

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM TO US DIGITAL DESIGNS, INC.'S AGREEMENT

THIS ADDENDUM (“Addendum”) is made and entered into by and between Fort Bend County (“County”), a body corporate and politic under the laws of the State of Texas, and US Digital Designs, Inc. (“US Digital”), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the “parties”).

WITNESSETH

THAT, WHEREAS, the parties have executed and accepted US Digital’s End User’s Acknowledgement and Agreement (the “Agreement”), and attached hereto as Exhibit “1” and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the Agreement:

1. **Cooperative Purchasing.** US Digital shall provide product and/or services in accordance with Public Procurement Contract # NPPGOV VH1614, incorporated by reference as if set forth herein verbatim and enclosed within Exhibit 1.

2. **Term.** This Agreement will become effective upon execution by both parties (the “Execution Date”), and will continue for a period of one year. This Agreement shall not automatically renew but may be subsequently renewed in writing upon agreement of the parties. Notwithstanding the above, Vendor will provide the New System Warranty in accordance with the End User Acknowledgement and Agreement for a period of 18 months.

3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoices. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County is established by Texas law and will be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

4. **Limit of Appropriation.** US Digital clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of One Hundred Ten Thousand, Two Hundred Five and 68/100 (\$110,205.68), specifically allocated to fully discharge any and all liabilities County may incur. US Digital does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that US Digital may become entitled to and the total maximum sum that County may become liable to pay to US Digital shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Ten Thousand, Two Hundred Five and 68/100 (\$110,205.68).

5. **Confidential Information.** US Digital acknowledges that it and its employees, or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by US Digital or its employees, or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by US Digital shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by US Digital) publicly known or is contained in a publicly available document; (b) is rightfully in US Digital's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of US Digital who can be shown to have had no access to the Confidential Information.

US Digital agrees to hold Confidential Information in strict confidence, using at least the same degree of care that US Digital uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. US Digital shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, US Digital shall advise County immediately in the event US Digital learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and US Digital will at its expense cooperate with County in seeking

injunctive or other equitable relief in the name of County or US Digital against any such person. US Digital agrees that, except as directed by County, US Digital will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, US Digital will promptly turn over to County all documents, papers, and other matter in US Digital's possession which embody Confidential Information.

US Digital acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. US Digital acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

US Digital in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

US Digital expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by US Digital shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

When performing services for the County, US Digital shall comply with, and ensure that all US Digital personnel comply with, all rules, regulations and policies of County that are communicated to US Digital in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless US Digital for any reason are hereby deleted.

US Digital shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of US Digital, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of US Digital or any of US Digital's agents, servants or employees.

7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by US Digital in any way associated with the Agreement.
8. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
9. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
10. **Product Assurance.** US Digital represents and warrants that its hardware, software and any related systems and/or services related to its software and/or hardware (collectively, the "Product") furnished by US Digital to County will not infringe upon or violate any patent, copyright, trademark, trade secret, or any other proprietary right of any third party. US Digital will, at its expense, defend any suit brought against County and will indemnify County against an award of damages and costs (including reasonable attorney fees, court costs and appeals), made against County by settlement or final judgment of a court that is based on a claim that the use of the US Digital's Product infringes an intellectual property right of a third party. Such defense and indemnity shall survive termination or expiration of the Agreement and the US Digital's liability for the above is not limited by any limitation of liability clauses that may appear in any document executed by the Parties.
11. **Insurance.** Prior to commencement of the Services under this Agreement, US Digital shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall

not be canceled, except on 30 days' prior written notice to County. US Digital shall provide certified copies of insurance endorsements and/or policies if requested by County. US Digital shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. US Digital shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (b). Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (d). Professional Liability insurance with limits not less than \$1,000,000.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of US Digital shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, US Digital warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

12. **Use of Customer Name and Information.** US Digital may use County's name without County's prior written consent only in any US Digital's customer lists.

US Digital may not take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other

medium now known or later discovered (collectively "Images") without prior authorization from the County.

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall US Digital release any material or information developed or received in the performance of the services hereunder without the express written permission of County, except where required to do so by law.

13. **Performance Warranty.** US Digital warrants to County that US Digital has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and US Digital will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.
14. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
15. **Termination.**
 - 15.1 Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.
 - 15.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - (a). If US Digital fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;
 - (b). If US Digital materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 - 15.3. If, after termination, it is determined for any reason whatsoever that US Digital was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 15.1 above.

15.4. Upon termination of this Agreement, County shall compensate US Digital in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. US Digital's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.

16.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to US Digital.

16. **Personnel.** US Digital represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that US Digital shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of US Digital shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of US Digital or agent of US Digital who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

17. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by US Digital as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 3 for work performed. US Digital shall promptly furnish all such data and material to County on request.

Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.

18. **Compliance with Laws.** US Digital shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, US Digital shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

19. **Certain State Law Requirements for Contracts:**

The contents of this Section are required by Texas Law and are included by County regardless of content.

a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, US Digital verifies US Digital does not boycott Israel and will not boycott Israel during the term of this Agreement.

b. Texas Government Code Section 2251.152 Acknowledgment: By signature below, US Digital represents pursuant to Section 2252.152 of the Texas Government Code, that US Digital is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

20. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, US DIGITAL ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

21. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

22. **Conflict.** If there is a conflict between this Addendum and the Agreement, the provisions of this Addendum shall prevail.

23. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

24. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or Digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

25. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George
County Judge

Date

ATTEST:

Laura Richard, County Clerk

Reviewed as to Content:



Fort Bend County Sheriff's Office

US DIGITAL DESIGNS, INC.



Authorized Agent- Signature

Dominic Magnoni

Authorized Agent- Printed Name

VP

Title

3MAR2020

Date

EXHIBIT 1: US Digital's End User Acknowledgement and Agreement

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

EXHIBIT 1



US DIGITAL DESIGNS

www.stationalerting.com

When Seconds Count

Rely on the Phoenix G2 Fire Station Alerting System

Helping you save lives and property with faster response times and healthier, more informed first responders and dispatchers.

As a public safety leader, you strive to provide the best and most cost-effective service to your community. And you know that when it comes to saving lives and property, seconds count. That's why communities of every size trust and rely on the Phoenix G2 Fire Station Alerting System to help shave seconds—and sometimes minutes—off of emergency response times.

Powered by US Digital Designs (USDD), the Phoenix G2 Fire Station Alerting System can help reduce dispatch call-processing times by instantaneously alerting the right units, in the right places, so they respond more efficiently and with better information.



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Why Choose US Digital Designs

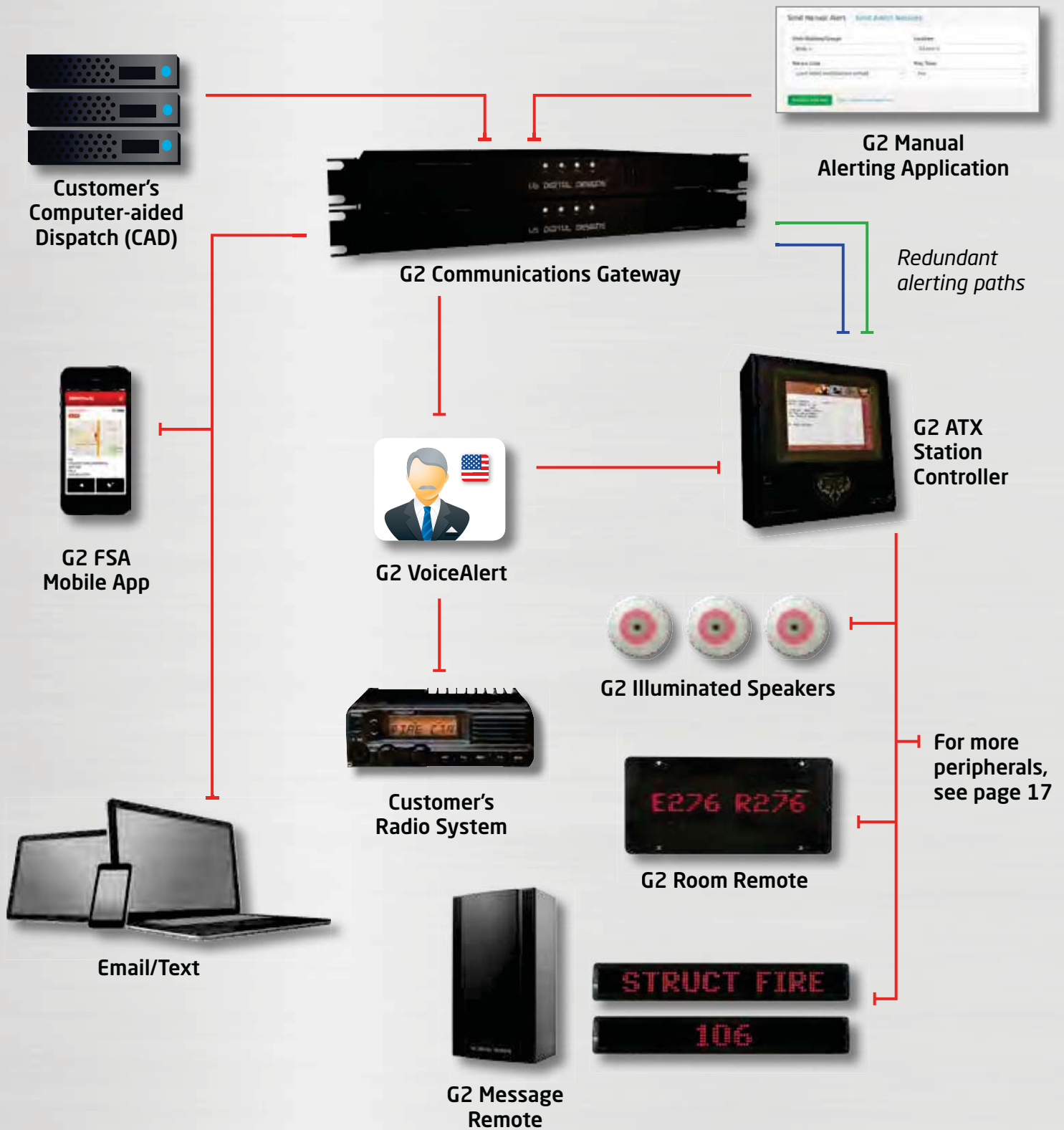
More than a decade ago, our team of experienced mechanical, electrical and software engineers conceived, designed and manufactured the most effective, network-based, fire station alerting system in the industry for our own community. It was important to us that we made our system impeccable—to get it right every time.

