

**CITY OF CAMDEN - DEPARTMENT OF FINANCE**

Rm. 213, City Hall, P.O. Box 95120, Camden, NJ 08101-5120

856-757-7060

PURCHASE ORDERTHIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. C2104466

Pg 1

SHIP TO

DEPT OF PUBLIC WORKS
101 NEWTON AVENUE
CAMDEN, NJ 08103
attn: Orlando Munoz

VENDOR

VENDOR #: SHI03

SHI INTERNATIONAL CORP
290 DAVIDSON AVENUE
SOMERSET, NJ 08873ORDER DATE: 07/26/21
REQUISITION NO: C2100983
DELIVERY DATE:
STATE CONTRACT: OP #2018011-02
F.O.B. TERMS:

PAYMENT RECORD:

CHECK NO.

DATE

RETURN VOUCHER TO: \$381042.50
Finance Dept. - Acct's Payable
Room 213, City Hall, Camden, NJ 08101

THE CONDITIONS OF THIS ORDER ARE NOT TO BE MODIFIED BY ANY VERBAL UNDERSTANDING. ALL PRICES ARE F.O.B. DESTINATION, UNLESS NOTED.

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	D3 EDGE SECURITY SYSTEM SAAS INCLUDES 15GB CELLULAR DATA PLAN, BANDWIDTH MANAGEMENT, HEALTH MONITORING, FULL ARCHIVING, TECHNICAL SUPPORT, ACCESS TO LIVEVIEW SOFTWARE SUITE.	1-01- -702-917	36,187.5000	36,187.50
1.00	LICENSE PLATE RECOGNITION SOFTWARE - 12MONTHS SOFTWARE EQUIPMENT/ACCESSORIES TO ASSIST IN STOPPING ILLEGAL DUMPING QUOTE #20577467 CONT #OMNIA 2018011-02 CUST #1035273 RES #8 RES DATE 7/13/2021	1-01- -702-917	1,875.0000	1,875.00
			TOTAL	38,062.50

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under penalty of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons with the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount is a reasonable one. I understand no payments will be made for additional work not included on this purchase order.

X

CLAIMANT

POSITION

DATE

CERTIFICATION OF FUNDS

I hereby certify the funds are available and encumbered.

CHIEF FINANCIAL OFFICER

VENDOR: SEE CONDITIONS
ON
REVERSE SIDE**APPROVED:**THIS PURCHASE COMPLIES WITH THE NJ LOCAL PUBLIC
CONTRACT LAW N.J.S.A.40A:11-1 ET SEQ.

PURCHASING AGENT

NOTICE: THE CITY OF CAMDEN UNDER N.J. SALES USE
TAX ACT, CHAPTER 30, P.L. 1966 (N.J.S.A. 54-
32B) IS EXEMPT FROM ALL TAXATION, FED. I.D
#21 -6000418.

NOTICE TO VENDORS: NO ADDITIONS ARE TO BE MADE TO THIS PURCHASE ORDER. Finance Dept. will honor invoices which conform to purchase order as prepared by Purchasing Agent only. Invoices must be rendered and sent promptly to the Finance Dept., Accts. Payable, City Hall-Room 213, Camden, New Jersey 08101, giving order number. All packages must contain packing list. All packages, delivery slips, etc. must contain this order number. All goods or services must be billed at the agreed price, which shall include delivery charges unless otherwise specified.

VENDOR'S TAX I.D. NO. AND/OR SOCIAL SECURITY NO.

PURCHASING COPY

MGL PRINTWIG SOLUTIONS
C005-19 Q

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

*July Council Meeting***REQUISITION**

NO.

C2100983

ORDER DATE: 07/08/21

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

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DEPT OF PUBLIC WORKS

101 NEWTON AVENUE

CAMDEN, NJ 08103

attn: Orlando Munoz

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VENDOR #: SHI03

SHI INTERNATIONAL CORP

290 DAVIDSON AVENUE

SOMERSET, NJ 08873

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	post pilot pricing-qty 1 live view technologies part# NPN-1 contract #: 2018011-02 note: includes 15gb cellular data plan, bandwidth management, health monitoring, full archiving, technical support, access to liveview software suite.	1-01- -702-917	36,187.5000	36,187.50
1.00	license plate recognition software	1-01- -702-917	1,875.0000	1,875.00
			TOTAL	38,062.50

Res # 8
Res Date 7/13/2021
7-13-21

CITY OF CAMDEN
PURCHASING BUREAU
2021 JUL -9 PM 2:26

Approved: *[Signature]* 7/13/21I hereby certify that the work or supplies specified are
Necessary for the proper transaction of the business of this
bureau or office.

