



LEFTA SYSTEMS

International Business Information Technologies, Inc. d.b.a. LEFTA Systems

10950-60 San Jose Blvd., Suite 101
 Jacksonville, FL 32223
 (800) 405-3109 – Toll Free

Agreement No.: 083023-CASLPD-01

Customer					
Agency:	San Leandro Police Department				
Address:	901 E. 14 th Street				
City:	San Leandro	State:	CA	Zip:	94577
Attn:	Lt. Jeff Walton				

Info	
Date:	08/29/23
Valid Until:	11/28/23
Account Manager:	Bryan Selzer
Payment Term:	Net 30

Qty	Description	List Price	Total
1	Three year SHIELD Suite subscription base: 1. LEFTA – FTO Software (Patrol) 2. METR – Training Records Software 3. FACTS – Use of Force 4. INTERNAL AFFAIRS 5. PASS – Field Investigation Card/ RIPA 6. VIPR – Vehicle Pursuits 7. V-DOC – Vehicle Incident Documentation 8. EMCOT – Employee Conduct Tracking 9. Command Center : Customized command staff and public dashboards and enhanced Early Intervention System Annual license fee includes IT support, free updates and hosting.	\$5,500	\$5,500
135	Annual per user license fee	\$40	\$5,400
1	CA POST EDI Sync Service	Included	Included
1	California RIPA-DOJ Service	Included	Included
1	RIPA Phone Apps	Included	Included
1	Hosting on Microsoft Azure Government for up to 100 GB of storage.	Included	Included
1	Customization of applications	Included	Included
Unlim.	Unlimited virtual live training sessions for administrators	Included	Included
TBD	Additional LEFTA FTO applications are available @ \$1,500 each (i.e. Communications, Corrections, Courts, etc.)	\$1,500	\$1,500
1	One mass upload of historic training records into METR. Onetime fee Data must be submitted as a single file in either CSV or Excel format	\$1,000	\$1,000
1	Active Directory	\$500	\$500
		3-year Total	\$41,667

Terms and Conditions

This **TERMS and CONDITIONS AGREEMENT** (“**Agreement**”) is made and entered into as of the effective date shown in the agreement, by and between **Client** and **International Business Information Technologies, Inc.**, a Florida corporation doing business as **LEFTA Systems** (“**LEFTA Systems**”).

1. Subscription of Software; Grant of Limited, Non-Exclusive License. LEFTA Systems agrees during the Term of this Agreement to provide Client services and grants to Client a nonexclusive, nontransferable, right and license to use, execute and display the software programs as described in the agreement, in object code and source code form, and the associated users' information and other documentation made available on-line by LEFTA Systems. The employees, agents, and contractors of Client may use the Software solely for Client's internal purposes (and not for the benefit of any third party) in accordance with the terms of this Agreement.

1.1. License Restrictions.

1.1.1. Except for the limited license rights specifically granted to Client pursuant to this Agreement, LEFTA Systems owns and shall retain all rights, title, and interests in and to the Software, including all derivatives thereof. For the avoidance of doubt, pursuant to this Agreement, Client shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the Software by any means or in any form to anyone outside of the Client organization in a manner or for a purpose inconsistent with this Agreement, and shall not permit or allow any Person to use the Software via a timesharing, service bureau, application service provider, or similar arrangement.

1.1.2. Client shall not, and shall not permit others to, copy, alter, translate, decompile, decipher, disassemble, reverse engineer, or reverse assemble the Software or any components thereof, or attempt to do any of the foregoing. Client shall not permit any Person to take any action to reverse engineer, reverse compile, or otherwise attempt to derive source code from any object code copy of the Software.

1.2. Price; Payment; Additional Services. Client shall pay LEFTA Systems, the fees set forth in the signed agreement. An invoice is issued and paid net 30-days from the due date listed on the invoice. All fees paid to LEFTA Systems are fully earned and non-refundable. Client shall be solely responsible for the payment of all sales and use taxes assessed by any governmental authority with respect to the transactions contemplated by this Agreement. LEFTA Systems will assess an annual fee that will include a cost of living or consumer price index increase not to exceed 5 percent. Customer development projects require a 50 percent downpayment prior to commencement of work and remaining 50 percent due upon acceptance by Client.

1.3. Billing Cycle. Regardless of the actual commencement date, the annual invoice(s) will be prorated to either the 1st or the 15th of the month to match LEFTA Systems billing cycles.

1.4. Late Fees: All invoices shall be paid upon receipt from the date on the invoice. If payment is not received within 30-days, it is considered past due. The agency will be assessed a 1.5% increase over the invoiced amount to be processed as a late fee.

Terms and Conditions.

Term of Agreement. The initial term shall be 12 months commencing on the date of the signed Agreement and shall automatically renew for successive 12-month periods unless this Agreement is terminated pursuant to the provisions of Section 1.5.