As you evaluate the best fire station alerting system for your community, we are happy to provide USDD’s customer and competitor lists to assist you in your due-diligence process. We stake our reputation on delivering innovative, continuously upgraded, made-in-the-USA¹ technology, as well as friendly, personalized customer service.

Please give us a call at 1-877-551-USDD (8733) (USA), or +1-602-687-1730 (Intl.), or visit stationalerting.com.

¹All or ‘virtually all’ significant parts and processing are of U.S. origin.

Phoenix G2 Fire Station Alerting System Overview



System Benefits

For the community:

- **Peace of mind.** Ensures that emergency personnel will arrive more quickly and better informed, for a more optimized response.
- **Savings.** Offers higher-quality area fire protection, which can contribute to a lower community ISO Public Protection Class rating², thereby helping decrease insurance rates.

For dispatchers:

- **Speed.** Delivers automatic dispatch alerts simultaneously to one or multiple stations in less than a second, helping to reduce or eliminate dispatcher 'on-hold' time.
- **Wellness.** Dispatches alerts automatically, reducing dispatcher stress and workload, which frees them up to communicate with callers and manage the dispatch process more successfully.
- **High reliability.** Offers dispatchers a redundant system to communicate alerts if the CAD system fails.
- **Situational awareness.** Reviews the success of alerts as they are sent, and monitors the status of the system in real time.

For public safety administrators and city officials:

- **Compliance.** Helps stations shave valuable seconds—even minutes—off of response times, helping meet or exceed NFPA 1710³ recommendations.
- **Safety and redundancy.** Reduces the chance of missing emergency calls during grid or power failures, thanks to multiple pathway options and a backup power supply.
- **Communication.** Keeps personnel advised of ongoing incidents via USDD's industry-leading fire station alerting smartphone app, SMS text, pager and email alerts.

- **Value.** Reduces customer maintenance and management costs by integrating a reliable, proven system.

For fire and medical personnel:

- **Preparedness.** Increases situational awareness and mental preparedness with clear, consistent vocalization of the alert, which helps units respond more quickly and efficiently.
- **Wellness.** Reduces cardiac stress, anxiety, optical shock and sleep deprivation with ramped tones and zoned alerting, thereby notifying only required stations and/or individual units.

For public safety IT professionals:

- **Reliability and compliance.** Maximizes system uptime through multiple NFPA 1221-compliant⁴ redundant alerting pathways and manual alerting options, which can keep the system running during communication failures.
- **Network friendly.** Distributes quick, low-bandwidth alerting messages that are non-disruptive, enabling the continuous operation of legacy networks and other applications.
- **Remote configuration.** Enables IT support teams to remotely configure and deploy software upgrades from any Web-enabled device, thereby reducing time and travel costs.
- **Control.** Offers agency-wide monitoring of all station peripheral equipment, and reports any failures to the host monitoring system and authorized system administrators via a smartphone app, email, text, etc.

² Insurance Services Office Public Protection Class rating.