Department Head

Date

Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

MBS:dh
07-13-21

RESOLUTION MC-21: 8071

On Motion Of: Angel Fuentes

APPROVED: July 13th, 2021

h-8

**RESOLUTION AUTHORIZING A CONTRACT UNDER OMNIA PARTNERS,
PUBLIC SECTOR COOPERATIVE PURCHASING CONTRACT #2018011-02
TO SHI INTERNATIONAL, 290 DAVIDSON AVENUE, SOMERSET, NJ 08873**

WHEREAS, there exists a need to purchase up to two (2), installation, licensing (subscription) and hardware of D3 Edge Security Software and monitoring solution with License Plate Recognition for use by Department of Public Works to help combat the prolific illegal dumping occurring in the City of Camden; and

WHEREAS, pursuant to N.J.S.A. 52:34-6.2(b)(3), a municipality is permitted to make purchases and contract for services through the use of a nationally-recognized and accepted cooperative; and

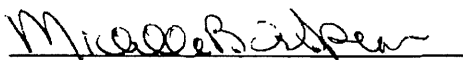
WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the approved budget of the City of Camden under line item "1-01-702-908" and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED by the City Council of the City of Camden, that the contract be awarded to SHI International under the OMNIA PARTNERS, public sector cooperative purchasing contract for the purchase of up to two (2), installation, licensing (subscription) and hardware of D3 Edge Security Software and monitoring solution with License Plate Recognition for use by Department of Public Works to help combat the prolific illegal dumping occurring in the City of Camden, in the amount of EIGHTY THOUSAND DOLLARS (\$80,000.00), according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: July 13, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney


CURTIS JENKINS
President, City Council

ATTEST:


LUIS PASTORIZA
Municipal Clerk



LIVEVIEW TECHNOLOGIES
MSLA SCHEDULE

Schedule No. 002

This Schedule is made as of the date noted by and between LiveView Technologies, Inc. ("LVT") and City of Camden Public Works ("Customer"). The terms and conditions of the Master SaaS and Service Level Agreement ("MSLA") dated June 30, 2021 are incorporated in this Schedule by reference. Terms used herein shall have the meaning attributed to them in this Schedule or in the Agreement incorporated herein.

See Attached Quote

AGREED and ACCEPTED this 8/9/2021.

CUSTOMER -

**City of Camden
Public Works**

**COMPANY -
LiveView Technologies, Inc.**



By: DocuSigned by:
Lateefah Chandler
6F2DEEBAB83DE4FD...
(Customer Signature)

LATEEFAH CHANDLER

(Name)

PURCHASING AGENT

(Title)

By: DocuSigned by:
Cade Smith
5C0F5BD5B9A24F5...
(Authorized Signature)

Cade Smith

(Name)

VP Sales

(Title)



LIVEVIEW TECHNOLOGIES

MASTER SAAS AND SERVICE LEVEL AGREEMENT

PLEASE READ THE FOLLOWING AMENDED LIVEVIEW TECHNOLOGIES, INC. ("LVT") MASTER SAAS AND SERVICE LEVEL AGREEMENT ("MSLA" OR "AGREEMENT") CAREFULLY. BY EXECUTING AND SUBMITTING THIS MSLA TO LVT, YOU AGREE THAT YOU HAVE READ THIS MSLA AND, AFTER DUE CONSIDERATION, HEREBY AGREE TO BE BOUND BY ALL THE TERMS OF THE MSLA. YOU REPRESENT AND WARRANT THAT YOU ARE NOT A LEGAL MINOR; THAT YOU ARE COMPETENT TO ENTER INTO BINDING CONTRACTS; AND THAT YOU ARE NOT DEPENDING ON ANY PROMISES OR STATEMENTS OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS MSLA. YOU AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY PROCEEDINGS ARISING OUT OF THIS MSLA. IF YOU ARE A COMPANY OR OTHER LEGAL ENTITY, THE PERSON WHO EXECUTES AND SUBMITS THIS MSLA HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE COMPANY OR OTHER LEGAL ENTITY TO THE TERMS OF THIS MSLA.

1. SERVICES FOR CUSTOMER; LVT OBLIGATIONS

1.1 This MSLA provides the terms and conditions applicable to Customer's use of the Services. Upon execution of this MSLA and Schedule, LVT hereby authorizes Customer and its End Users to access and use the Services in accordance with the terms of this MSLA. This authorization is non-exclusive and non-transferable to any third party and is subject to Customer's timely payment of the Fees and compliance with the terms of this MSLA. LVT grants Customer a non-exclusive, non-sublicensable, non-transferrable license to access and use the Services, along with such documentation as LVT may make available during the Term.

1.2 The Term of this Agreement shall be for 12 months. This Agreement shall automatically renew and continue on an annual basis unless terminated by either party upon, at least, 30 days written notice of termination to the other party.

1.3 Schedules. Hardware and/or Services purchased by Customer under any Schedule commence on the start date specified in the applicable Schedule or if not specified, the date of installation. Except as otherwise specified in the applicable Schedule, the Services shall automatically renew for additional periods equal to the expiring term or one (1) year (whichever is shorter), unless either party gives the other party notice of non-renewal at least thirty (30) days before the end of the relevant term. If any Schedule survives the termination of this Agreement, such Schedule remains subject to the terms of the Agreement until the Schedule is terminated or expires pursuant to its terms.

