

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the "Agreement"), signed and dated as of June 23, 2017 ("Effective Date"), is made and entered into by and between CSI Risk Management LLC ("Licensor"), a New York State corporation having its principal place of business at 4211 N. Buffalo Rd, Orchard Park, NY 14127, and the **Lockport City School District** (the "Licensee"), having its principal place of business at 130 Beattie Avenue, Lockport, NY 14094

RECITALS

WHEREAS, SN Technology Corp ("SNT"), an Ontario corporation, is the co-developer with certain exclusive rights to the "Aegis" suite of image capture and related software applications (collectively referred to as the "Aegis Suite," and individually referred to as the "Aegis Applications");

WHEREAS, SNT has granted Licensor with certain exclusive rights to serve as the distributor of and to grant user-licenses to the Aegis Applications);

WHEREAS, Licensee desires, and Licensor desires to grant to Licensee a license to certain of its Aegis Applications upon the terms and conditions described in this Agreement and the Exhibits attached hereto.

NOW, THEREFORE, in consideration for the mutual promises and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Certain Definitions. The following terms have the assigned definitions:

1.1. *Authorized Equipment* means the cameras, computers, servers and network connections as specified in Exhibit D to this Agreement on which the Licensed Software is to be hosted and operated.

1.2. *Documentation* means the Licensor Application Documentation including the manuals, user documentation and other related material pertaining to the Licensed Software and related matters listed on Exhibit E to this Agreement.

1.3. *Effective Date* means the date of this Agreement.

1.4. *Fee Definitions:*

1.4.1. *License Fees* means the fees described in Exhibit C to be paid by Licensee to Licensor for the License and the right to use the Licensed Software.

1.4.2. *Services Fees* means the fees described in Exhibit C to be paid by Licensee to Licensor for the installation and training services provided by Licensor to Licensee in connection with the License.

1.4.3. *Support Fees* means the fees described in Exhibit C to be paid by Licensee to Licensor for the support and maintenance of the Licensed Software provided by Licensor to Licensee in connection with the License.

1.4.4. *Fees* means the License Fees, the Services Fees and the Support Fees, collectively.

1.5. *License* means the license to the Licensed Software granted to Licensee pursuant to this Agreement as described in Section 2.

1.6. *Licensed Software* means the Aegis Applications licensed to Licensee by Licensor pursuant to this Agreement and listed on Exhibit A to this Agreement.

1.7. *Location(s)* means the physical building(s) listed on Exhibit B to this Agreement in which the Licensee's information systems and security operation are placed and where the Licensed Software may be used by the Licensee.

1.8. *Operator* means the Licensee's or a designated subsidiary or affiliate (if different than the Licensee).

2. License Grant to Licensed Software. Subject to the terms and conditions of this Agreement, Licensors hereby grants to Licensee a non-exclusive, non-transferable license to install the Licensed Software on the Authorized Equipment at the Locations and use the Licensed Software in the manner described in the Documentation (the "License"). The License includes the right of the Licensee to designate the Operator of a Location; the Operator may use the Licensed Software in accordance with the License and shall be bound by the terms of this Agreement. Nothing in this Agreement shall be construed to grant to Licensee any (i) right to the Licensed Software or any proprietary or intellectual property right to the Licensed Software, the Documentation or any copyright, patent right or trade name embodied or used in connection therewith except for the rights expressly granted in this Agreement; or (ii) right to sublicense, transfer or assign any of the rights under this Agreement.

3. Professional Services.

3.1. Licensee will be provided with the following professional services with respect to the Licensed Software: For all references to responsibilities of SNT, CSI Risk Management LLC shall be responsible to cause the same to be performed (i) SNT will assist Licensee with the installation of the Licensed Software on the Authorized Equipment at the Locations, and train Licensee's staff in the use of the Licensed Software, all as described in Exhibit F (the "Installation and Training Services"); (ii) Licensors will provide "tier one" support as the Licensors will take the first call from the Licensee and address simple solutions such as resets while SNT will provide "tier two and higher" (all other) support and maintenance services for the Licensed Software, all as described in Exhibit F (the "Support and Maintenance Services"). Licensee (a) shall provide Licensors and SNT with timely and appropriate access to all of Licensee's Authorized Equipment and related management information systems as required by Licensors to provide the Installation and Training Services and the Support and Maintenance Services; and (b) hereby grants Licensors and SNT a license to access and use the data collected by the Licensed Software for purposes of providing the services required under this Agreement and calculating the fees due to Licensors pursuant to Section 4.