1.5. Termination of Agreement.

- 1.5.1.** Either party may prevent the renewal of this Agreement by providing written notice of nonrenewal at least 90 days prior to the expiration of the then-current initial or renewal Term.
- 1.5.2.** Either party may terminate this Agreement at any time if the other party breaches this Agreement and, if such breach is capable of being cured, fails to cure such breach within 30 days after receiving written notice from the non-breaching party describing such breach in reasonable detail.
- 1.5.3. Fees Nonrefundable upon Cancellation.** If prior to the expiration of the Term, Client terminates the Agreement any amount paid by Client to LEFTA Systems under this Agreement is nonrefundable.
- 1.5.4.** Upon Request by Client at any time upon termination of this agreement, LEFTA Systems shall promptly return to Client all or any part of the Client Data in the format in which LEFTA Systems routinely stores such data and erase or destroy all or any part of the Client Data in LEFTA Systems possession, in each case to the extent so requested by Client.

2. Confidentiality. During the performance of services and Client's use of the Software under this Agreement it may be necessary for a party to provide the other with certain information considered to be proprietary or confidential by the disclosing party. Each party shall protect the other's confidential information with the same degree of care normally used to protect its own similar confidential information, but in no event less than that degree of care that a prudent businessperson would use to protect such information. For the avoidance of doubt, **Client shall not share, show, or display LEFTA Systems software features with other vendors that may have similar software.** The obligations of each party to protect confidential information received from the other party shall not apply to Public Records laws within Client's authority and information that is officially known or becomes officially known through no act or failure to act on the part of the recipient. The provisions of Section 2 shall survive the termination of this Agreement for any reason.

3. Indemnification. Client shall indemnify, defend and hold harmless LEFTA Systems and its affiliates and their respective officers, directors, managers, equity owners, employees, agents and representatives (collectively, the "**Indemnified Parties**") from and against all losses, damages, liabilities, claims, actions, causes of action, demands, lawsuits, proceedings, inquiries, investigations, judgments, interest, awards, penalties, fines, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses, at trial and on appeal) incurred or sustained by, or imposed upon, the Indemnified Parties based upon, arising out of, or in connection with the use of the Software by Client, Client's affiliates, or any of their respective officers, directors, managers, employees, agents or representatives.

4. Miscellaneous.

4.1. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, whether written or oral, between the parties with respect to the subject matter hereof, and may not be amended, modified, altered, or supplemented except by a written agreement signed by both parties.

4.2. Technical Support. Annual license fee includes unlimited technical support with a built-in support request function within each software application, a direct email support option and access to a toll-free telephone number to reach support.

Hours of Operation: Monday – Friday (excluding holidays)

8:00 AM EST – 8:00 PM EST

Phone Number: (800) 405-3109 Option 1

Email Address: support@leftasystems.org

4.2.1. Security incidents should be reported immediately via email at security@leftasystems.org.

4.2.2. All application updates and/or bug fixes are included.

4.3. Hosting and Data. The annual license fee includes Client’s software application hosted on Microsoft Azure Government servers. Client shall be entitled to the amount of data listed on the agreement without additional charge. **Client is responsible to monitor their data amount.** Additional storage fees shall be billed to and payable by Client for any overages. Additional data can be purchased for \$200 per additional 10 GB or \$2,000 per additional 1 terabyte (TB). Listed fees are billed annually.

4.3.1. LEFTA Systems is only responsible for storing and keeping Client data safe. LEFTA Systems will retain all Client data until this agreement has been cancelled in writing. Upon cancellation of the agreement, the client has seven (7) days to either request in writing a copy of the Client’s database from LEFTA Systems or download any data within LEFTA Systems’ applications. All client data will be purged after the 30-day waiting period.

4.4. Implementation and Training. *Client is responsible for identifying a Project Manager within their own agency who is responsible for managing the implementation process and timeline within their own agency. LEFTA Systems assigns a dedicated resource to complete the application configuration and training within 13-weeks beginning after the initial project kick-off meeting. After the kick-off meeting, the client will receive a login to the onboarding site which must be 100 % completed and submitted to LEFTA Systems within four (4) weeks of the kick-off meeting. Once received, LEFTA Systems will configure purchased application(s) and train the client within the remaining nine (9) weeks. Client may prioritize applications they wish to implement first; however, this does not change the allotted resource allocation time of 13-weeks. **If client delays past the established timeframe or chooses to postpone the completion of individual applications during the initial submission, an additional fee of \$500 per application will be charged to customize them later.***

4.5. Custom Projects and Services.

N/A

Accepted and Agreed By:

LEFTA Systems

Signature: _____



PRINT Name: Bryan Selzer _____

Title: CEO _____

Date: 08/29/2023 _____

Agency Name:

Signature: _____

PRINT Name: _____

Title: _____

Date: _____

ALL CONTENT CONTAINED IN THIS AGREEMENT IS STRICTLY CONFIDENTIAL