1.4 LVT will make the Services available to Customer and the Services will perform substantially in accordance with the description of the services found in the Documentation. Notwithstanding the foregoing, LVT reserves the right to suspend Customer's (or any User's) access to the Services: (i) for scheduled or emergency maintenance, (ii) immediately in the event that Customer breaches any provision of this Agreement and fails to correct that breach within the applicable cure period; (iii) as it deems reasonably necessary to respond to any actual or potential security concern that may affect customers; or (iv) based on LVT's reasonable belief that Customer's or Users' use of the Services is interfering with use by other customers and users or violating applicable laws, rules, regulations or third party rights.

1.5 Customer Portal. LVT may provide Customer access to an online customer interface (the "Customer Portal"). Any use of the Customer Portal is subject to policies and terms of use that LVT may establish from time to time and made available at the Customer Portal. Customer will provide requested information to LVT, including contact and payment information, and will keep all information accurate and up to date through the Customer Portal. Customer consents to LVT using the contact information Customer provides, including any email address, to contact Customer from time to time. Customer will maintain the confidentiality and security of its Customer Portal login credentials and will promptly notify LVT of any known unauthorized access to its account, login credentials, or any other actual or potential breach of security of which it has knowledge of involving the Customer Portal or this MSLA.



1.6 LVT will make the Services available through the use of Cellular data connectivity. Customer will have access to 5 gigabytes of cellular data per month for a standard LVT Omni trailer. Customer will have access to 15 gigabytes of cellular data per month for a LVT D3 or security trailer. Data usage will be reset to zero on the first day of each month. Customers who go over their data usage will be charged \$10.00 per gigabyte.

2. CUSTOMER RESPONSIBILITIES

2.1 Customer will reasonably cooperate with LVT in connection with the performance of this Agreement as may be necessary, which may include making available such personnel and information as may be reasonably required to provide the Services or support. Customer is solely responsible for determining whether the Services are sufficient for its purposes, including but not limited to, whether the Services satisfy Customer's legal and/or regulatory requirements.

2.2 Use of the Services may require Customer to install LVT Software on their computers or LVT Mobile Software on their mobile devices, which use shall be subject to this Agreement.

2.3 Customer acknowledges that the Services will require its users ("Users") to share with LVT certain information for the purposes of providing the Services, such as usernames, LVT Admin Panel passwords and other login information. This information may include personal information (such as email address and/or phone number) regarding Users, and LVT will use such information for the purposes of providing the Services to Customer and Users only. Prior to authorizing an individual to become a User, Customer is fully responsible for obtaining the consent of that individual, in accordance with all applicable laws, to the use of his/her information by LVT for purposes of providing the Services.

3. FEES AND PAYMENT

3.1 Fees. Customer shall pay LVT the Fees set forth in each Schedule. Unless otherwise stated in the applicable invoice, LVT reserves the right to annually change the Fees for the Services upon sixty (60) days' notice to Customer.

3.2 Payment Terms. Unless otherwise stated in the applicable Schedule, all Fees shall be paid within thirty (30) days after the receipt of the invoice therefor and are payable in United States Dollars. Any undisputed amounts not paid when due shall accrue annual interest at the lesser of 18% or the maximum rate allowed by law.

3.3 Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, goods and services, harmonized, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on LVT's income. If LVT has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer within thirty (30) days of LVT's invoice.

3.4 If the method of payment is by credit card, Customer agrees to (i) keep Customer's credit card information updated and (ii) authorize LVT to charge Customer's credit card in advance monthly plus applicable state and/or local sales, use or other tax(es) when due.

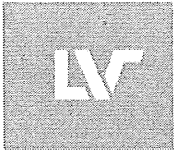
3.5 If the method of payment is ACH, Customer agrees to complete and sign an ACH authorization form and to keep Customer's bank information updated.

3.6 Customer's and Users' carriers or service providers may charge fees for data usage, messaging, phone calls or other services that are required for them to use the Services.

3.7 Insufficient Funds. If a payment by Customer is returned based upon insufficient or unavailable funds in the account upon which such payment was drawn, a minimum insufficient funds ("NSF") charge of thirty-five (\$35.00) dollars will be applied as an additional payment by LVT.