3.2. Licensee shall provide notice to Licensors, as soon as is reasonably practicable, of any event on or in reasonable proximity to the Location which, in Licensee's discretion, requires digital forensic review of the images captured with the Licensed Software concerning any accident investigation, workplace violence, security assessment, threat assessment, fraud, or any other investigation services (collectively, "Investigation Services"). The Licensee agrees that Licensors shall have the sole right to provide the Investigative Services with the fees therefor established by Licensors and Licensee at the time of any such review.

4. Fees and Expenses.

4.1. Fees. As consideration for the License, Licensee agrees to pay Licensors (i) the License Fees, (ii) the Services Fees, and (iii) the Support Fees all at the rates and on the terms described in Exhibit C to this Agreement. All amounts payable hereunder shall be payable in United States funds without deduction for taxes, assessments, fee or charges of any kind. This fee will be contingent upon approvals from NY State and/or Lockport School Board Officials, pending as of June 15, 2017. Licensee is a New York State municipal corporation and is therefore exempt from payment of sales tax. Licensors shall not add sales tax.

4.2. Expenses. Licensee agrees that Licensor shall be reimbursed for all reasonable, pre-approved, documented out-of-pocket travel and related expenses incurred by Licensor representatives in connection with the fulfillment of its obligations in this Agreement. Such expenses shall be separately billed to Licensee in accordance with Exhibit C. On a pre-approved basis. Any updates to the software will be installed at no expense to the Licensee.

5. Obligations of Licensee. The obligations of the Licensee with respect to the installation, use and maintenance of the Licensed Software are set forth in the Documentation. .

6. Intellectual Property Rights

6.1. No Rights in Licensed Software. Licensee agrees that it shall not abet or encourage any third party to, challenge the scope, validity or enforceability of any of the intellectual property rights in the Licensed Software. Nothing in this Agreement shall be construed to confer any rights upon Licensee by implication, estoppel, or otherwise as to any technology, patent or other intellectual property rights to the Licensed Software other than the License granted by this Agreement.

6.2. Ownership of Improvements. Licensee agrees that any and all improvements, modifications, enhancements and upgrades to the Licensed Software introduced by Licensor during the term of this Agreement are and shall remain the exclusive intellectual property of Licensor and shall be solely owned by Licensor, unless specifically otherwise agreed upon in writing by Licensor and Licensee. Licensee shall not, and shall not permit its employees or agents to, translate, modify, adapt, enhance, decompile, disassemble or reverse engineer any of the functionalities of the Licensed Software.

7. Confidentiality.

7.1. Confidential Information. "Confidential Information" means (a) this Agreement, including all of its terms, and all of the Exhibits, any addenda hereto signed by both parties, the Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Licensed Software, and source code relating to the Licensed Software; (b) any and all information, data, documents, memoranda, correspondence, items and materials relating to customers, customer lists, customer information, customer preferences, business activities, business plans, promotion, marketing, sales, financial statements, financial condition, profits, profitability, credit, creditors, suppliers, supplies, management, employees, contractors, licensors or licensees, of either party; and (c) any information, data or documents supplied by one party to the other that are clearly identified as "confidential information."

7.2. Treatment of Confidential Information. Each party acknowledges that the Confidential Information of the other constitutes valuable trade secrets and each party agrees that it shall use the Confidential Information of the other solely in accordance with the provisions of this Agreement and shall not otherwise use, copy, reproduce or remove the same, or disclose or permit to be disclosed the same directly or indirectly to any third party, without the other party's prior written consent. Each party agrees to exercise due care in protecting the Confidential Information of the other from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, (ii) already in the other party's possession and not subject to a confidentiality obligation, (iii) lawfully and properly obtained by the other party from third parties without restrictions on disclosure, (iv) independently developed by the other party without reference to the Confidential Information, or (v) required to be disclosed by order of a court or other governmental entity. Notwithstanding anything in this Agreement to the contrary, the obligations of this provision shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving party.

7.3. Injunctive Relief. In the event of actual or threatened breach of the provisions of Section 6 the non-breaching party shall have no adequate remedy at law and shall be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages, in addition to all other remedies available at law and in equity.

