

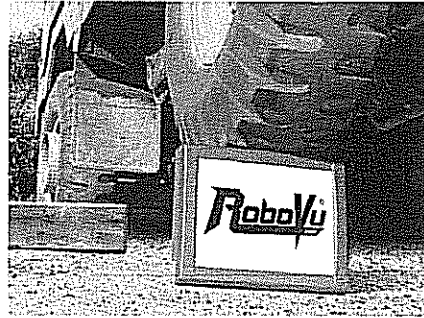


RoboVu, LLC
4809 EAST THISTLE LANDING DRIVE
SUITE 100
PHOENIX, AZ 85044

PROPOSAL AND STATEMENT OF WORK

PREPARED ESPECIALLY FOR

Lompoc Police Department



Edward L Foster Jr
ed@robovu.com

MAY 23, 2011

THIS PROPOSAL IS VALID FOR 30 DAYS



PROPRIETARY INFORMATION

This proposal includes data that shall not be disclosed outside the customer's organization and shall not be duplicated – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the customer shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the customer's right to use information contained in this data if it is obtained from another source without restriction. The entirety of this document is subject to this restriction, including the appendixes.



STATEMENT OF WORK

INTRODUCTION

PROPOSED SOLUTION

RoboVu will deploy a city wide CCTV system for the City of Lompoc. The system will consist of a 3VR server system for the Police Department and City Cameras.

SCOPE: (RoboVu will)

- Provide eight RoboLUMs (PTZ Covert Street Light)
- Provide and install 1 Server Class 3VR NVR with 4TB's of storage.
- Provide and install Axis video encoders to cut over some of the existing cameras.
- Provide and install all necessary cabling.
- Provide and install necessary power supplies.
- Provide and install one 42" LCD Monitor mounted on wall in dispatch between existing two monitors.
- Provide and install Pelco IP PTZ camera on light pole at intersection of Cypress and H. Street. (Lompoc is to provide and configure the Tropos Mesh Antenna for this camera)
- Provide and install Pelco IP PTZ camera on light pole at intersection of Ocean and H. Street. (Lompoc is to provide and configure the Tropos Mesh Antenna for this camera)
- Provide assistance with the installation and configuration of the 8 Covert PTZ's that RoboVu will be providing.
- Program head end to Lompoc specifications.
- Provide one 4 hour sessions of training for 3VR system.

ASSUMPTIONS:

- Lompoc will provide and configure all necessary POE network ports.
- Lompoc will provide all configuration of wireless mesh network to acquire video signals from remote PTZ's.
- RoboVu will not install Light Heads at poles.
- Lompoc will provide all necessary power outlets where needed.
- RoboVu will be working during normal business hours of 8am-4pm.
- Lompoc will install the RoboLUMs (PTZ Covert Street Lights).
- Lompoc is to provide a detail of IP addresses and system configurations prior to commencing work.



TERMS AND CONDITIONS

A. PRICING

Description	Amount
RoboSPY (Billed Product & RoboHUB)	\$ 137,164.00
Service / Miscellaneous	\$ 34,790.00
Total	\$ 171,954.00

B. PAYMENT SCHEDULE

Following is an expected payment schedule based on milestones for this project. Any hardware, software, or services not specifically addressed in this Statement of Work will be handled as a project change and will affect the total amount of the project.

Payment Description	Payment Milestone	Payment Amount
Project Acceptance (50% of Total)	Contract Signed	\$ 85,977.00
Project Installed (25% balance)	Hardware & Software Installed	\$ 42,988.50
Project Completed (25% balance)	Project signed off	\$ 42,988.50
Total:		\$ 171,954.00

Progress payments to RoboVu for labor will be made on a percentage of completion schedules as listed above. Each payment amount will be % of the total amount. The project labor allocations used for the percentage of completion calculations are detailed in the Labor Allocation (Appendix B) of this Statement of Work. Tasks will be considered complete when they are signed off by both the primary contact for the customer and the Project Manager for RoboVu.

The project will be considered complete when all tasks listed in the Labor Allocation (Appendix B) form have been signed off by the primary contact for the customer.



C. LIMITED WARRANTY

1. **Equipment.** All equipment, materials, parts, components, and peripheral equipment ("Equipment"), described in the Scope of Work and supplied and/or installed by RoboVu pursuant to the attached Agreement, are warranted to be free of defects under normal use for the period of the manufacturer's written warranty. All assignable manufacturers' warranties applicable to such Equipment will be assigned to the Client upon completion of the installation and sign off of the project. Any extended warranty available from the manufacturer of such Equipment may be made available to the Client. All Equipment warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the Equipment.