4. RESTRICTIONS

Customer will not, and will not permit any Users nor any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services, Software, Hardware Tokens or any data related to the Services (except to the extent such prohibition is contrary to applicable law that cannot be excluded by the agreement of the parties); modify, translate, or create derivative works based on the Services or Software; share, rent, lease,



loan, resell, sublicense, distribute, use or otherwise transfer the Services or Software for timesharing or service bureau purposes or for any purpose other than its own use; or use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

5. DELIVERY, INSTALLATION, AND USE OF LVT HARDWARE

5.1 Customer agrees to pay the Shipping and Installation charges where applicable payable in accordance with the Fee schedule agreed to by Customer. LVT may invoice Customer for additional or add on Hardware and/or System components agreed to by Customer delivered or stored, and/or Services performed before completion of the System/Hardware installation, relocation of existing hardware, activation of the System, or any other Service(s). All outstanding Charges and/or Fees shall be due and payable prior to completion of the installation of the Hardware/System and as a precondition to activation of System or any other Service(s).

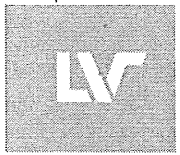
5.2 LVT LIMITED HARDWARE WARRANTY. All LVT manufactured products purchased are subject to the terms of this express warranty. If any part of the system under this Agreement which proves to be defective in material or workmanship will be repaired or replaced at LVT's option with a new or functionally operative part in accordance with the following:

- 0-30 days – Parts and labor warranty on the entire system.
- 31-365 days – Parts warranty on the entire system. All labor will be charged.
- >365 days – If any component of the system has a parts warranty from the manufacturer that exceeds 365 days, LVT will pass on to the Customer any approved warranty coverage. All labor will be charged.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. EXCEPT WITH RESPECT TO A LVT INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN LVT SHALL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY LVT OR NEGLIGENCE OF LVT OR OTHERWISE.

5.3 Maintenance. LVT represents and warrants that the Services provided to LVT shall be performed in a timely, good and competent manner in accordance with the highest industry standards and practices applicable to the performance of such Services and will conform to Customer's requirements as set forth herein. LVT and its personnel shall obey whenever at Customer's location to perform Services all applicable rules, regulations, and Customer policies, including but not limited to safety and fire prevention rules, security policies, network and hardware use policies, policies regarding confidentiality, conflict of interest, dress, personal conduct and other matters, and all reasonable instructions and directions issued by Customer. LVT's Hardware: upon Customer's request, LVT will provide ordinary maintenance and repair of the covered hardware due to normal wear and tear and bear the expense thereof. The expense of all extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the alarm system, or to any cause beyond the control of LVT, shall be borne by the Customer. It is mutually agreed that the work of installation and LVT's repairs of the system shall be performed between LVT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. Customer understands and agrees that LVT's obligation relates to the maintenance solely of the specific Hardware covered under the LVT Agreement, and that LVT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices of the Customer or of others not installed by LVT.

5.4 Loss or Damage. Customer hereby assumes and shall bear the risk of loss damage of LVT's Hardware if said damage is due to Customer's gross negligence or willful or intentional harm while LVT's Hardware is in Customer's possession or on Customer's property, until LVT's Hardware is returned to LVT. In the event of damage to, loss or destruction of LVT's Hardware, Customer shall reasonably notify LVT.



5.5 Insurance. Except for Customer's assumption of risk as outlined in Section 5.4 above, LVT shall bear all risk of and shall insure its hardware at all times against risk of loss or damage.

5.6 DISCLAIMER. THE AMOUNTS LVT CHARGES CUSTOMER ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM AND HARDWARE LVT PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.

OTHER THAN THE EXPRESS WARRANTIES PROVIDED ON 5.2 HEREIN, LVT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON WITH RESPECT TO THIS AGREEMENT OR THE SERVICES TO BE PROVIDED. CUSTOMER ACKNOWLEDGES AND AGREES THAT LVT HAS NOT MADE, AND CUSTOMER HAS NOT RELIED ON, ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS REGARDS TO THE SERVICES. LVT DOES NOT WARRANT OR REPRESENT THAT (a) THE SERVICES MAY NOT BE COMPROMISED AND/OR CIRCUMVENTED, (b) RETAINING THE SERVICES WILL PREVENT ANY LOSS, DAMAGE, EXPENSE OR INJURY DUE TO CAUSES INCLUDING BURGLARY, HOLD-UP, ROBBERY, FIRE OR OTHERWISE, OR (c) LVT WILL IN ALL CASES BE ABLE TO PROVIDE THE PROTECTION FOR WHICH THE SERVICES ARE PROVIDED OR INTENDED. THE ALLOCATION OF SUCH RISK REMAINS WITH CUSTOMER, NOT LVT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY CUSTOMER. LVT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM. CUSTOMER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM LVT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF CUSTOMER OR ANOTHER PERSON.