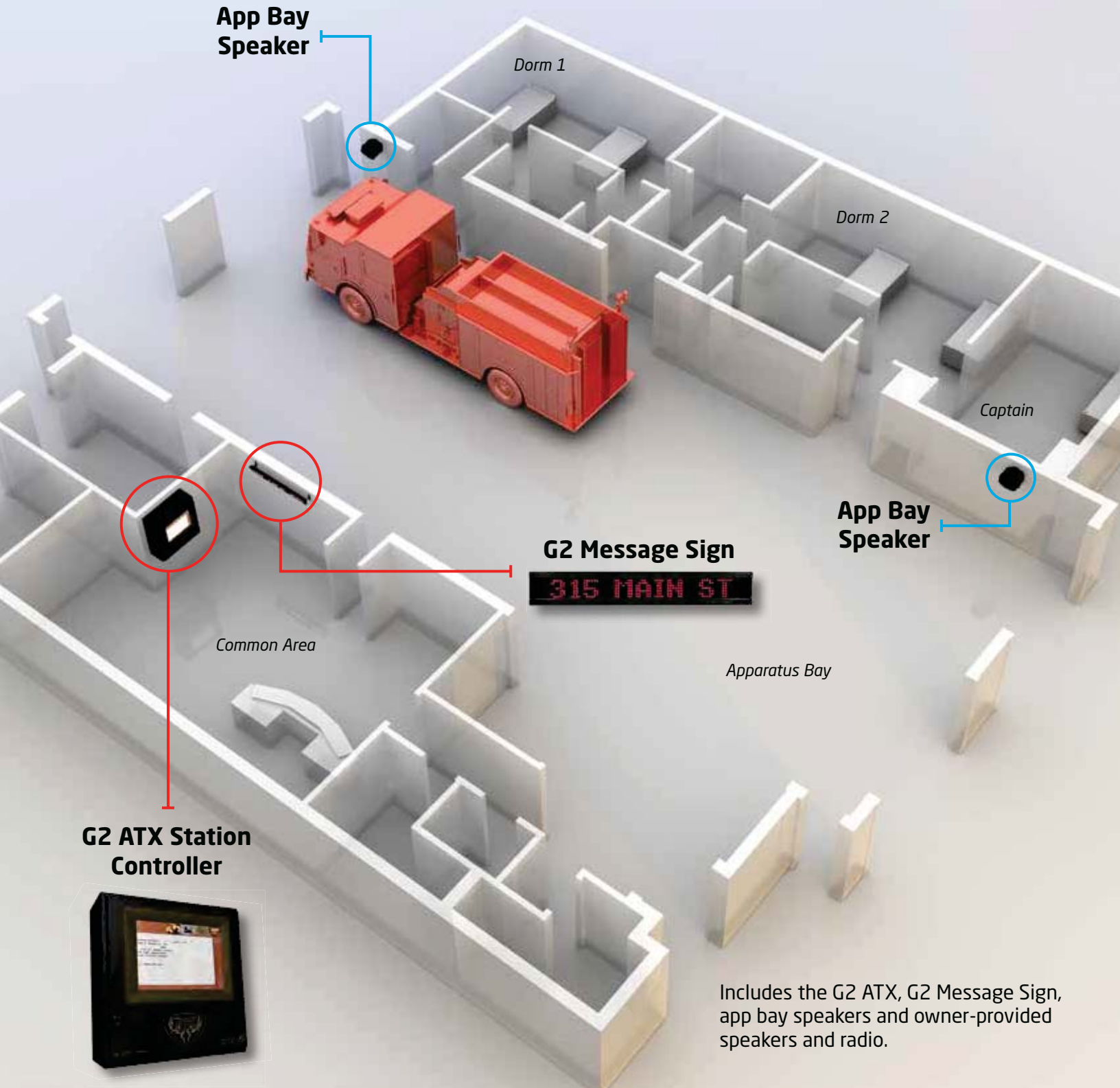
³ National Firefighter Protection Association 1710-Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments.

⁴ NFPA Standard for the Installation, Maintenance, and Use of Emergency Services Communications Systems.



