

AGENDA ITEM
Dec 3, 2013

Subject: Computer Voice Stress Analyzer (CVSA) Purchase Request

Department: Police

The Nevada Police owned Computer Voice Stress Analyzer (CVSA) has aided local law enforcement in conducting interviews of individuals involved in police investigations for many years. That piece of valuable equipment recently broke down and now requires replacement. This is a unique equipment item with no local vendors or other participants.

A purchase bid was received from NITV Federal Services of West Palm Beach, Florida for \$6,900. This price contains one (1) CVSA instrument, two (2) free police officer training slots and an offered price reduction with the trade in of the broken CVSA instrument, currently owned by the Nevada Police Department. Additionally, a four (4) year hardware warranty is offered for \$300.

This unexpected proposed expenditure for this equipment was not budgeted but \$6,900 is being funded by the award of a grant from the Moss Trust with the City paying the additional \$300. This would be expensed to account 100-5-2000-318.

\$7,200 - total expenditure

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE

IMPORTANT READ CAREFULLY: This End-User License Agreement (EULA) is a legal agreement between you (either an individual or a single entity) and the NITV Federal Services, LLC (NFS) which installed the Computer Voice Stress Analyzer® (SOFTWARE PRODUCT or SOFTWARE) on a Dell Latitude or Dell ATG or Dell XFR or other Computer (COMPUTER). The SOFTWARE PRODUCT includes computer software, the associated media, any printed materials, and any online or electronic documentation. Once the EULA is signed by any member of said entity or the CVSA® is used by anyone employed by said entity, it is understood and agreed to be bound by the terms of this EULA.

SOFTWARE PRODUCT LICENSE

The SOFTWARE PRODUCT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The CVSA SOFTWARE PRODUCT is licensed, not sold.

- I. **GRANT OF LICENSE.** This EULA grants you the following rights:
 - **Software.** You may use this copy of the SOFTWARE PRODUCT (CVSA Program) only on the COMPUTER described below in this Agreement.

- II. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**
 - **Limitation on Reverse Engineering, De-compilation and Disassembly.** You may not reverse engineer, de-compile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.
 - **Separation of Components.** The SOFTWARE PRODUCT (CVSA) is licensed as a single product. Its component parts may not be separated for use on any other computer.
 - **Single COMPUTER.** The SOFTWARE PRODUCT is licensed with the COMPUTER described below as a single integrated product. This license specifically excludes any use, review, evaluation, research & development (R&D), scientific testing or analysis of the CVSA SOFTWARE PRODUCT by the user or any third parties not specifically authorized by NFS.
 - **Rental.** You may not rent, lease, assign, sub-lease, loan, sell, or otherwise transfer any rights to the SOFTWARE PRODUCT or COMPUTER under this agreement.
 - **Termination.** Without prejudice to any other rights, NFS may terminate this EULA if you fail to comply with the terms and conditions of this EULA. In such event, you must return the computer in question in order to allow NFS to destroy all copies of the SOFTWARE PRODUCT and all of its component parts. The computer will then be returned minus the CVSA program.

- III. **UPGRADES.** If you receive a CVSA SOFTWARE PRODUCT upgrade, you may use that upgrade only in accordance with this EULA and added only to the computer described below.

- IV. **COPYRIGHT.** All title and copyrights in and to the CVSA SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, videos, audio, music, algorithms, text and “applets”) incorporated into the SOFTWARE PRODUCT, are owned by NFS or its suppliers. You may not copy the printed materials accompanying the CVSA SOFTWARE PRODUCT. All rights not specifically granted under this EULA are reserved by NFS.

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE

- V. **PRODUCT SUPPORT.** Product support for the SOFTWARE PRODUCT is provided by NFS. For product support, or if you have any questions concerning this EULA, please refer to the information provided in the CVSA User's Manual.
- VI. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The SOFTWARE PRODUCT and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the rights in Technical Data and Computer Software clause at DFARS 252.227-7031 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is NFS, 11400 Fortune Circle, West Palm Beach, FL 33414.
- VII. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, Licensee and its Employees, agents, and duly authorized users shall be exposed to certain information concerning the business, products, proposed new products, customers and related information concerning NFS or the CVSA which is not known to the public ("Confidential Information"). Licensee agrees not to disclose or otherwise make such Confidential Information available to third parties or to make any use of such Confidential Information without prior written consent of NFS, which consent may be withheld in NFS's sole and arbitrary discretion. Licensee shall be liable for any and all damages, costs, and attorney's fees incurred by reason of a breach of this provision, or any other provision of this Agreement, whether directly by Licensee or any user Licensee employs or otherwise directly or indirectly, has enabled access to the Confidential Information. Licensee shall be responsible for all damages including but not limited to, incidental and consequential damages. This license agreement in no way supersedes any state or local statute, and this section shall not apply to any disclosure required by law.
- VIII. **CAVEAT.** NFS sells the Computer Voice Stress Analyzer as an *investigative tool*. The results of any testing should not be used as a final determinant, nor should the results of any test be included in a *probable cause* affidavit. The results of a CVSA examination should not be used to obtain an arrest or search warrant.
- IX. **EXPORT CONTROL WARNING:** The CVSA is classified as a Restricted Crime Control Technology by the US Department of Commerce and subject to Export Licensing by the US Government. The CVSA should not be removed from the US without an Export Determination by the US Government. Violations are subject to severe fines and possible CRIMINAL PROSECUTION.
- X. NFS has advised purchaser of the option to secure extended 4-year Dell warranty at an additional cost.
 Purchaser agrees to buy 4 year on-site warranty at the Dell price of \$300.00.
 Purchaser declines purchase to buy 4-year warranty.
- XI. **SUMMARY:**
➤ The Licensee understands that the CVSA software is limited to their use for the purposes intended. The CVSA program can never be copied or transferred to any other computer or device.

END-USER LICENSE AGREEMENT FOR CVSA SOFTWARE

- The Print Utility, as required, may be copied and installed on any other computer for the purposes of reading VSA files or printing.
- The NFS agrees to reload the CVSA program on a Licensee's CVSA in the event of a hardware failure.

The warranty on the COMPUTER and SOFTWARE PRODUCT will be in effect when this document is signed and returned to NFS, and when the CVSA® is shipped to purchaser.

I have read and understand this End-User License Agreement and Limited Warranty for the Computer Voice Stress Analyzer. Authorized Company or Agency Representative for the purchase of the Computer Voice Stress Analyzer as described below:

W Burnley, Title Chief
Authorized signature

Printed name of authorized signature WILFORD G. BURNLEY

Entity purchasing the CVSA NEVAOA, Mo Police Dept

120 S. ASH
(Address)

NEVAOA, Mo 64772
(City, State, Zip)

417-448-5100
(Phone number)

gburnley@nevaommo.org
(E-mail address required for transfer of warranty)

Signed this 26 day of NOVEMBER, 2013

(BELOW: FOR OFFICE USE ONLY)

(1) Dell Latitude Computer (2) Dell ATG (3) Dell XFR (4) Other

Model # _____

Number of Computers _____

Serial #'s _____