5.7 Indemnification by LVT. LVT assumes sole and full responsibility for the acts of all of its personnel, workers, subcontractors and their personnel who perform the Services and installation and shall indemnify and save harmless Customer, Customer's affiliates, and their successors, officers, directors and employees ("Customer Indemnitees") from any and all claims, and all losses, damages, liabilities, judgments, awards, claims, suits cost and expenses (including reasonable attorneys' fees and court costs) (collectively, "Damages"), with respect to any and all third party claims of bodily injury, including death, or real or tangible property damage to the extent caused by any negligent act or omission on the part of LVT or its employees or agents performing Services and installation while on Customer's property, including but not limited to any Damages resulting from breach of any duty or theft of material or services by any such person, provided however, that LVT's obligation to indemnify shall not apply to any Damages to the extent caused by the willful misconduct or negligence of Customer or of other individuals not LVT workers or employees. LVT's indemnification obligations under this section are conditioned upon Customer: (i) promptly notifying LVT of any claim in writing; (ii) cooperating with LVT in the defense of the claim at LVT's sole cost and expense; provided any settlement that would impose any monetary or injunctive obligation upon Customer shall be subject to Customer's prior written approval.

5.8 LIMITATION OF LIABILITY. NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, IF LVT IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF THE SERVICES, SYSTEM OR HARDWARE IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 5% OF THE ANNUAL SERVICE CHARGE OR \$5,000, WHICHEVER IS GREATER, AS AGREED UPON DAMAGES AND NOT AS A PENALTY. THE PROVISIONS OF THIS SECTION SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE OR INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO LVT'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF LVT, ITS AGENTS OR EMPLOYEES. NOTWITHSTANDING THE FOREGOING, THE LIMITATION IN THIS SECTION SHALL NOT APPLY TO OR IN ANY WAY LIMIT THE LIABILITY OR RESPONSIBILITY OF LVT FOR: (I) BREACH OF ITS CONFIDENTIALITY OR SECURITY OBLIGATIONS HEREUNDER; (II) ITS INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (III) ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.



LVT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE HARDWARE OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, ACTS OF GOD OR ANY CAUSES BEYOND THE CONTROL OF LVT AND WILL NOT BE REQUIRED TO SUPPLY SERVICE TO THE CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE SHALL CONTINUE.

6. HARDWARE RETURN

For LVT owned hardware: at the end of the term or upon termination of this Agreement, Customer may elect to either, 1) at its expense, with insurance and freight prepaid, return all of the Hardware to a location designated by LVT or 2) have LVT take possession of the hardware and charge Customer its costs to collect the Hardware plus 1.0%. All Hardware must be in good condition and repair (ordinary wear and tear excepted). Customer shall have no right of purchase and no equity in the Hardware by reason of this Agreement or other operation of law.

7. DEFAULT

Each of the following occurrences shall constitute an event of default under this Contract (herein called "Event of Default"): (i) Customer fails to pay any undisputed payments or other amount herein provided within thirty (30) days after the same is due and payable; (ii) Customer shall default under any other agreement with LVT (or any affiliate of LVT) including payment when due of any indebtedness of Customer to LVT (or any affiliate thereof) arising independently of this Agreement; (iii) any representation or warranty by Customer or LVT set forth in this Agreement or made to LVT on behalf of Customer shall prove materially false or misleading; (iv) Customer or LVT fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by Customer or LVT and such party fails to cure such non-performance within 20 days of receipt of written notice thereof; (v) Customer shall (A) be or become insolvent; (B) voluntarily file, or have filed against it involuntarily, a petition under the United States Bankruptcy Code or any other state or federal insolvency act; (C) if a corporation, partnership, or organization, be dissolved or liquidated or, if a partnership, suffer the death of a partner or, if an individual, die; or (D) ceases doing business as a going concern.

8. TERMINATION

8.1 Upon the occurrence of a default herein not cured within 20 days of receipt of written notice thereof or "Event of Default" as described in Section 7 either party may terminate this Agreement prior to the end of the Term by giving ten (10) business days prior written notice to the other party; provided, however, that this Agreement will not terminate if Customer has paid all Fees and other amounts in accordance with the applicable Payment Schedule prior to the expiration of such thirty (30) day period.

8.2 Either party may terminate at their convenience with 30 days' notice. This Agreement is subject to appropriation and to the provisions of the Municipal Rehabilitation and Economic Recovery Act, P.L. 2002, c.43 ("MRERA").

8.3 LVT may terminate this Agreement and discontinue any Service(s) if (a) LVT's connect ability is damaged by fire or catastrophe or if LVT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises and LVT's (connectability); (b) Customer fails to follow LVT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty; (c) Customer's failure to follow the written operating instructions provided by LVT results in an undue number of false alarms or System malfunction; (d) in LVT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; or (e) for breach, including Customer's failure to make undisputed payments when due; and LVT will not be liable for any damages or subject to any penalty as a result of any such termination.

8.4 Either party may terminate this Agreement, without notice, (i) upon the institution or if a petition is filed, notice is given, a resolution is passed or an order is made, in each case by or against the other party under any applicable laws relating to insolvency, administration, liquidation, receivership, bankruptcy or any other winding up proceedings, (ii) upon the other party's making an assignment for the benefit of creditors or



making a voluntary arrangement with its creditors, (iii) upon the other party's dissolution or ceasing, or threatening to cease to do business or (iv) if any event occurs, or proceeding is instituted, with respect to the other party that has the equivalent or similar effect to any of the events mentioned in this Section (i) through (iii).

