No officer, director, employee, agent, or a member of the immediate family or household of each of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

8.2.2 There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into without connection with any other entity or persons making a proposal for the same purpose, and without collusion or fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other contractor or consultant of the County, or of the State of Florida (including the elected and appointed members of the Legislative and executive branches of government, or member of the immediate family or household of any of the aforesaid:

8.2.2.1 is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement is related or in any portion of the revenues; or

8.2.2.2 is an employee, agent, advisor or consultant to the Consultant or to the best of the Consultant's knowledge any subcontractor or supplier to the Consultant.

8.2.3 Neither the Consultant nor any officer, director, employee, agent, agency, parent, subsidiary or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under this Agreement, provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in County's best interest to consent to such relationship.

8.2.4 The provisions of this Subarticle are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

8.2.5 In the event the Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may by an actual or apparent violation of any of the above, the Consultant shall promptly bring such information to the attention of the County. The Consultant shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions the Consultant receives from the County in regard to remedying the situation.

ARTICLE 9
ASSIGNMENT

The Consultant shall not assign, transfer or convey their performance obligations under this Agreement to any other person, firm, association or corporation, in whole or in part without prior written approval from the County.

ARTICLE 10
INSPECTOR GENERAL

10.1 Inspector General: Pursuant to Ordinance No. 97-215, Miami-Dade County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. The cost of the audit for this Contract shall be ¼ of 1% of the total contract amount The audit cost shall apply to all Amendments to the Contract and all contract renewals and extensions.

The Miami-Dade Office of Inspector General is authorized and empowered to review past, present and proposed programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and

monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to retain the services of independent private sector inspector general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgement, pertain to performance of the contract, including but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subconsultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Consultant, its officers, agents, employees, subconsultants and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreement executed by the Consultant in connection with the performance of this Agreement.

Nothing in this section shall impair any independent right of the County to conduct audits or investigate activities. The provisions of this section are neither intended nor shall be construed to impose any liability on the County by the Consultant or third parties.

In reference to this Agreement, the Office of Inspector General will protect Security Sensitive Information (SSI) and comply with both State and Federal regulations governing dissemination of such material.

ARTICLE 11
INSURANCE

11.1 Insurance, Indemnity. In addition to such insurance as may be required by law, ObjectVideo shall maintain during the term of this Agreement the following insurance:

(A) **Public Liability Insurance** on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than $1,000,000 combined single limit, per occurrence for bodily injury and property damage. Miami-Dade County must be an Additional Insured with respect to this coverage.

(B) **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used by the Consultant in connection with its operations under this Agreement in an amount not less than:

(1) $5,000,000 combined single limit per occurrence for bodily injury and property damage.

(2) $300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Consultant off of the AOA.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of ObjectVideo under this Agreement. All insurance policies required pursuant to the terms of this Agreement shall be issued in companies approved to do business under the laws of the State of Florida. Such companies must be rated no less than "B" as to management, and no less than "V" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of the County Risk Management Division.

Insurance Certificates Required: Prior to the commencement of operations hereunder and annually thereafter, ObjectVideo shall furnish or cause to be furnished certificates of insurance to the Department which certificates shall clearly indicate that:

(A) ObjectVideo has obtained insurance in the types, amounts and classifications as required for strict compliance with this Article;

(B) The policy cancellation notification provisions specify at least 30 days advance written notice of cancellation to the County; and

(C) The County is named as an additional insured with respect to the ObjectVideo's public liability policies.

On said insurance certificates, unless specifically shown to be excluded thereon, comprehensive public liability coverage shall include contractual liability, and notification of cancellation shall include notification of material changes in the policies.

The County reserves the right to require ObjectVideo to provide such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to ObjectVideo, which notice shall automatically amend this Agreement effective 30 days after such notice.

Compliance: Compliance with the requirements of this Article shall not relieve ObjectVideo of its liability under any other portion of this Agreement or any other agreement between the County and ObjectVideo.

