



We have prepared a quote for you

NPPD - FUSUS RTCC - Enterprise Plan - 2023-1-31

Quote # 056101
Version 5

Prepared for:

The City of North Port, Florida

Chief Todd Garrison
tgarrison@northportpdf.gov

FUSUS Real Time Crime Center Offer Letter

Chief Todd Garrison
The City of North Port, Florida
4970 City Hall Boulevard
North Port, FL 34826

Subject: Service Agreement Proposal

Dear Chief Garrison,

Fusus is honored that the The City of North Port, Florida (“City”) is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fusus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal will become effective upon written notice to proceed and continue for forty-two months (initial six-month term followed by (3) twelve-month terms), with an option to renew for twenty-four additional months (Optional Year 5 and 6 renewal, below). If The City of North Port, Florida is not satisfied within 30 days of project initiation, the contract can be cancelled with no obligation or penalty to the City (Note: all provided hardware must be returned in good working order).

1. Initial Scope of Work: The following fusus Enterprise Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fususONE™: Initial setup, access and training of users to include up to 1,500 data points and 1,500 simultaneous public/private video feeds
 - b. fususCORE™: Installation and setup of fususCORE™ Appliances:
 - i. Forty-Five (45) fususCORE Pro™ Appliances and One (1) fususCORE Elite™ AI Appliance will be installed during the first phase (April 1 - September 30 Term) of the project
 - c. fususREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fususVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 10TB of videos and still images captured via the fususONE™ platform
 - e. fususOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
 - f. fususTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fususVault™
 - g. fususAlert™: Implementation of our iOS/Android application which provides panic alerting to fususONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fususONE™ platform

- h. fususANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
- i. Remote Configuration of fusus Core(s)
- j. Integration of all current and future video feeds
- k. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fusus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

- a. Payment 1: Term: April 1, 2023 - September 30, 2023 - **\$50,000**
- b. Payment 2: Term: October 1, 2023 - September 30, 2024 - **\$100,000**
- c. Payment 3: Term: October 1, 2024 - September 30, 2025 - **\$100,000**
- d. Payment 4: Term: October 1, 2025 - September 30, 2026 - **\$100,000**
- e. Optional Renewal: Payment 5: Term: October 1, 2026 - September 30, 2027 - **\$125,000**
- f. Optional Renewal: Payment 6: Term: October 1, 2027 - September 30, 2028 - **\$125,000**

Note: This pricing will expire on **March 31, 2023**.

Note: Additional fususCORE™ appliances and camera streams may be purchased for the following per unit price schedule.

- a. CORE Lite: \$200/each
- b. CORE Lite Extended: \$300/each
- c. CORE Pro: \$600/each
- d. CORE Pro Extended: \$1000/each
- e. CORE Elite: \$4,000/each
- f. CORE Elite AI: \$5,000/each
- g. Camera Stream: \$36/each per year

3. Bill of Materials Included with the Service: As part of the annual subscription price, each system will include the following:

- a. fususONE™ SaaS
- b. Unlimited video alerts, access, and video download
- c. fususCORE™ warranty and technical support for the life of the agreement
- d. Unlimited fususOPS Application for Android and iOS Devices

Subscription to fususONE™ includes all the following:

- a. Unlimited Users to fususONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access to the fususONE™ Dashboard for designated users
- c. Floor plan Integration for designated locations in fususONE™
- d. Ongoing Integration Services with the CAD System

- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fusus™ solution.
- c. Minimum network speed of .5 mb/s for live video sharing will be required for each CORE location.

1. Terms and Conditions:

The use of and access to fusus™ products and services is subject to the fusus™ Terms of Service V111121 found at <https://bit.ly/3rp6gez>.

The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fusus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fususCORE(s), as listed above in Section 2, will be deducted from the refund.

Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Enterprise shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

Non Appropriations Provision: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which the City is a party, are subject to the provisions of Florida Statutes Section 166.241, as amended, regardless of whether a particular obligation has been expressly so conditioned. Since funds are appropriated annually by the City Commission on a fiscal year basis, the City's legal liability for the payment of any costs will not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor will such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the City will have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by the City under this Section. This Agreement does not constitute an indebtedness of the City nor an obligation for which the City is obligated to levy or pledge any form of taxation or for which the City has levied or pledged any form of taxation.

Any amendments changing City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change City's financial obligations under this Agreement.