8. Warranty.

8.1. Warranty. Licensor represents and warrants that the Licensed Software shall perform in accordance with the Documentation. If the Licensed Software does not perform as warranted (a "Non-Conformance"), Licensee will advise the Licensor in writing of items to be addressed. Licensor shall correct each Non-Conformance in a manner consistent with the Support and Maintenance Services described. Licensor warrants the merchantability of the licensed software and related equipment in accordance with all reasonable standards within the Alarm and Security Industry. The warranty set forth above is made to and for the benefit of Licensee only. The warranty shall apply only if: (i) the Licensed Software has been properly used at all times and in accordance with the Documentation; (ii) no modification, alteration or addition has been made to the Licensed Software by persons other than Licensor or Licensor's authorized personnel; (iii) Licensee has continued to provide timely and appropriate access to the Authorized Equipment and all of Licensee's pertinent knowledge management computer systems as required by Licensor at each Location; and (iv) Licensee has paid all of the Fees and expenses then due to Licensor pursuant to Section 4. No employee, agent, representative or affiliate of Licensor has authority to bind Licensor to any oral representations or oral warranty concerning the Licensed Software that is contrary to the provisions of this Agreement. Any written representation or warranty not expressly contained in this Agreement shall not be enforceable.

8.2. Disclaimer. EXCEPT AS SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY within all reasonable standards set forth in the Alarm and Security Industry.

8.3. Limitation of Liability.

LICENSOR DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE LICENSOR PRODUCTS AND DOCUMENTATION WILL BE CORRECTED If Known. THE WARRANTIES STATED HEREINABOVE ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY LICENSOR. THERE ARE NO OTHER WARRANTIES RESPECTING THE LICENSOR PRODUCTS, DERIVATIVE PRODUCTS, DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF LICENSOR HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF LICENSOR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF LICENSOR AS SET FORTH HEREIN.

LICENSOR IS NOT AN INSURER. THE MONIES COLLECTED BY LICENSOR FROM LICENSEE OR CUSTOMERS ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE LICENSOR PRODUCTS AND ARE UNRELATED TO THE VALUE OF DISTRIUTOR'S OR CUSTOMER'S PROPERTY, ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES.

THE LICENSOR PRODUCTS DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. , THAT THE LICENSOR PRODUCTS SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, LICENSOR DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS.

LICENSEE ACKNOWLEDGES THAT THE SYSTEMS IMPLEMENTED AND INSTALLED WILL BE ON ALL APPLICABLE CAMERAS AND THAT THE AEGIS SUITE MAY NOT OPERATE AT IT'S MAXIMUM EFFICACY UNTIL SUCH TIME AS THE SYSTEM IS INSTALLED ON ALL APPLICABLE CAMERAS THAT MEET THE TECHNICAL SPECIFICATIONS SET FORH BY SN TECH AND THE AEGIS SYSTEM. THE LICENSEE WILL PROVIDE UPGRADED CAMERAS AND SERVERS. LICENSEE ACKNOWLEDGED THAT THE AEGIS SUITE OF SERVICES REQUIRE INDEPENDENT SERVERS TO BE PURCHASED AND INSTALLED BY LICENSEE.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST LICENSOR OR ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENTS (BOTH DIRECT AND INDIRECT) MORE THAN *Three Years* AFTER THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE OCCURRED, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF SUCH PERIOD IS GREATER THAN *Three Years*.

9. Term and Termination.

9.1. This Agreement shall take effect on the Effective Date and shall remain in force until terminated in accordance with this Agreement.

9.2. Termination. This Agreement may be terminated by Licensee at any time, with or without cause, upon 1 year's written notice of termination provided to Licensor. This Agreement may be terminated by Licensor upon written notice of termination provided to Licensee if any of the following events ("Termination Events"): (i) Licensee fails to pay any fees due to Licensor within thirty (30) days after Licensor gives the Licensee written notice of such non-payment; (ii) Licensee is in material beach of any non-monetary term, condition or provision of Agreement), which breach, if capable of being cured, is not cured within thirty (30) days after Licensor gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes which, if not instituted by Licensee, are not dismissed or vacated within sixty (60) days after the institution thereof. If terminated prior to the 5 year agreed upon term of this contract, notwithstanding SSBA Funding, Licensee agrees to provide Licensor with 1 year notice and agrees to pay all fees through the end of said term. Notwithstanding any other provisions of this Lease, this Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. The Agreement is not a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Lessee nor any representation made by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement. In the case of Lessee's failure to appropriate, the Lessor's sole security shall be the Software. Lessee agrees to deliver notice to Lessor of its intention not to appropriate funds to make payments required under this Agreement for any subsequent fiscal period at least 120 days, or as much notice as Lessee is reasonably able, given the budgetary process of the Lessee, prior to the end of the then current fiscal period for which funds have been appropriated, but failure to give such notice shall not extend the Lease Term beyond the fiscal period for which funds have been appropriated.