stationalerting.com/benefits

Basic Station Design



Standard Station Design

Two Stacked G2 Message Signs
Displays dispatch text and turnout timer

App Bay Speaker

G2 Illuminated Speakers

Dorm 1

Dorm 2

STATION DESIGN

G2 Room Remote

Captain

G2 Message Sign

App Bay Speaker

Common Area

Apparatus Bay

G2 ATX Station Controller



stationalerting.com/layouts

Advanced Station Design

G2 Message Sign

315 MAIN ST

G2 ATX Station Controller



G2 HDTV Remote and HDTV



Kitchen

Day Room

Gym

Lobby

Offices

G2 Illuminated Speaker



G2 Room Remote

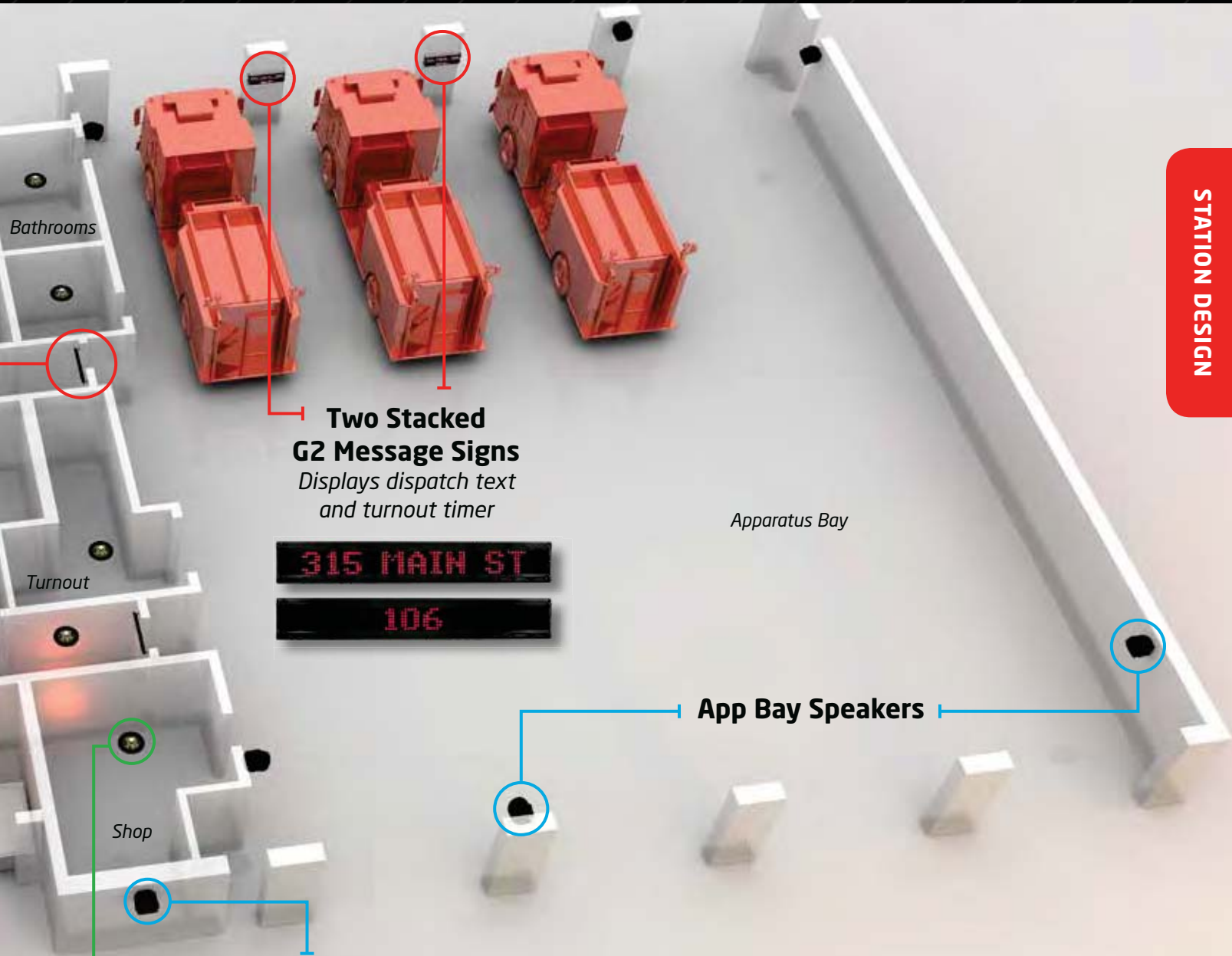
E276 R276

Bathrooms

Dorms

Dorms

Dorms



Two Stacked G2 Message Signs

Displays dispatch text and turnout timer



Apparatus Bay

App Bay Speakers

Outdoor Speaker

May be automatically muted at night

No station too big or too small.

The Phoenix G2 system integrates crystal-clear text-to-speech technology and high-contrast message signs to help emergency personnel react promptly and efficiently to every call.

Fully automated dispatching awakens only on-call units with ramped tones and lighting, so non-dispatched crews remain undisturbed to receive necessary rest. Unquestionably, well-rested crews operate at peak effectiveness.

Interior Speaker

G2 Communications Gateway



Serves as an interface between the Station Alerting System and the customer's CAD host, radio and communications systems.

The core of USDD's alerting system, the G2 Communications Gateway is the direct link between the CAD system at the dispatch processing center and the G2 ATX Station Controller hosted at each fire station. Using dynamic, flexible pathway options, the Communications Gateway has two redundant servers for disaster recovery and backup. Located at the dispatch center, the Gateway receives alert data from a dispatcher via an interface with an existing CAD host, or directly from USDD's interactive Web-based interface. The Gateway's design is efficient in every way, from simple network requirements and software updates to the "trainable" self-service pronunciation editor integrated into our G2 VoiceAlert software.

Benefits

- **Optimizes a community's** investment by interfacing with new or existing voice and data systems.
- **Dispatches units automatically** over the agency's radio system—without additional dispatcher actions—using clear, automated text-to-speech VoiceAlert software.
- **Uses customer's existing** redundant alerting paths, as needed, which can keep the system running during communication failures.
- **Keeps personnel advised** of ongoing incidents through phone, text, email and paging alerts.
- **Monitors the health** of every ATX Station Controller and G2 peripheral device within the department's network, and reports communication failures to dispatch and support personnel via audible and visual alarms, per NFPA 1221 monitoring requirements.
- **Alerts stations** as well as reserve or volunteer personnel with two-tone or DTMF pages that precede the dispatch announcement.
- **Eases IT support** tasks by simplifying remote or local configuration via a Web browser.



SPECIFICATIONS

- » Embedded secure Linux operating system
- » Redundant mirrored disk drives (RAID 1)
- » Dual 19" 1U rack mount servers

Communication links supported:

IP Network



Commercial wireless, private wireless, wireline networks



VOIP/SIP



Data Radio



Email (SMTP) Paging

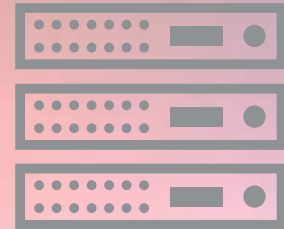


Two-tone/DTMF Paging

USDD offers native interfaces with the following CAD providers:

TriTech, Intergraph, Fortek, Northrop Grumman, Versaterm, SunGard, FDM Software, ID Networks, Tiburon, Motorola, ADSI, ICS and ShieldWare.