190 East Capitol St., Suite 175
Jackson, MS 39201
www.pileum.com
1 (888) 974-5386



FususONE Enterprise SaaS - April - September 2023

Item	Description	Price	Qty	Ext. Price
FUSE-E-1-1001	FususONE Enterprise SaaS - Partial Year Term: April 1, 2023 - September 30, 2023	\$50,000.00	1	\$50,000.00
FUS-H-CORE-P	fususCORE Pro with 4TB storage	\$0.00	45	\$0.00
FUS-H-CORE-ELAI	fususCORE Elite Ai with 36TB storage and onboard AI	\$0.00	1	\$0.00

Subtotal: \$50,000.00

FususONE Enterprise SaaS - October 2023 - September 2024

Item	Description	Price	Qty	Ext. Price
FUSE-E-1-1002	FususONE Enterprise SaaS - 1 Year Term: October 1, 2023 - September 30, 2024	\$100,000.00	1	\$100,000.00

Subtotal: \$100,000.00

FususONE Enterprise SaaS - October 2024 - September 2025

Item	Description	Price	Qty	Ext. Price
FUSE-E-1-1003	FususONE Enterprise SaaS - 1 Year Term: October 1, 2024 - September 30, 2025	\$100,000.00	1	\$100,000.00

Subtotal: \$100,000.00

FususONE Enterprise SaaS - October 2025 - September 2026

Item	Description	Price	Qty	Ext. Price
FUSE-E-1-1004	FususONE Enterprise SaaS - 1 Year Term: October 1, 2025 - September 30, 2026	\$100,000.00	1	\$100,000.00

Subtotal: \$100,000.00

Optional Renewal - FususONE Enterprise SaaS - October 2026 - September 2027

Item	Description	Price	Qty	Ext. Price
FUSE-E-1-1005	FususONE Enterprise SaaS - 1 Year Term: October 1, 2026 - September 30, 2027	\$125,000.00	1	\$125,000.00

Subtotal: \$125,000.00

Optional Renewal - FususONE Enterprise SaaS - October 2027 - September 2028

Item	Description	Price	Qty	Ext. Price
FUSE-E-1-1005	FususONE Enterprise SaaS - 1 Year Term: October 1, 2027 - September 30, 2028	\$125,000.00	1	\$125,000.00

Subtotal: \$125,000.00

Optional - Additional Fusus Hardware

***Optional**

Item	Description	Price	Qty	Ext. Price
FUS-H-CORE-L	fususCORE Lite with 512GB storage	\$200.00	1	\$200.00
FUS-H-CORE-L-XT	fususCORE Lite Extended with 1TB storage	\$300.00	1	\$300.00
FUS-H-CORE-P	fususCORE Pro with 4TB storage	\$600.00	1	\$600.00
FUS-H-CORE-P-XT	fususCORE Pro Extended with 18TB storage	\$1,000.00	1	\$1,000.00
FUS-H-CORE-EL	fususCORE Elite with 36TB storage	\$4,000.00	1	\$4,000.00
FUS-H-CORE-ELAI	fususCORE Elite Ai with 36TB storage and onboard AI	\$5,000.00	1	\$5,000.00

***Optional Amount: \$11,100.00**

NPPD - FUSUS RTCC - Enterprise Plan - 2023-1-31

Prepared by:

Pileum Corporation
 Elizabeth Frazier
 601-863-0275
 Fax 601-510-9718
 elizabethfrazier@pileum.com

Prepared for:

The City of North Port, Florida
 4970 City Hall Boulevard
 North Port, FL 34286
 Chief Todd Garrison
 tgarrison@northportpdf.gov

Quote Information:

Quote #: 056101
 Version: 5
 Delivery Date: 02/17/2023
 Expiration Date: 03/31/2023

Quote Summary

Description	Amount
FususONE Enterprise SaaS - April - September 2023	\$50,000.00
FususONE Enterprise SaaS - October 2023 - September 2024	\$100,000.00
FususONE Enterprise SaaS - October 2024 - September 2025	\$100,000.00
FususONE Enterprise SaaS - October 2025 - September 2026	\$100,000.00
Optional Renewal - FususONE Enterprise SaaS - October 2026 - September 2027	\$125,000.00
Optional Renewal - FususONE Enterprise SaaS - October 2027 - September 2028	\$125,000.00
Total:	\$600,000.00

*Optional Expenses

Description	Amount
Optional - Additional Fusus Hardware	\$11,100.00
Optional Subtotal:	\$11,100.00

Payment Options

Description	Periods	Payments	Amount
Term Options			
Standard Terms and Conditions	One-Time Payments	One-Time	1
			\$600,000.00

Summary of Selected Payment Options

Description	Amount
Term Options: Standard Terms and Conditions	
Total of One-Time Payments	\$600,000.00


Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Term: This Agreement shall commence on the Project Start Date identified above and shall remain in effect until the completion of the Services, unless otherwise terminated as provided herein.