ARTICLE 12
INDEMNIFICATION

12.1 Indemnification and Hold Harmless: ObjectVideo shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by ObjectVideo or its employees, agents, servants, partners, principals or subcontractors. ObjectVideo shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorneys fees which may issue thereon. ObjectVideo expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by ObjectVideo shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12.2 Patent and Copyright Indemnification

a) The Consultant warrants that all deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

b) The Consultant shall be liable and responsible for any and all claims made against the Department for infringement of patents, copyrights, service marks,

trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Services, or the Department's continued use of the deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Department and defend any action brought against the Department with respect to any claim, demand, cause of action, debt, or liability.

c) In the event any deliverable or anything provided to the Department hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Consultant shall have the obligation to, at the Department's option to (i) modify, or require that the applicable subconsultant or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Department, at the Consultant's expense, the rights provided under this Agreement to use the item(s).

d) The Consultant shall be solely responsible for determining and informing the Department whether a prospective supplier or subconsultant is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Consultant shall enter into agreements with all suppliers and subconsultants at the Consultant's own risk. The Department may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Department's judgment, use thereof would delay the Services or be unlawful.

e) The Consultant shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Services.

ARTICLE 13
EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

13.1 Equal Employment Opportunity: The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, marital status, disability, place of birth or national origin. The Consultant shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, religion, color, sex, age, ancestry, marital status, disability, place of birth or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, transfer or demotion; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training

including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this Equal Employment Opportunity clause. The Consultant shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11246, of September 24, 1965, as amended by Executive Order 11375, revised Order No. 4, of December 1, 1971, as amended, and the American with Disabilities Act. The Age Discrimination in Employment Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes Sects. 112.041, 112.042 and 112.043 and Miami-Dade County Ordinance No. 75-46, Articles 3 and 4.

The Consultant shall assign responsibility to one of its officials to develop procedures which will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

13.2 Nondiscrimination: During the performance of this Agreement, the Consultant agrees as follows:

The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, ancestry, marital status, physical handicap, disability, place of birth or national origin.

The Consultant shall furnish all information and reports required by Executive Order 11246, of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Consultant's books, records and accounts by the County and Compliance Review Agencies, for purposes of investigation to ascertain compliance with such rules, regulations and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include sections 1 and 2 of this Article in subcontracts in excess of $10,000, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, so that such provisions will be

binding upon each subconsultant or vendor. The Consultant shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as the result of such direction by the County or by the United States, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

13.3 Utilization Of Black, Hispanic And Women Business Enterprises**:** It is the policy of the County that Black, Hispanic, and Women business enterprises shall have the maximum practicable opportunity to participate in performance of County contracts.

The Consultant shall use sufficient reasonable efforts to carry out this policy in the award of its subcontracts to the fullest extent consistent with the efficient performance of this Agreement.

13.4 Affirmative Action**:** The Consultant's affirmative action plan, as approved by the Miami-Dade County Department of Business Development and any approved update thereof, are hereby incorporated as a contractual obligation of the Consultant to Miami-Dade County hereunder. The Consultant shall undertake and perform the affirmative actions specified therein. The Director may declare the Consultant in default of this Agreement for failure of the Consultant to comply with the requirements of this Article.

13.5 COUNTY ORDINANCE NO. 98-30 REQUIRING CERTAIN ENTITIES CONTRACTING WITH THE COUNTY DEMONSTRATE THAT THEIR EMPLOYMENT AND PROCUREMENT PRACTICES DO NOT DISCRIMINATE AGAINST MINORITIES AND WOMEN:

Entities with annual gross revenues in excess of $5,000,000 have substantial workforces and purchase substantial amounts of goods and services, and discriminatory practices by such entities against minorities and women and against businesses owned by minorities and women can have substantial injurious impact. The Board of County Commissioners of Miami-Dade County wishes to assure that any such entities contracting with Miami-Dade County do not discriminate in their employment, promotional and procurement practices.

The Consultant shall be in compliance with this policy established by Ordinance No. 98-30. The Consultant has annual gross revenues in excess of $5,000,000 and that as a condition of receiving a County contract: (1) it has a written Affirmative Action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices, (2) it has a written procurement policy which sets forth the procedures the entity utilizes to assure that

it does not discriminate against minority and women owned businesses in its own procurement of goods, supplies, and services, and (3) that such plan and policies provides for periodic review to determine its effectiveness in assuring that the entity does not discriminate in its employment, promotion and procurement practices. The entity will provide copies of its written Affirmative Action plan and procurement policies upon the request of the County.