10. Insurance. Licensor shall maintain, during the term of this contract, at its own cost and expense from a qualified insurance company licensed to do business in the jurisdiction in which the Licensee is located standard product liability and general liability insurance naming Licensee and its officers, directors, employees, agents, and shareholders as additional insured parties. Such policy shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Software or any material used in connection therewith or any use thereof. Licensor will maintain insurance coverage with limits no less than those that follow: Professional Liability Insurance ("Errors and Omissions") in the minimum amount of \$2,000,000 per occurrence, covering losses from operating errors, omissions, negligence, breach of contract and misrepresentations related to Service

Provider's obligations under this Agreement; and General Liability providing coverage against liability for bodily injury, death, and property damages in the minimum amount of \$2,000,000 per occurrence. The policy shall provide for 30 days' notice to Licensee from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation, or termination thereof. Such insurance shall be primary and non-contributory insurance and a certificate of insurance shall be provided to Licensee which shall so indicate. Other insurance available to the Licensee shall not, in any respect, be considered as primary insurance.

11. Miscellaneous.

11.1. **Non-Solicitation.** Both parties agree not to solicit in any manner, whether directly or indirectly, the employment of any employee of the other party with whom such party has been dealing in connection with this Agreement during the term of this Agreement and for a period of twelve (12) months commencing with the termination of this Agreement.

11.2. **Attorney Fees.** In the event either party is required to bring an action against the other or otherwise to enforce the terms, covenants or conditions of this Agreement, or to defend an action brought by the other party, each party shall be responsible for their respective attorney's fees.

11.3. **Sections and Headings.** Titles and section headings are for convenience and reference only and are not to be considered in the interpretation of this Agreement.

11.4. **Amendments.** This Agreement may only be changed, modified or amended by a written document signed by an authorized representative of each party.

11.5. **Relationship.** Licensor shall provide the license to the Licensed Software and the services described in this Agreement as an independent contractor and nothing contained in this Agreement shall create or imply an agency or employment relationship between Licensor and Licensee, nor shall this Agreement be deemed to constitute a joint venture or partnership between the parties. No representation or warranty has been made by or on behalf of a party to this Agreement or any officer, director, agent or employee thereof, to induce the other party to enter into this Agreement, except as expressly set forth herein.

11.6. **Force Majeure.** Neither party shall be liable for any loss, delays, damages or other failure to perform its obligations hereunder due to any cause or causes beyond its reasonable control, including, but not limited to, acts of God, floods, lightning, earthquakes, labor disputes, strikes, other labor or industrial disturbances, or utility or communication failure, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations or order of any government agency or subdivision thereof, or any cause related to the other party's negligence or failure to perform.

11.7. **Severability.** If any provision of this Agreement shall be deemed illegal, invalid or otherwise unenforceable, in whole or in part, such determination shall not affect any other provisions of this Agreement and the invalid, unenforceable or illegal provision(s) shall be automatically amended to the extent necessary to make it valid, enforceable and legal, provided that any such amendments shall most closely reflect the intent and purpose of the original provision.

11.8. **Waiver.** The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of the party making such waiver.

11.9. Successors and Assigns. This Agreement shall be binding upon and insure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Party in its sole discretion; provided, however, that Licensee may (i) assign any or all of its rights and interests hereunder to one or more of its Operators and (ii) designate one or more of its Operators to perform its obligations hereunder in any or all of which cases Licensee nonetheless shall remain responsible for the performance of all of its obligations hereunder and shall be jointly and severally liable for any liabilities of the Operators.

11.10. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

11.11. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing and addressed to the intended recipient as set forth in Exhibit G to this Agreement. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (iii) one (1) business day after being sent to the recipient by electronic mail. Either party may designate a different address for receipt of notices upon written notice to the other party.

11.12. Governing Law and Venue. This Agreement shall be construed and enforced according to the laws of the State of New York without reference to principles of conflicts of laws. The sole and exclusive forum for any claims arising out of or relating to this Agreement that are not subject to arbitration shall be in a court of competent jurisdiction in the State of New York and County of Niagara, and the parties hereby irrevocably consent to such jurisdiction. The Parties May Waive Trial by Jury.

11.13. Counterparts and Facsimile Execution. The parties agree that this Agreement may be executed in counterpart, and that a facsimile signature (scanned, faxed or copied) is as valid as, and shall be deemed to be, an original signature. To expedite the commencement of the Installation and Training Services to install the Licensed Software at the Location, the parties acknowledge and accept fully signed facsimile copies as binding documents equivalent to original documents. "Facsimile Copies" shall mean the Agreement, Exhibits and any other contract documents, as applicable, which: (i) contain no modifications or amendments to this Agreement, (ii) are copied or reproduced and transmitted to Licensor via facsimile or email or any other process which accurately reproduces and transmits the original documents; and (iii) are accepted by Licensor and Licensee.