Except as expressly modified hereby, all terms and provisions of the Master Agreement shall remain in full force and effect. Customer does hereby certify that as of date hereof (i) Customer is not in default under the Agreement and (ii) the representations and warranties made by Customer pursuant to the Master Agreement are true and correct on the date hereof.

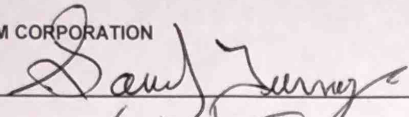
Signature

Date

 Signatures

Signatures

PILEUM CORPORATION

By: 

Printed Name: Sandy Turvey

Title: COO

Date: 2-27-23

CITY OF NORTH PORT, FLORIDA

By: _____

A. JEROME FLETCHER II, ICMA-CM, MPA

CITY MANAGER

ATTEST

By: _____

HEATHER FAUST, MMC

CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

By: _____

AMBER L. SLAYTON, B.C.S.

CITY ATTORNEY

Appendix A

Fusus Terms of Service

Fusus Terms of Service

Terms and Conditions Governing a Subscriber's Use of the Fusus Software, and all Fusus Solutions and Services Provided via the Software, including but not limited to the FususONE, FususREGISTRY, FususOPS, FususALERT, FususTIPS, FususNOTIFY, FususCORE, and FususVAULT product offerings.

1. Introduction:

A. Subscribers to the Terms.

The following Terms of Service Agreement (the "Terms" or the "Agreement") is a binding agreement between Fusus LLC ("Fusus") and you, a user of the Fusus Software ("Software") and/or a Subscriber to the FususONE Real Time Interoperability Solution ("Solution"), as presented in the accompanying Offer Letter, which You agree to, either as an individual of at least eighteen years of age, or as an organizational entity, or as an associational entity, in accordance with your status and existence ("You" or "Subscriber"). These Terms govern Your use of the Fusus Software, the Solution, and all other solutions, services and networks owned or controlled by Fusus (all of which are included in the definition of "Content" provided in Section 1 below), which are provided to You via the Software. When You accessed this Software, and/or when You registered Your account on the Software ("Account") and/or when You clicked the "AGREED" box on the Software login page, You acknowledged Your understanding of these Terms and Your voluntary consent to be bound by these Terms.

1. Individual Subscribers.

If You are an individual, You hereby represent and warrant to Fusus that You are at least eighteen (18) years of age or and otherwise capable of entering into and performing legal agreements, and that You agree to be bound by the Terms.

2. Entity Subscribers.

If You are going to use the Solution on behalf of a public entity, business entity, corporate entity, organizational entity, or associational entity, You hereby represent to Fusus that You have the authority to bind that entity to these Terms as the Subscriber, and Your acceptance of these Terms will be treated as acceptance by that public, business, corporate, organizational, or associational entity as the Subscriber. In that event, You acknowledge and understand that "You" and "Your" will refer to that public, business, corporate, organizational, or associational entity as the Subscriber, which Subscriber is bound to these Terms, along with all officers, directors, employees, contractors, agents, or volunteers in and under Subscriber's control and/or supervision, who are also bound to these Terms.

B. Updates to the Terms.

When using the Software, the Solution, and/or any other solutions and/or services provided by Fusus via the Software,

You will be subject to any updates and revisions to these Terms. Fusus reserves the right, at Fusus's sole discretion and without prior notice to You, to update, amend, change, modify, add, or remove portions of these Terms at any time by posting the updated Terms ("Updates"). Unless otherwise stated in writing by Fusus, all Updates shall be effective immediately upon posting on the Software, and Your continued use of the Fusus

Software after the posting of any Updates to these Terms constitutes Your binding acceptance of such changes. You acknowledge and agree that it is Your responsibility to ensure that You are current and up-to-date in Your understanding of and compliance with these Terms, notwithstanding whether or not Fusus has posted any notice of Updates to these Terms on the Software, and you acknowledge, understand, and agree that You must periodically check these Terms for Updates. Additional posted policies, guidelines or rules applicable to specific services and features, may be posted from time to time ("Policies"). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein, these Terms shall control.