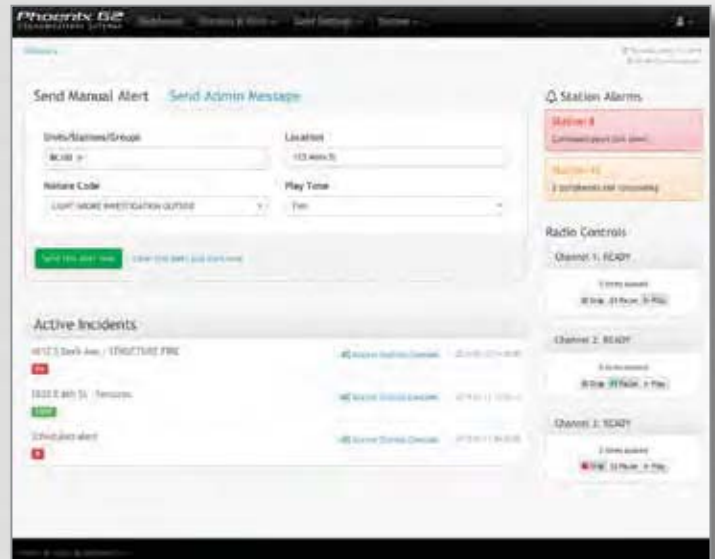
USDD continuously develops other custom CAD interfaces, including the UK GD-92 standard.



FOR DISPATCH CENTERS

Communications Gateway Dashboard

Provides dispatchers with manual alerting, alert monitoring, radio announcement control and station alarm reporting, helping departments maintain NFPA 1221 requirements.



stationalerting.com/gateway

Gateway Audio System Interface

Automatically transmits announcements across radio systems.

Connects the Communications Gateway and up to two radio channels simultaneously, alerting units without dispatcher intervention. Allows the Gateway to sense if the channel is busy and initiate transmission when the channel is free.

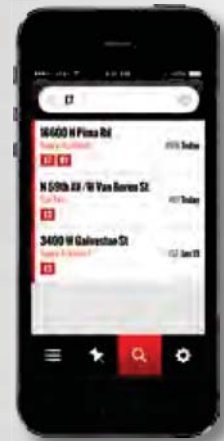
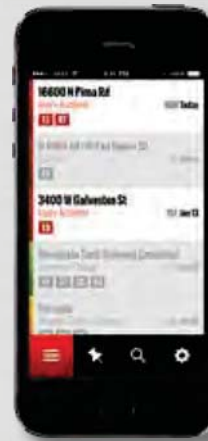


FOR DISPATCH CENTERS

FSA Mobile App

Receive station alerts via your smartphone.

- **Sends simultaneous mobile** alerts, such as dispatch announcements, administrative alerts, IT support notifications and application update notifications.
- **Alerts personnel** as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are; great for volunteers and reserves.
- **Plays the same tones** as those in the station.
- **Shows incident location** using your smartphone's built-in mapping capabilities.
- **Enables users to save** notifications for future reference and search for previous notifications.
- **Provides an easy-access** email address and phone link to local IT support.



stationalerting.com/app

G2 ATX Station Controller



Powers and controls visual, audio and lighting alerts.

During a dispatch alert, the G2 ATX Station Controller processes the alert at the station and returns an acknowledgment back to the Gateway. The ATX alerts any combination of room zones with individual lighting, messaging and volume control in each zone.

The ATX Station Controller stores the station configuration and alerting locations in memory and can easily be configured and updated remotely through our encrypted Web interface, over a private network. The ATX computer features a secure, embedded operating system that runs on a high-speed flash memory. It also has a touchscreen display to provide another means of visually alerting first responders.

The fire department may add Phoenix G2 peripheral devices (e.g., signs, speakers and lighting) to the Station Alerting System located at each fire station, as needed. Devices can be integrated easily via a simple change to the Web configuration.

Station Controller Interface

Securely monitor, configure or update any station from a Web-based browser.

Designed for IT system administrators, the Station Controller Interface is a Web-based browser that helps you configure and manage fire station alerting from any location, at any time. It enables approved personnel to connect to the ATX Station Controller via a local- or wide-area network.

Alerting Mode

- **Provides ramped, heart-saving** alert tones, alerting first responders in a less startling manner.
- **Enables approved personnel** to configure zones, schedules and alerting profiles, thereby providing unprecedented control when managing personnel and assets during an alert.
- **Displays system status** and last dispatch on 12" touchscreens, enabling users to confirm proper operation of the system and review dispatches for tracking and reporting purposes.
- **Permits approved personnel** to control or reassign zoned alerts to units, when necessary, via an on-screen touch selection.
- **Has built-in single-tone,** two-tone and DTMF paging decoding for integration with existing tone-based paging systems.
- **Offers remote configuration** and software updates as well as remote USDD customer support, thereby reducing the need to travel to remote sites for modifications and troubleshooting.

Network and Peripherals

- **Reduces dispatch-processing** time by sending IP-based alert data over a high-speed network, and can notify multiple stations simultaneously in less than a second.
- **Enables each Station Controller** to work with devices, such as doorbells, lighting, appliances, doors and gates via the G2 I/O Network.
- **Offers local- and remote-system** monitoring and logging, making it easy to troubleshoot and reconfigure settings, such as volume and unit-to-zone assignments.
- **Connects to rip-and-run printers** so units can take printout dispatch information.

SPECIFICATIONS

- » Eight Power over Ethernet (PoE) ports for zoned G2 peripherals
- » One local G2 Message Sign port
- » Audio inputs for dispatch radio, telephone intercom and auxiliary
- » VoIP audio input via network connection
- » Three configurable dry-contact inputs
- » Four Form-C relay outputs
- » Four 20-watt, 70-volt amplifier zones with Illuminated Speaker support
- » Line-level 600-ohm output for external amplifier (i.e., existing audio systems)

FOR FIRE STATIONS



Main Settings



ATX Station Controller Area Settings

stationalerting.com/ATX

G2 I/O Network

Controls station devices based on specific events or time of day.