9. REMEDIES

9.1 Upon the occurrence of an "Event of Default" LVT shall, in addition to any other remedy provided by law, have the following rights and remedies, which shall be cumulative and not to the exclusion of any other remedies at law or in equity: 1) take possession of the Hardware and charge Customer for its direct out of pocket costs to collect the Hardware plus 1.0%; or 2) declare to be immediately due and payable, without additional notice presentment or demand, an amount equal to the total of (a) all unpaid installments due hereunder, whether accrued or due for the balance of the term not yet due, plus (b) the anticipated fair market value of the Hardware ("FMV") at the end of the term if not returned. LVT shall also have the right to exercise or enforce any other rights or remedies available to LVT by law or agreement, against Customer or against any other person or property. Failure to pay undisputed amounts when due shall give LVT, in addition to any other available remedies, the right to terminate this Agreement in accordance with this Agreement and to charge interest at the lesser of twelve percent (12%) per annum or the highest rate permitted by law ("Default rate").

9.2 Customer agrees to pay all direct, out of pocket costs, expenses and fees of LVT's enforcement of this Agreement and all expenses of collection, including collection expenses, courts costs, and reasonable attorneys' fees, except to the extent applicable law requires a different interest or finance charge calculation for unpaid and due Fees and expenses. In the case of any withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to LVT on account thereof.

10. SYSTEM SOFTWARE; NETWORK CONNECTIONS

Software provided in connection with the Services is proprietary to LVT and/or LVT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on hardware other than with the designated System with which it was furnished. LVT and/or the software publisher may be required to use the software and/or obtain updates and/or upgrades. Installation shall not include modifications to the Customer's network, security, or firewall settings without Customer's prior approval. LVT shall not be responsible for the setup, operation, or maintenance of the Customer's Network or Network performance or compatibility issues. LVT may assess additional charges if LVT is unable to connect to the Network or if any additional Hardware is required to facilitate connectivity between the Network and the Hardware.

11. CONFIDENTIALITY

11.1 The term "Confidential Information" means any information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") in any form (written, oral, etc.) that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including, without limitation: trade secrets; technology and technical information (intellectual property, inventions, know-how ideas and methods); business, financial and customer information (including Customer Data and Customer Personal Data); pricing, forecasts, strategies and product development plans; and/or the terms of this Agreement. Each party understands that the Disclosing Party has or may disclose Confidential Information in connection with this Agreement, but that Receiving Party shall receive no rights in, or licenses to, such Confidential Information.

11.2 The parties acknowledge that the City is required by law to disclose public records in its possession to a Third Party, either in whole or in redacted form, pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., and/or New Jersey common law. Upon receipt of a request from a Third Party for disclosure of these or other related documents, the City shall promptly provide notice to LVT of the Third-Party document disclosure request and shall provide LVT with an opportunity to claim a privilege or exemption permitted under OPRA or other New Jersey law and/or seek a protective order before disclosure of these records within the allotted timeframes permitted for disclosure pursuant to OPRA and/or



common law. In the instance where the City of Camden seeks to disclose records in whole or in redacted form and LVT disagrees with such disclosure based on a claim that such a document or documents are privileged, confidential or exempt from disclosure pursuant to OPRA and/or New Jersey common law, the City shall have the right to disclose such records unless LVT -- seeks a protective order from the New Jersey Superior Court for such records within the timeframe permitted by law for such disclosure.

11.3 The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document: (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing Confidential Information as required in response to a request under applicable open records laws or pursuant to any judicial or governmental order, provided that, to the extent permitted by law, the Receiving Party gives the Disclosing Party reasonable prior notice to contest such disclosure. For the avoidance of doubt, Customer acknowledges that LVT may utilize the services of certain third parties in connection with the provision of the Services and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 11.

11.4 Each party agrees that, upon the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party, or provide written certification of the destruction of, all Confidential Information of the Disclosing Party, including all Confidential Information contained in internal documents, without retaining any copy, extract or summary of any part thereof. Notwithstanding the foregoing, a Receiving Party may retain copies of Confidential Information solely to the extent necessary for purposes of such party's ordinary course internal document retention and backup requirements and procedures, provided that such Confidential Information shall remain subject to the terms and conditions of this Agreement for so long as it is retained.

11.5 Customer acknowledges that LVT does not wish to receive any Confidential Information from Customer that is not necessary for LVT to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, LVT may reasonably presume that any unrelated information received from Customer is not confidential or Confidential Information, unless such information is marked as "Confidential."

12. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

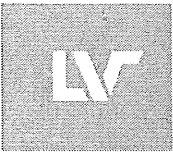
Except as expressly set forth herein, LVT alone (and its licensors, where applicable) will retain all Intellectual Property Rights relating to the Services or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Services and/or the Software, which are hereby assigned to LVT (other than Customer's security footage). Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. As between the parties, LVT owns all Performance Data. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services or Software, or any Intellectual Property Rights.