2. CONTENT.

A. Content Defined.

The Software contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to Fusus's other products and services, and similar items from our licensors and other third parties, including all layout, information, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Software and of the Solution, and the compilation, assembly, and arrangement of the materials of the Software and any and all copyrightable material (including source and object code), trademarks, logos, trade names, service marks, company names, and trade identities of various parties, including those owned by Fusus and those owned by third parties and licensed to Fusus for use on the Software (collectively, "Trademarks"), and other forms of intellectual property included in the Software, in the Solution, and/or in any other product or solution or service provided by Fusus. All of the foregoing, including the Solution and any other solutions, products, and/or services provided by Fusus through the Software is defined and referred to collectively in these Terms as "Content".

B. Ownership.

The Software (including any past, present, and future versions) and the Content are owned by Fusus or controlled by Fusus through licenses granted to Fusus by its licensors. All right, title, and interest in and to the Content available via the Software is the property of Fusus or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Fusus's copyright ownership of the Content, Fusus owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Software. "Intellectual Property Rights," as used in these Terms, means any and all rights belonging to Fusus and existing under patent law, copyright law, semiconductor chip protection law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and Fusus, Fusus retains all its respective titles, interests, and ownership in the Software and the Content, and You understand and acknowledge that neither You nor any other Subscriber acquires any

ownership in any Intellectual Property Rights regarding the Software or the Content under these Terms.

C. Limited License Granted to You.

Subject to Your strict and ongoing compliance with Your Subscription Agreement and with these Terms, Fusus

grants You a limited, non-exclusive, revocable, non-assignable, and non-transferable license to use the Software and the Solution (the “Limited License”). The foregoing Limited License does not give You any ownership of, or any other intellectual property interest in, any Content (including, but not limited to, the Solution), and Fusus reserves the right to suspend or terminate, at any time and for any reason, Your Limited License without any advance notice to You, and without any liability. This Agreement and any Additional Terms include only narrow, limited grants of rights to Content and to use and access the Software. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to You are reserved by Fusus. Any unauthorized use of any Content or the Software for any purpose is strictly prohibited.

3. SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.

A. Your Ownership of Subscriber-Generated Content.

Fusus may provide a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Software (collectively, “submit”) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, “Subscriber-Generated Content”). Subject to the rights and license You grant to Fusus under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that Fusus has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content. (hereinafter, “PII”).

B. Fusus’s Enforcement Rights in Subscriber-Generated Content.

You grant Fusus the exclusive right to protect and enforce its licensed rights to Your Subscriber-Generated Content while it is posted on the Software, including the right to bring and control enforcement actions in Your name and on Your behalf at Fusus’s cost and expense.

C. Your Representations and Warranties and Your Indemnification Obligations for Your Subscriber-Generated Content.

Each time You submit any Subscriber-Generated Content, You represent and warrant that You are the sole author and owner of the intellectual property and other rights to the Subscriber-Generated Content, or You have a lawful right to submit the Subscriber-Generated Content.

4. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT.

DMCA Notice for Copyright Infringement.

Fusus will respond appropriately to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”), as set forth below. If You own a copyright in a work (or represent such a copyright owner) and believe that the copyright in that work has been infringed by an improper posting of it as part of Subscriber-Generated Content on the Software, then You may send us a written notice that includes allof the following:

1. a subject line that says: “DMCA Copyright Infringement Notice”; and
2. a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted worksare covered by a single notification, a representative list of such works; and
3. a description of the location of the infringing material on the Software; and
4. Your full name, address, telephone number, and e-mail address; and
5. a statement by You that You have a good faith belief that use of the allegedly infringing material in themanner complained of is not authorized by the copyright owner; and
6. a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, andthat You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,
7. Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by Your full typed name, which will serve asYour electronic signature.

