

Contract No. 2017-03-28-1105 NP

ADDENDUM NO. 2 TO
INDEPENDENT CONTRACTOR AGREEMENT

THIS ADDENDUM NO. 2, effective on the date it is fully executed, is between the CITY OF STOCKTON, hereinafter called CITY, and VIEVU, LLC, hereinafter called CONTRACTOR, modifies and supplements that certain Independent Contractor Agreement, Contract No. 2017-03-28-1105 NP, entered into between the above parties as of March 28, 2017 ("the Agreement"). Except as expressly defined in this Addendum No. 2, capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement

WHEREAS, pursuant to the Agreement, the CITY agreed to purchase and the CONTRACTOR agreed to furnish a Body-Worn Camera Program (as defined in the Agreement); and,

WHEREAS, the term of the Agreement is for a base period of five (5) years, with the option to extend for an additional three five (5) year terms; and,

WHEREAS, the Agreement was based on the implementation of a Body-Worn Camera system with the purchase of 350 cameras; and

WHEREAS, the CITY now desires to purchase additional cameras; and,

WHEREAS, the Parties now desire to modify and supplement the Agreement to purchase additional body-worn cameras.

NOW, THEREFORE, in consideration of the promises hereinafter contained, the Parties hereto agree to this Addendum No. 2 to the Agreement as follows:

- 1. SOLUTION SERVICES AGREEMENT.** CITY agrees to purchase, and CONTRACTOR agrees to deliver, seventeen (17) body-worn cameras subject to the terms and conditions of the VIEVU Solution Services Agreement, attached hereto as Attachment 1 and incorporated by reference.
- 2. PRICE.** In accordance with this Addendum No. 2, these additional body-worn cameras will be purchased at a price of \$48 per camera license per month for the remainder of the TERM of the Agreement.
- 3. COMPENSATION.** In consideration for the purchase of additional cameras under this Addendum No. 2, CITY agrees to pay CONTRACTOR equal installments of \$816 per month for the remaining period of the TERM of the Agreement (i.e., forty-eight (48) months). CITY will pay monthly invoices upon receipt and approval of project manager, but no more than 30 days following invoice date.
- 4. INCORPORATION INTO THE AGREEMENT.** The provisions of this Addendum No. 2 are essential components of the Agreement and, as such, shall be incorporated into and are hereby made an essential part thereof.
- 5. FULL FORCE AND EFFECT.** Except as expressly modified herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. This Addendum No. 2 shall bind and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns. No further amendments or modifications will be made to the Agreement unless agreed to in writing by the Parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

VIEVU, LLC

CITY OF STOCKTON

By: _____
SIGNED

By: _____
SIGNED

PRINTED

PRINTED

Address: 645 Elliot Avenue W, Suite 370
Seattle, WA 98119

Telephone: 1-888-285-4548

Fax: 1-206-299-3380

Email: _____

**ATTACHMENT 1
VIEVU SOLUTION SERVICES AGREEMENT**



VIEVU Solution Services Agreement

THIS VIEVU SOLUTION SERVICES AGREEMENT (THE "AGREEMENT") IS MADE AND ENTERED INTO BY AND BETWEEN VIEVU, LLC, A STATE OF WASHINGTON LIMITED LIABILITY COMPANY ("VIEVU"), WITH A PRINCIPAL PLACE OF BUSINESS LOCATED AT 645 Elliott Ave W Suite #370 Seattle, WA 98119, AND THE CUSTOMER LISTED BELOW (THE "CUSTOMER"). CUSTOMER AND VIEVU ARE EACH A "PARTY," AND TOGETHER, THE "PARTIES" TO THIS AGREEMENT. CAPITALIZED TERMS NOT DEFINED IN THIS COVER SHEET ("COVER SHEET") SHALL HAVE THE MEANINGS GIVEN THEM IN THE EXHIBITS ATTACHED HERETO AND INCORPORATED HEREIN. THE STANDARD TERMS AND CONDITIONS ARE ATTACHED HERETO AS EXHIBIT A.

Customer Name: City of Stockton
(Full Legal Name of Customer)

Principal Place of Business: 22 East Market Street Stockton, CA 95202

1. **VIEVU Solution.** VIEVU will provide: (a) the cameras listed below to Customer (the "Cameras"); and (b) web-based software application provided on a "software as a service" (SaaS) basis (the "Subscription Software", and, together with the Cameras, the "VIEVU Solution") used to facilitate the upload and management of audio, video and other files created by a Camera, or other file content, and stored via the Camera Software (as defined in Exhibit A) at the price listed in the table below (the "Solution Fees"), in each case subject to the standard terms and conditions set forth on Exhibit A.

<u>Camera Description</u>	<u>Number of Subscriptions</u>	<u>Subscription Fee</u>
LE5 Cameras	17 Licenses	\$48 per month

2. **Add-On Software.** In addition to the VIEVU Solution, Customer is purchasing the following add-on services (the "Add-On Services") at the prices listed below (the "Add-On Fees", and, together with the Solution Fees, the "Subscription Fees") subject to the Standard Terms and Conditions set forth on Exhibit A:

☐ Redaction Functionality* 0 Authorized Users @ \$299 per Authorized User per month

☐ [Other Add-ons] \$

Add-On Fees – Monthly Total: \$ 0

3. **Storage.** Unlimited SD(GB) of storage per Camera is included as part of the Solution Fees
4. **Professional Services.** In connection with the VIEVU Solution, VIEVU may provide certain professional services to Customer. Any professional services performed by VIEVU will be pursuant to a separate agreement entered into between the parties.
5. **Deployment Fee.** Within thirty (30) days following the Effective Date (as defined below), Customer will pay a one-time deployment fee of \$199.00 per Camera, unless waived by VIEVU.
6. **Term and Termination Charge.** The term of this Agreement shall begin on the date that VIEVU provides Customer with access to the VIEVU Solution by VIEVU (the "Effective Date") and shall remain in effect for forty-eight (48) months following the Effective Date (the "Initial Term"). After the Initial Term, this Agreement shall automatically extend successive twelve (12) month periods unless Customer provides written notice of termination to VIEVU at least sixty (60) days before the end of the then current Term (the "Extended Term", and together with the Initial Term, the "Term"). If this Agreement is terminated after the fifteenth day following the Effective Date, but prior to the end of the Initial Term, Customer agrees to pay an early termination charge in an amount equal to \$899.95 per Camera minus \$25 for each month Customer has paid the Subscription Fee paid (the "Termination Charges").
7. **Orders.** The terms of this Agreement shall be incorporated into and be binding upon any quote, purchase order or delivery of Cameras and/or Subscription Software that is signed, issued or accepted by Customer. Any additional or different terms set forth by Customer are expressly rejected and shall be void and without effect.

The Parties agree to the terms of this Agreement, including the terms of this Cover Sheet and Exhibits A and B attached hereto which are incorporated herein and made a part hereof. This Agreement shall only be binding when executed by VIEVU, LLC.

VIEVU, LLC

CUSTOMER

Authorized Signature: _____

Authorized Signature: _____

Title:

Title-

* Indicates Third Party Programs

January 1, 2016