13.6 Contract Measures: The Contract Measure for this Agreement is: No Measure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

CONSULTANT (CORPORATION)

_____
(Legal Name of Corporation)

ATTEST:

Secretary:_____
(Signature and Seal)

By:_____
Consultant - Signature

_____
(Type Name)

_____
(Type Name & Title)

MIAMI-DADE COUNTY, FLORIDA

ATTEST:

CLERK

By:_____
Deputy Clerk

By:_____
County Manager

(Miami-Dade County Seal)

Resolution No.: R-_____

Date: _____

OBJECTVIDEO AGREEMENT NUMBER:_____

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (the "***Agreement***") is made between DiamondBack Vision, Inc. d/b/a ObjectVideo ("***Object Video***") with its principal place of business at 11600 Sunrise Valley Drive, Suite 290 Reston, Virginia 20191 and _____(insert legal name) with its principal place of business at_____("***Licensee***"). The terms of this Agreement shall apply to each Product license granted, and to all services provided under this Agreement. When completed and executed by both parties, an Order Form shall evidence the Product licenses granted and the services that are to be provided by ObjectVideo. The parties may enter into multiple Order Forms. Licensee shall reference the ObjectVideo Agreement number above and the Effective Date of this Agreement for each Order Form.

I. DEFINITIONS

1.1. "Commencement Date" shall mean the date on which the Products are shipped by ObjectVideo to Licensee, or if no delivery is necessary, the Effective Date set forth on the relevant Order Form.

1.2. "Customer Support" shall mean the Product support provided under ObjectVideo's policies in effect on the date Customer Support is ordered or renewed.

1.3. "Designated System" shall mean the computer hardware and operating system designated on the relevant Order Form.

1.4 "Effective Date" shall be the date specified on the signature page of this Agreement.

1.5. "Limited Production Products" shall be those Products not specified on the Price List or specified as Limited Production or "Alpha" or "Beta" by ObjectVideo.

1.6. "Order Form" shall mean ObjectVideo's standard form for ordering Product licenses and services under this Agreement, the form of which is attached hereto.

1.7. "Price List" shall mean ObjectVideo's then-current standard commercial fee schedule when a Product license or any other product or service is ordered by Licensee.

1.8. "Product" or "Products" shall mean the computer software in object code form, owned or distributed by ObjectVideo for which Licensee is granted a license to use under to this Agreement; the related media; the technical user manuals for use of the software ("***Documentation***"); and Updates.

1.9. "Supported Product License" shall mean a Product license for which Licensee has ordered Customer Support for the relevant time period.

1.10. "Update(s)" shall mean subsequent releases of the Products which are generally made available for Supported Product Licenses at no additional charge, other than media and handling charges. Updates shall not include any releases, options or future products which ObjectVideo licenses separately.

1.11 "Video Input" shall mean any device that is used by Licensee to capture images and transmit such images to be processed by the Products.

II. PRODUCT LICENSE

2.1 Rights Granted

A. ObjectVideo grants to Licensee a perpetual, non-exclusive, limited license to use the Products listed on the Order Form(s) as follows:

i. To use the Products solely for Licensee's own internal data processing operations on the Designated System or on one (1) backup system if the Designated System is inoperative. At no time will Licensee permit the Products to be used for more than the permitted number of Video Inputs that it has purchased a Product license. Licensee may not sublicense, distribute or lease the Products or use the Products for third party training, time-sharing, rental or service bureau purpose.

ii. To use the Documentation provided with the Products solely to support Licensee's authorized use of the Products.

iii. To make one (1) copy of the Products for archival/backup purposes; no other copies shall be made without ObjectVideo's prior written consent. All titles, trademarks, copyright, restricted rights and other proprietary notices shall be reproduced in such copies. All archival/backup copies of the Products are subject to the terms of this Agreement.

iv. Licensee has the right to develop software interfaces to the Products for the uses licensed herein. Such Licensee-developed software interfaces shall be the property of Licensee.

B. Licensee shall not copy or use the Products (including the Documentation) except as otherwise permitted

under this Agreement. Licensee shall have the right to allow Licensee's third party agents ("***Agents***") to use the Products for Licensee's internal use purposes so long as Licensee ensures that all Agents use the Products in accordance with the terms of this Agreement. Licensee shall be liable for all acts of all Agents' use of the Products.

