

MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN CAPITAL SHIELD

This Memorandum of Understanding (“MOU”) is made and entered into between _____, (“Company”) which owns a buildings located at _____ (the “Premises”) and Kastle Systems International LLC, a Virginia limited liability company (“Kastle”), each a “Party” and together the “Parties.” In consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. Capital Shield. Kastle, a leading provider of managed security systems, including security cameras and Closed Circuit Television (CCTV) systems, has launched “Capital Shield,” a public-private partnership with the District of Columbia Metropolitan Police Department (the “MPD”) that is designed to significantly increase public safety and security in Washington.
2. Public Space Feed. Kastle is authorized by the MPD to enable the MPD to have access and connection to recorded visual image data collected by private building owners’ CCTV systems specific to the exterior public space areas and public access areas of their buildings (“Public Space Feed”).
3. Service Contract. Company and Kastle are parties to an agreement pursuant to which Kastle provides CCTV systems and associated services to Company (the “Service Contract”). The Service Contract remains in full force and effect in accordance with its terms and this MOU is hereby incorporated therein.
4. Access to the MPD. Company hereby authorizes Kastle to enable the MPD to have access and connection to the Public Space Feed recorded by Kastle CCTV systems in and around the Premises to assist the MPD in its law enforcement and emergency management efforts, subject to the terms of this MOU. Kastle may also provide the MPD with a copy of the floor plan of the Premises and Company’s local emergency contacts and emergency procedures.
5. Signs. Company will post signs in conspicuous locations in and around the Premises indicating that a CCTV system is in operation and recordings of suspicious activities will be shared with the police.
6. Access to Kastle. Company will provide Kastle with such access to the CCTV systems and the Premises as Kastle requires to fulfill its obligations under this MOU.
7. Term and Termination. This MOU shall remain in effect so long as the Service Contract is in effect; however, either Party may terminate the MOU at any time for any reason or no reason upon no less than thirty (30) calendar days written notice to the other Party.
8. Use by MPD of Public Space Feeds. As of the date hereof, the MPD is bound by District of Columbia Municipal Regulations Rule 24-508 not to monitor the Public Space Feeds in real time and to view recordings of such Public Space Feeds only where there is reason to believe that the viewing may help solve a crime. Kastle, however, cannot and does not control the MPD’s use of the Public Space Feeds and disclaims any and all liability or damages of any kind arising from such use.
9. Disclaimers. Kastle will use commercially reasonable efforts to enable the MPD to gain access and connection to the Public Space Feed, however, Kastle does not guarantee that such access or connection will be uninterrupted or error-free. Except as set forth in the Service Contract, Kastle does not undertake any obligation under this MOU to monitor the Public Space Feed or to alert the Company, the MPD or any other governmental entity, or to respond to, threats, distress, or criminal incidents. Except as set forth in the Service Contract, Kastle does not undertake any, and hereby disclaims, any obligation or duty to preserve or maintain any record, information, data, video, or the like.
10. General. Each Party represents and warrants to each other that the person signing this MOU on its behalf has the requisite authority and power to execute this MOU and to thereby bind the Party on whose behalf it is being signed. This MOU and the Service Contract represent the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior or contemporaneous agreements and communications.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

COMPANY

By: _____
Name: _____
Its: _____

KASTLE SYSTEMS INTERNATIONAL LLC

By: _____
Name: _____
Its: _____

Effective Date: _____