13. DATA PROTECTION

13.1 In this Section 13, the terms "personal data," "data processor," "data subject," "process and processing" and "data controller" shall be as defined in the applicable Data Protection Laws.

13.2 For the purposes of the Data Protection Laws, as between Customer and LVT, the parties agree that Customer shall at all times be the data controller and LVT shall be the data processor with respect to the processing of Customer Personal Data in connection with this Agreement.

13.3 By entering into this Agreement, Customer agrees that LVT may collect, retain and use certain Customer Personal Data in connection with the Services. As the data controller of such Customer Personal Data, Customer represents and warrants to LVT that its provision of personal data to LVT and instructions for processing such personal data in connection with the Services shall comply with all Data Protection Laws. This shall include (without limitation) ensuring that Customer: (i) has given adequate notice and made all appropriate disclosures to data subjects regarding Customer's and LVT's use and disclosure of



Customer Personal Data, including (without limitation) for the provision of the Services; and (ii) has or obtains all necessary rights, and where applicable, all appropriate and valid consents from the data subjects to share such personal data with LVT and to permit use of Customer Personal Data by LVT for the purposes of the provision of the Services and performing its obligations under this Agreement or as may be required by applicable law.

13.4 Customer acknowledges that LVT is reliant on Customer for direction as to the extent to which LVT is entitled to use and process Customer Personal Data. Consequently, LVT will not be liable for any claim brought by a data subject to the extent that such action or omission resulted directly from Customer's instructions. Customer undertakes to comply in all respects with any applicable laws, regulations, standards and guidelines applicable to personal data and shall use all reasonable endeavors to where possible anonymize personal data sent to LVT.

13.5 In accordance with applicable Data Protection Laws, LVT shall take all commercially reasonable measures to protect the security and confidentiality of Customer Personal Data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties. LVT will provide Customer with its security policy, upon request, that sets forth the technical specifications and the detailed measures taken to protect the security and confidentiality of Customer Personal Data.

14. GOVERNMENT MATTERS

14.1 Export. Notwithstanding anything else, Customer may not use, or provide to any person or export or re-export or allow the export or re-export of, the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Each party represents that it is not named on any U.S. government denied-party list. Customer and Users shall not access or use the Services in a U.S. embargoed country.

14.2 Anti-Corruption. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any LVT employee or agent in connection with this Agreement. If Customer learns of any violation of the above restriction, Customer will promptly notify LVT.

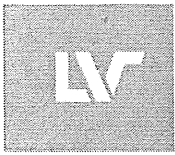
15. MISCELLANEOUS

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

15.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Customer except with LVT's prior written consent, which shall not be unreasonably withheld, provided that, upon prior written notice to LVT, Customer may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of Customer through merger, reorganization, or acquisition. LVT may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

15.3 Survival. The Sections of this Agreement which by their nature should survive termination or expiration of this Agreement will survive termination or expiration of this Agreement. No refund of Fees shall be due in any amount on account of termination by LVT pursuant to this Section. In the event of termination by Customer pursuant to this Section, Customer shall be entitled as its sole and exclusive remedy, to receive a refund of any pre-paid subscription Fees paid by Customer to LVT for Services not rendered as of the termination date.

15.4 Entire Agreement; Amendment. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement and the Agreement and any subsequent Schedule will be signed and agreed to by an authorized representative. All waivers, amendments and modifications must be in writing signed by the party against whom the waiver, amendment or modification is to be enforced; however, there will be no force or effect given to any different or additional terms contained in any purchase order or other vendor



form issued by Customer, even if signed by LVT after the date hereof. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind LVT in any respect whatsoever.

15.5 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. LVT may provide notice using the information provided above or in the most recent addendum and Customer may provide notice using the contact information provided on www.liveviewtech.com.

15.6 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). a party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15.7 Governing Law; Arbitration. This Agreement will be governed by the laws of the New Jersey, U.S.A. without regard to its conflict of laws provisions.

15.8 Venue; Prevailing Party. The parties hereby consent and submit to the jurisdiction and venue of the state and Federal courts of New Jersey District Court, Camden Vicinage or in the New Jersey Superior Court in Camden County.

16. DEFINITIONS

16.1 "Customer" means the customer that has signed up for the Services and agreed to the terms of this Agreement.

16.2 "Customer Data" means any information or data about Customer or Users (and its and their staff, customers or suppliers, as applicable), that is supplied to LVT by or on behalf of Customer or any User in connection with the Services, or which LVT is required to access, generate, process, store or transmit pursuant to this Agreement, including (without limitation) information about Customer's and Users' respective devices, computers and use of the Services.

16.3 "Customer Personal Data" means any Customer Data that is personal data (as defined under applicable Data Protection Laws).