The G2 I/O (input/output) Network enables station personnel to interface with external devices (e.g., station doorbells, lighting, appliances, doors and gates) and reset alerts, trigger walk-in alarms and monitor fire alarms. Based on specific events or time of day, the programmable Station Controller software can turn on/off outdoor speakers and lights. Additionally, dispatchers may access the I/O Network through the Communications Gateway to remotely signal connected devices (e.g., doors) as well as view alarms at the station.



G2 I/O Remote

Enables the monitoring and signaling of gates, doors, etc.

The G2 I/O Remote interfaces between the ATX Station Controller and field devices. The inputs (I) can be configured to monitor switches, such as doorbells, walk-in alert triggers and door open sensors. The outputs (O) can be used to signal automatic doors and gates, activate strobe lights and more. The I/O Remote may be installed up to 300 feet from the ATX Station Controller.



SPECIFICATIONS

- » Eight dry-contact inputs
- » Eight Form-A relay outputs

Introduction to G2 Peripherals



G2 Message Sign



G2 Illuminated Speakers



G2 Room Remote



G2 Message Remote



G2 Sign Remote

Tailor your Phoenix G2 system to meet the needs of each station with optional signage, speakers and amplifiers.

The Phoenix G2 Fire Station Alerting System is comprised of a central ATX Station Controller and a network of alerting peripherals that alert first responders throughout a fire station via audio, display, lighting and auxiliary input/output (I/O) components.

Message signs can display CAD information, including the location and type of the incident, the upper and lower cross streets to the incident, map page and assigned radio channel. They can also display a turnout timer.

Each G2 Peripheral:

- **Connects to the centralized** ATX Station Controller via a single CAT-5/6 cable for audio and Power over Ethernet (PoE) source, and will run off a battery backup during power failures.
- **Responds to many combinations** of alert conditions and station layouts, and is individually configurable by the ATX Station Controller.
- **Is enclosed with black anodized** aluminum, which increases corrosion- and wear-resistance, and makes them less likely to crack and peel. (G2 Illuminated Speakers are, however, finished with off-white enamel over a steel grill.)
- **Enables each station** to phase in alerting system upgrades and additions at any time with easy 'plug and play' installation.

G2 Peripherals Include:

- Message Sign
- Sign Remote
- Message Remote
- Room Remote
- HDTV Remote
- Illuminated Speaker
- Color Indicator Remote
- Strobe Light
- I/O Remote

G2 Message Sign

Displays an almost instantaneous single-line scrolling alert message.

The G2 Message Sign is by far the quickest way for responders to understand an alert. It's easy to install: just plug in the PoE cable and mount it over doorways or in hallways, kitchens, offices and app bays. System administrators or the fire department can control the type of information displayed, scrolling speed, message length, etc. Additionally, the Message Sign can be configured to display dispatch information, turnout timer or unit status (with a capable CAD system).

Stand-alone G2 Message Sign requires no additional Sign Remote or Message Remote.



G2 Sign Remote

Supplies power and data to a digital LED message sign.

The G2 Sign Remote is a very flexible, inexpensive, general-purpose, station peripheral that supplies power, data and control to a single, non-PoE digital LED message sign. It can be hung near a message sign in a hidden ceiling area or mounted to the back of a message sign.



SPECIFICATIONS

- » One LED power and control output
- » Surface mount

G2 Message Remote

Powers up to two message signs and up to two speaker zones.

The most flexible peripheral available, the G2 Message Remote contains two independent audio amplifiers and can power up to two non-PoE digital LED message signs. Most fire stations use a combination of both amplifier and message sign configurations.

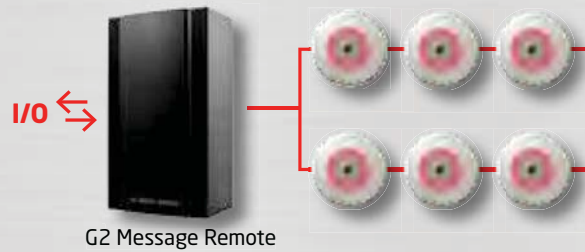
SPECIFICATIONS

- » Two digital LED message sign power and control outputs
- » Two 15-watt audio amplifier channels
- » One Illuminated Speaker output
- » Two dry-contact inputs
- » Two Form-C relay outputs
- » Surface mount