Fusus may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Fusus may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

B. Mode of Communication.

Fusus will only respond to DMCA Notices that it receives by mail or e-mail at the addresses below:**By Mail:**

Fusus
ATTN: DMCA Notice
5550 Triangle Pky, Suite 100 Peachtree Corners, GA 30092

By E-Mail:

helpdesk@fusus.com

We may send the information that You provide in Your DMCA Notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Fusus's other rights, Fusus may, in appropriate circumstances, terminate a repeat infringer's access to the Software and any other Software owned or operated by Fusus.

C. DMCA Counter-Notification regarding Copyright Infringement.

If access on the Software to a work that You submitted to Fusus is disabled or the work is removed as a result of a DMCA Notice, and if You believe that the disabled access or removal is the result of mistake or misidentification, then You may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

1. a subject line that says: "DMCA Counter-Notification"; and
2. a description of the material that has been removed or to which access has been disabled and the location at which the material appeared on the Software before it was removed or disabled; and
3. a statement made under penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
4. Your full name, address, telephone number, e-mail address, and the username of Your Account; and
5. a statement that You consent to the jurisdiction of the Federal District Court for the judicial district in which Your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the District of Georgia), and that You will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
6. Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve as Your electronic signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Software. You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

D. Reporting Infringement of Other Intellectual Property.

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by

an improper posting or distribution of it on the Software, then You may send Fusus a written notice to one of the addresses set forth in Section 4.A. above that includes all of the following:

1. a subject line that says: "Intellectual Property Infringement Notice"; and
2. a description of the intellectual property that You claim has been infringed, or a list of the intellectual
3. property if multiple works have been infringed; and a description of the location of the infringing material on the Software; and
4. Your full name, address, telephone number, and e-mail address; and
5. a statement by You that You have a good faith belief that use of the allegedly infringing material in the manner complained of is not authorized by the owner; and
6. a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, and that You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,
7. Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters "//s//" followed by Your full typed name, which will serve as Your electronic signature.

Fusus will act on such notices in its sole discretion. Any User of the Software that fails to respond satisfactorily to Fusus with regard to any such notice is subject to suspension or termination. We may send the information that You provide in Your notice to the person who provided the allegedly infringing material.

4. YOUR ACCOUNT AT FUSUS.

A. Registration.

To access the Solution through the Software, You not only must execute a Subscription Agreement, but also You must become a registered user of the Software by establishing an Account. The Software's practices governing any resulting collection and use of Your personal information in Your Account are disclosed in its Privacy Policy.

B. Usernames and Passwords.

If You register for any feature of the Software that requires a password and/or username, such as the Solution, then You will select Your own password at the time of registration (or we may send You an email notification with a randomly generated initial password) and You agree to the following:

1. You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Fusus may reject the use of any password, username, or email address for any reason in our sole discretion); and
2. You will provide accurate, current, and complete registration information about Yourself in connection with the

registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and

3. You are solely responsible for all activities that occur on the Software under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity), and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and
4. You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized persons may not access any password protected portion of the Software using Your name, username, or password; and
5. You will immediately notify Fusus of any unauthorized use of Your Account, password, or username, or any other breach of security; and
6. You will not sell, transfer, or assign Your Account or any Account rights.

Fusus shall have no liability for any loss or damage (of any kind and under any legal theory) to You or any third party arising from Your inability or failure for any reason to comply with any of the foregoing security obligations.

C. Termination in the Event of Non-appropriation.

If You are a public entity and do not appropriate funds for this agreement, then this agreement and all Your obligations terminate. A refund will be provided for any unused portion of the paid subscription, after the 30-day notice period through the remainder of the term.

D. Software Access Charges.

Fusus reserves the right, upon reasonable notice, to charge for access to some or all of the Software, charge for access to premium functionality or Content on some or all of the Software, or require a subscription or registration to access some or all of the Software. Fusus further retains the right to change the terms and conditions for accessing the Software or portions of the Software; and the right to restrict access to the Software or portions of the Software, in whole or in part, based on any lawful eligibility requirements Fusus may elect to impose (e.g., geographic or demographic limitations). Fusus may modify, revalue, or make the registration free at its sole discretion without advance notice or liability.

E. Your Use of an Internet Access Device and Third-Party Components.

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party

Components, and that Fusus has no responsibility for such third- party components, services, or Your relationships with such third parties. You agree that You shall at all times comply with the lawful terms and conditions of Your agreements with such third parties. Fusus does not represent or warrant that the Software and the Content are compatible with any specific third-party hardware or software or any other Third- Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Software.