C. Licensee agrees not to cause or permit the reverse engineering (except as otherwise permitted by law), disassembly or decompilation of the Products in whole or in part. In jurisdictions where a right to reverse engineer is permitted by law unless information is available about products in order to achieve interoperability, functional compatibility, or similar objectives, Licensee agrees to submit a detailed written proposal to ObjectVideo concerning Licensee's information needs before engaging in reverse engineering. ObjectVideo may, in its sole discretion, propose to Licensee terms and conditions under which it is willing to make such information available.

D. ObjectVideo or its licensor's shall retain all ownership rights and title, copyright, trade secrets, patents, trademarks and other intellectual and proprietary rights in and to the Products and all modifications, enhancements and derivative works of the Products. Any rights in the Products not expressly granted herein are expressly reserved by ObjectVideo.

E. It shall be Licensee's responsibility to assess the applicability of the Products and whether the Products will meet Licensee's requirements.

F. Third party software may be embedded in or delivered with the Products (each an, "***Ancillary Product***"). Licensee's right to use any Ancillary Product shall be only as described in the Order Form or Documentation and limited to the use necessary to implement the ObjectVideo Product licensed hereunder. Licensee shall have no right to use such Ancillary Product other than as necessary for the use of the Products licensed under this Agreement. Licensee hereby grants ObjectVideo's licensors the right to protect their interests in the Ancillary Products and agrees that such licensors are benefited by the provisions of this Agreement with respect to the Ancillary Products.

G. As an accommodation to Licensee, ObjectVideo may license Limited Production Products to Licensee. Limited Production Products are not suitable for production use and may only be used for internal testing purposes.

H. ObjectVideo has prescribed the hardware and software required to operate the Products. As a convenience to the Licensee, ObjectVideo may procure such hardware and software on behalf of Licensee. All warranties, rights and obligations relating to the usage of such products will be those granted by the manufacturer of such hardware and software, as applicable.

2.2 Transfer and Assignment

Licensee may transfer a Product license within its organization, but to no other third party, upon written notice to ObjectVideo; transfers are subject to the terms and fees, if any, specified in ObjectVideo's transfer policy in effect at the time of the transfer.

Licensee may not assign this Agreement to a third party, whether by operation of law, change of control, or in any other manner, without the prior written consent of ObjectVideo, such consent not to be unreasonably withheld. Any assignment without the prior written consent of ObjectVideo shall have no force or effect.

2.3 Verification

Upon ObjectVideo's written request, which request shall not occur more than once per year, Licensee shall furnish ObjectVideo with a signed certification that: (a) states that the Products are being and have been used pursuant to the terms of this Agreement and applicable Order Form; (b) lists the locations and the types of the Designated Systems on which the Products are run; and (c) lists the number of Video Inputs that Licensee is using with the Products.

ObjectVideo may, at its own expense, audit Licensee's use of the Products. Any such audit shall be conducted during regular business hours at Licensee's facilities and shall not unreasonably interfere with Licensee's business. Audits shall be conducted no more than once annually. In the event that ObjectVideo discovers any use of the Products in breach of the license granted hereunder, Licensee shall pay ObjectVideo all applicable license fees for such unauthorized use, plus the cost of all expenses incurred by ObjectVideo for such audit.

III. PROFESSIONAL SERVICES

3.1 Customer Support Services

Customer Support services will be provided to Licensee in accordance with ObjectVideo's Customer Support policies and fees in effect on the date Customer Support is ordered or renewed. If Licensee fails to pay for Customer Support during any given term, Licensee may reinstate Customer Support provided that it pays ObjectVideo all applicable reinstatement fees in effect on the date Licensee re-orders Customer Support. Licensee may only obtain Customer Support for pre-production releases of Products and Limited Production Products on a time and materials basis.

3.2 Consulting and Training Services

ObjectVideo will provide consulting and training services agreed to by the parties under the terms of this Agreement. All consulting and training services shall be billed on a time and materials basis unless the parties expressly agree otherwise in writing. Any consulting or training services acquired from ObjectVideo shall be bid separately from the Product licenses, and Licensee may acquire either Product licenses or consulting services without acquiring the other. All modifications, enhancements and derivative works of the Products made or created during any such services shall be owned exclusively by ObjectVideo subject to the terms and conditions of this Agreement.