11.14. Entire Agreement. This Agreement supersedes in full all prior proposals, discussions and agreements between the parties relating to the subject matter hereof, and together with all Exhibits, addenda, attachments and documents attached hereto, constitute the entire agreement between the parties with respect to the subject matter hereof.

11.15. Exhibits. Attached to this Agreement and made parts hereof are Exhibits A through G. . The definitions set forth in this Agreement shall also apply for purposes of said Exhibits.

11.16. Remedies Cumulative. No specific remedy under this Agreement shall limit a party's right to exercise all other remedies available to such party under law, in equity or under this Agreement, and all such remedies shall be cumulative.

EXHIBITS TO SOFTWARE LICENSE AGREEMENT
BETWEEN
CSI RISK MANAGEMENT LLC. LICENSOR
AND
LICENSEE

AEGIS SUITE AND ENABLED AEGIS APPLICATIONS:

The Licensor Applications enabled for use by the Licensee pursuant to the License Agreement are as follows:

Application	Enabled
Protector	✓
Mercury	✓
Sentry	✓

Licensee has the right to license additional Licensor Applications. Each additional Licensor Application will be added to this Agreement by an Addendum to this Exhibit A identifying the Licensor Application to be licensed.

LOCATIONS

The Locations at which the Licensor Applications will be initially installed are as follows:

- Lockport High School (LHS) 250 Lincoln Avenue, Lockport, NY 14094 and North Park School, 160 Passaic, Lockport NY.
 - Up to 100 cameras

Licensee has the right to have the Licensor Applications installed at additional Locations. Each Location will be added to this Agreement by an Addendum to this Exhibit B identifying each additional Location and signed by the parties.

FEES

A. License Fees: B. Support and Maintenance Fees: The License Fees for the Aegis Applications listed are as follows:

Licensor through SNT Tech will provide on-going Aegis Application Maintenance including bug fixes, upgrades, and technical support. For this service the licensee will be charged :

Lockport School District			
# of Years	5		
1	Total number of Licenses		\$83,300 yr
15%	Maintenance Fees		\$12,450 yr
			<hr/>
			\$95,450
			Annually for 5 years
Should the services be expanded to other sites through Smart Schools Bond funding, this fee will be converted into the full District fee upon SSBA approval			

C. Expenses:

Licensee will be responsible for reasonable, documented out-of-pocket travel and related expenses in connection with the purposes of the License Agreement. The travel expenses will be separately billed to Licensee as they are incurred. Travel expenses include the cost of travel, lodging and meals. As authorized in advance should they become necessary.

D. Installation and Training Fees: No Charge "unless otherwise agreed with Licensee"

Payment terms: \$96,387 PAYABLE AS FOLLOWS; \$41,650.00 PAYABLE UPON EXECUTION OF THIS AGREEMENT. \$41,650.00 AND \$12,450 FOR A TOTAL OF \$54,100.00 PAYABLE UPON COMPLETION OF INITIAL INSTALLATION AT THE AFFOREMENTIONED LOCATIONS. Subsequent to the initial installation, the amount due per license will be reviewed on an annual basis and will be billed accordingly for a period of 5 years or until such time as SSBA funding becomes available. The terms of this contract may be changed upon mutual agreement of both parties.

AUTHORIZED EQUIPMENT

Licensee shall provide and maintain the camera hardware, computer hardware, and software. Licensee to purchase servers for specific use of AEGIS System.

USER DOCUMENTS

Upon completion of installation and training, the Licensee will be provided with a PROFIT (Pattern Recognition Optimization for Intelligence Tracking) User Guide by SN Tech.

INSTALLATION; SUPPORT AND MAINTENANCE SERVICES

Installation Services:

Licensor will provide Installation Services and Training through SN Tech.

Ongoing Licensor Application Maintenance Services and Support Services:

Licensor will provide Maintenance and Support Services through SN Tech.

CLIENT RESPONSIBILITIES

Licensee will perform the client responsibilities and maintenance per training protocol.

ADDRESSES FOR NOTICES

If to Licensor

CSI Risk Management LLC
4211 N. Buffalo Rd, Suite 10
Orchard Park, NY 14127

Copy to: J.A. "Tony" Olivo

Copy to: Deborah Coder

If to the Licensee:

Lockport School District
130 Beattie Avenue
Lockport, New York 14094