F. Wireless Features.

The Software may offer certain features and services that are available to You via Your wireless Internet Access Device. These features and services may include the ability to access the Software's features and upload content to the Software, receive messages from the Software, and download applications to Your wireless Internet Access Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from

Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier directly with questions regarding these issues. You understand and acknowledge that Fusus has no responsibility or liability for Your ability or inability to access or take advantage of any Wireless Features due to Your carrier, Your phone service plan, Your Internet Access Device, or any other Third-Party Component.

G. Customer Service.

Fusus acknowledges the importance of response times for critical systems when technical issues arise. As such, Fusus shall provide technical support during normal business hours from 9am to 5pm ET, and via an on-call after- hours support team which is available on a 24/7/365 basis. When technical issues arise, Subscriber may contact Fusus Technical Support via phone at: (844) 226-9226 ext. 2 or via email at: helpdesk@fusus.com. Fusus will make every effort in all circumstances to respond to Subscriber technical support inquiries in a timely fashion. For after- hours support requests, Subscriber shall notify Fusus of the priority of their request when it is submitted. The priority shall determine the guaranteed response time as detailed below:

1. Priority 1 – Technical concerns impacting a single or multiple users that require immediate resolution during critical incidents or major events at the Agency/Organization. Fusus to return customer's call or email within 2 hours, including holidays and weekends.
2. Priority 2 – Technical concerns impacting multiple users, non-critical/major events. Fusus to return customer's call or email within 24 hours.
3. Priority 3 – Technical concerns impacting a single user, non-critical/major events. Fusus to return customer's call or email within 1 business day.

5. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.

- A. You represent and warrant the following in respect of this Agreement:

1. You have the necessary authority to enter into this Agreement; and
2. If You are an individual, You are over the age of eighteen; and
3. You shall cooperate with all of the instructions, rules, and procedures that apply to Your Fusus Account;
4. You have provided and will continue to provide true, accurate, current, and complete Account registration information; and
5. You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently; and
6. If You are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives who access the Software and the Content through Your subscription to ensure their compliance with these Terms,

and You understand, acknowledge, and agree that You are entirely responsible for such compliance by all persons subject to Your control and/or supervision; and

7. You will comply with all laws and regulations applicable to this Agreement and to the Software and Content, include all laws regarding personal rights of privacy and publicity.

B. Expressed Warranty.

Products manufactured by Fusus are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of Fusus's products provided as part of the Software as a Service agreement with Subscriber, or purchased by Subscriber for use with their subscription, that Subscriber returns to Fusus during the period of the initial term of the agreement.

1. Real-Time Crime Center in the Cloud Subscribers (RTC3): All equipment issued as part of a RTC3 project, including fususCORE™ appliances and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at Fusus's cost with an appropriate Request to Merchant (RMA) authorization.
2. Security Operations Center in the Cloud Subscribers (SOC2): All equipment issued as part of a SOC2 project, including fususCORE™ appliances and peripherals, are warranted for one (1) year from the original date of shipment to Subscriber or its authorized reseller. Extended annual warranty periods purchased by Subscriber for coverage after the first year must be purchased prior to the original shipment of hardware to be considered valid. All warranted hardware will be repaired or replaced at Fusus's cost with an appropriate Request to Merchant (RMA) authorization.

Fusus's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at Fusus's sole option. Fusus shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory

refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become Fusus property. This warranty does not extend to any product sold by Fusus which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with installation procedures and instructions furnished by Fusus, or which has been repaired or altered by persons other than Fusus or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part thereof altered, defaced, or removed.

6. GENERAL PROVISIONS.

A. Severability and Interpretation.

If any provision of this Agreement, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement which will remain in full force and effect.

B. Communications.

Whenever You communicate with Fusus electronically, such as via e-mail, You consent to receive communications from Fusus electronically. Please note that, except as set forth in the provisions of this Agreement regarding the DMCA, Fusus is obligated to respond to inquiries that it receives.

C. Assignment.

Fusus may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by You, and You may not delegate Your duties under these Terms, without the prior written consent of an officer of Fusus.

D. No Waiver.

Except as expressly set forth in this Agreement, no failure or delay by You or Fusus in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.

E. No Partnership or Joint Venture.

Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and Fusus.

F. Complete Agreement.

This Agreement contains Your entire understanding with Fusus with respect to the subject matter and supersedes any and all prior oral or written proposals or understanding.