16.4 "Data Protection Laws" means any applicable data protection laws, regulations and legally binding codes of practice from time to time in force applicable to the performance of a party's obligations under this Agreement and any implementing legislation in the jurisdiction in which the Customer is located and any legislation which is analogous to and has the same object as the foregoing, namely the control and protection of data which are personal to individuals.

16.5 "Documentation" means all documentation and/or other materials (including manuals, instructions, training materials, specifications, flow charts, technical and functional specifications, logic diagrams, and other support materials) relating to the use, operations and functionality of the Services provided by LVT to Customer pursuant to the Agreement.

16.6 "LVT Admin Panel" means the web portal currently accessible <https://cameras.LVTtech.com>, which allows Customer's internally appointed administrator(s) of the Services to, among other options, enroll and activate Users, issue and manage passcodes and bypass codes, and manage mobile devices.

16.7 "LVT Mobile Software" means all LVT proprietary mobile applications used in providing the Services, and any updates, fixes or patches developed from time to time.

16.8 "Fees" means the applicable fees as set forth on the Payment Schedule.

16.9 "Free Services" means those aspects of the Services that are free and do not require payment, such as beta features or functionality or, in the case of a free trial, the Services themselves.

16.10 "Integration Software" means (i) LVT proprietary software and (ii) open source software used in providing the Services which integrates with Customer's network or application, including SSL or other



VPN, Unix operating system, Microsoft application, or web application, as provided in the Documentation and any updates, fixes or patches developed from time to time.

16.11 "Intellectual Property Rights" means all patents, registered designs, unregistered designs, design rights, utility models, semiconductor topography rights, database rights, copyright and other similar statutory rights, trade mark, service mark and any know how relating to algorithms, drawings, tests, reports and procedures, models, manuals, formulae, methods, processes and the like (including applications for any of the preceding rights) or any other intellectual or industrial property rights of whatever nature in each case in any part of the world and whether or not registered or registerable, for the full period and all extensions and renewals where applicable.

16.12 "Payment Schedule" means a subsequent order or statement of work, agreed to by the parties for payment of Fees. The terms of the payment in writing may be either monthly due on the first day of the Month, by ACH or credit card, annually, or multi-year and invoiced in advance, with payment due within thirty (30) days of receipt of a payment request, bill or invoice and any subsequent payment request, bill, invoice, or other forms from LVT (submitted in written form or online), specifying, among other things, the description of security and hardware package, maximum number of Users, initial Term, purchase of any hardware, Fees, and such other charges and terms as agreed between the parties

16.13 "Performance Data" means any and all aggregate, de-identified data relating to the access or use of the Services by or on behalf of Customer or any User, including any performance, analytics or statistical data, that LVT may collect from time to time.

16.14 "Services" means the products, hardware, services, maintenance, LVT Mobile Software, LVT Amin Panel, Integration Software and Software that are supplied or made available to Customer under a free trial or included in the description of services in this MSLA and any subsequent Addenda and made available online by LVT, including associated offline components, as described.

16.15 "Schedule" means the products and services that are ordered by Customer pursuant to a Schedule and made available by LVT.

16.16 "Software" means the Integration Software and LVT Software.

16.17 "User" means any user of the Services whom Customer may authorize to enroll to use the Services under the terms of this Agreement.

AGREED and ACCEPTED this _____.

CUSTOMER -

By:

(Customer Signature)

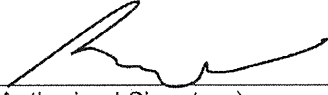
(Name)

(Title)

COMPANY -

LiveView Technologies, Inc.

By:


(Authorized Signature)

Bryce Higbee

(Name)

General Counsel

(Title)



1035273

Pricing Proposal
Quotation #: 20577467
Created On: 6/7/2021
Valid Until: 6/30/2021

City of Camden

Lateefah Chandler

520 Market St.
Camden, NJ 08101
United States
Phone: 856-757-7475
Fax:
Email: lachandl@ci.camden.nj.us

Inside Account Executive

Greg Malandruccolo

290 Davidson Ave
Somerset, NJ 08873
Phone: 732-507-1347
Fax:
Email: Greg_Malandruccolo@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Post Pilot Pricing - QTY 1 Live View Technologies - Part#: NPN - 1 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: ** Includes 15gb cellular data plan, bandwidth management, health monitoring, full archiving, technical support, access to LiveView Software suite.	1	\$36,187.50	\$36,187.50
2 License Plate Recognition - QTY 1 Live View Technologies - Part#: NPN - 2 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$1,875.00	\$1,875.00
3 LiveView Installation Live View Technologies - Part#: NPN - 3 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
4 Shipping Live View Technologies - Part#: NPN - 4 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	1	\$0.00	\$0.00
Total			\$38,062.50

Additional Comments

Please send vouchers to 290 Davidson Ave, Somerset NJ 08873

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.