2. **Labor.** All labor and/or services ("Labor"), provided by RoboVu as described in the Scope of Work and provided pursuant to the attached Agreement, is warranted to be performed in a competent and professional manner, and to be free of defects under normal use for ninety (90) days from the date such Labor is provided.

3. **Repair or Replace.** Except as otherwise provided in the Manufacturer's written warranties, within the Limited Warranty periods set forth above, as to any defects in Equipment and/or Labor installed or supplied by RoboVu pursuant to the attached Agreement, the extent of RoboVu's liability is limited to the repair and/or the replacement of such Equipment with a similar item, free from the defects in question, or the re-performance of such services without such defects.

4. **No Consequential Damages.** In no event shall RoboVu be liable for any incidental or consequential damages arising from or related to any alleged defect in the Equipment and/or Labor. RoboVu shall have no responsibility for, nor any other liability or warranty for, defects, damages or delays caused by the actions or inactions of persons or entities not affiliated with RoboVu, or caused by, or attributable to any reason beyond RoboVu's reasonable control.

5. **No Other Warranties.** The Limited Warranties provided herein are exclusive of, in lieu of, and Client hereby waives, any and all other warranties, guaranties, remedies, or liabilities, express or implied, arising by law or otherwise, including, without limitation, any warranty of merchantability, or fitness for a particular use. This Limited Warranty is only effective upon Client's payment in full of all sums due to RoboVu pursuant to the attached Agreement. This Limited Warranty cannot be extended, altered, or voided, except by a written agreement signed by an authorized officer of RoboVu and Client.

D. Limitation of Actions. RoboVu shall be relieved of all obligations and liability under this Limited Warranty if Client fails to report the defect, in writing, to RoboVu within twenty (20) business days after such defect becomes reasonably apparent. No action, including, without limitation, contract and/or tort actions, relating to the Equipment and/or Labor supplied and/or performed by RoboVu, may be brought by the Client more than one (1) year after the cause of action for same accrues.



E. Payment Terms. Unless otherwise specified in the attached Agreement, payment of all amounts due RoboVu are due when each invoice is rendered. Invoices remaining unpaid after thirty (30) days from the date of the invoice shall bear interest at the rate of one and one-half percent (1.5%) per month. RoboVu reserves the right to suspend all work if Client's account becomes materially past due. By executing the attached Agreement, Client also agrees to pay ALL costs incurred by RoboVu to collect the amounts due RoboVu, including but not limited to: reasonable legal fees, costs, in-house attorney costs and fees, collection service costs, etc.

F. Creation of Lien. It is expressly understood and agreed by Client that a mechanic's lien in favor of RoboVu shall be created against the property where the Equipment and/or Labor are installed or provided. Said lien shall take effect immediately upon the installation of such Equipment and/or Labor. RoboVu agrees that said lien will not be recorded or foreclosed unless Client fails to timely pay for the Labor and Equipment furnished by RoboVu.

G. Condition of Premises. Client shall bear full responsibility for the condition of the building and premises in which said Labor and/or Equipment is to be installed. Client shall make any and all alterations or repairs to said building or premises that are reasonably necessary to accommodate such installation, and shall provide reasonable and adequate access to said premises.

H. No Hire Policy. During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement, or the completion of the project, whichever is later, the Client agrees that it will not, either directly or indirectly, hire, employ, retain, offer to employ, or solicit the employment of, any individual that was employed by RoboVu during the term of this Agreement, nor will Client attempt to do any of the foregoing. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by RoboVu as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to RoboVu an amount equal to 50 % of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with RoboVu.

I. Non-Assignability. The rights and duties of Client and RoboVu cannot be assigned by either party, without the advance written consent of the remaining party to the attached Agreement, which consent shall not be unreasonably withheld.

J. Governing Law. This Limited Warranty and the attached Agreement shall be governed by and construed in accordance with the laws of the state where such Equipment and/or Labor are supplied by RoboVu.



AGREEMENT

Project: Lompoc Police Department

Proposal Date: 5/23/11

RoboVu and Lompoc agree that this Statement of Work defines the work to be accomplished by RoboVu and the methodology to be used to accomplish the objectives. Both parties further agree that substantive changes in the requirements stated herein may result in changes to the associated costs, which can be addressed by modifications of the primary Proposal and Statement of Work, or by the issuance of an additional Proposal and Statement of Work.

This proposal is valid for 30 days from the date of this proposal.

Agreed to: City of Lompoc

Agreed to: RoboVu, LLC

By: _____

By: Edward L Foster Jr _____

Title: _____

Title: CEO & co-Founder _____

Date: _____

Date: _____

PO# _____

Signature _____

Signature: _____

*Please sign above and return to the RoboVu to indicate your acceptance of this project.