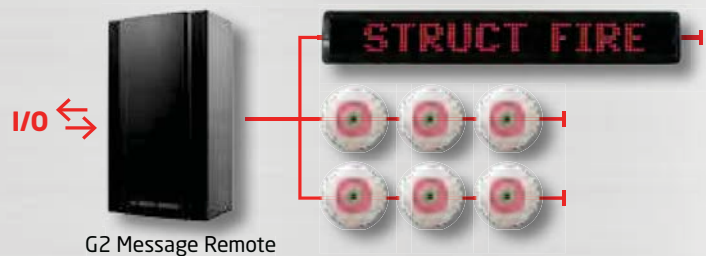


Configurations

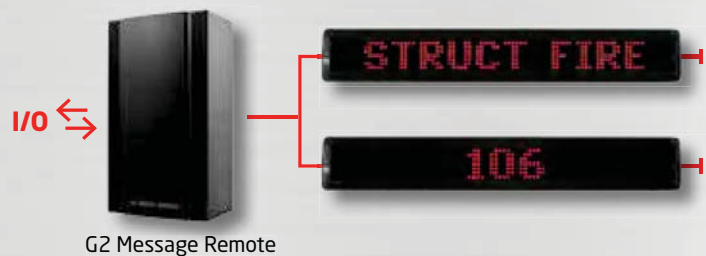
Two zones of G2 Illuminated Speakers



Two zones of G2 Illuminated Speakers and one digital LED message sign



One or two digital LED message signs



G2 Room Remote

Customize messaging per-unit and per-location.

The G2 Room Remote is an all-in-one peripheral that provides the ability to easily add a unique alerting zone, such as dorm or bunkrooms, conference rooms and office areas. It can power and control local speakers to combine audible alerting, has a built-in LED digital message sign for immediate visual reinforcement of the alert and provides local control to manage alerts per shift, unit changes, move-ups, etc. Four on-screen touch control buttons make it easy for responders to adjust settings, such as the alerting schedule or volume.

SPECIFICATIONS

- » One 15-watt audio amplifier zone
- » One Illuminated Speaker output
- » Two dry-contact inputs
- » Two Form-C relay outputs
- » Surface or flush mount



Improving Health and Wellness

Did you know? Heart attacks account for half of firefighter deaths.

When a traditional station alarm sounds, a firefighter's heart rate can soar to dangerous levels for up to an hour. While a normal resting heart rate is 60 beats per minute, studies show that a heart rate increases an astonishing 60 to 70 beats per minute within 15 seconds after an alarm sounds, thereby doubling the normal heart rate.

Over the course of a firefighter's career, the cumulative effects of stress produced by traditional station-alerting systems have been proven to cause permanent cardiac damage, and have been linked to multiple line-of-duty firefighter deaths, permanent hearing loss and physical disability.

USDD's next-generation Phoenix G2 Fire Station Alerting System is purposely built to protect the health and wellness of firefighters.

SPECIFICATIONS

- » One HDMI video output
- » Surface mount

G2 HDTV Remote

Displays multi-line dispatch information on a HDTV monitor, TV, video wall or projector.

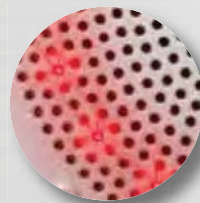
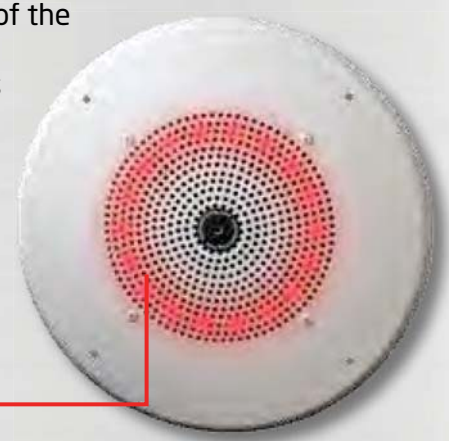
The G2 HDTV Remote displays dispatch information on a customer-provided high-definition television (HDTV) screen, providing another means of visual alerting. The device can be programmed to provide alert statuses for specific units as well as show a digital turnout timer so crews can continually improve their response times. Unlike other G2 peripherals, this device derives power from the same electrical source as the display.



G2 Illuminated Speaker

Awakens first responders with soft-start LED lighting and audio alerts.

The G2 Illuminated Speaker offers soft-start, ramped night lighting at the time of dispatch. Designed to assist first responders out of bed, out of the room and down the hall, the Illuminated Speaker incorporates a room speaker and bright, long-lasting, reliable LED lighting. Each speaker is fitted with high-intensity red LEDs, which offer exceptional luminosity without causing light blindness due to dark-to-bright transition. The Illuminated Speaker receives power from the ATX Station Controller, Message Remote or Room Remote. Recommended installation locations include dorm rooms, hallways and common areas.



High-intensity red LED lights

SPECIFICATIONS

- » 48 VDC, 20mA per speaker
- » 10,000-hour LED life span
- » Surface mount or ceiling mount

PERIPHERALS

stationalerting.com/peripherals

G2 Color Indicator Remote

Offers an alternative alerting method, featuring high-intensity LED lights.

The G2 Color Indicator Remote is instantly recognizable by station personnel, providing immediate dispatch information to the observer. Easily visible in sunlit rooms, this LED light is fully programmable by the ATX Station Controller.

SPECIFICATIONS

- » One Illuminated Speaker output
- » One dry-contact input
- » One Form-C relay output
- » 10,000+-hours LED lifespan
- » Surface mount



G2 Strobe Light

Alerts first responders with a blinking strobe light in high-noise areas.

A healthy ramping up of audio alerting works wonderfully, unless your personnel cannot hear it. Support your alerting with the G2 Strobe Light, a high-intensity LED blinking strobe that visually alerts crews in areas with high ambient noise levels, such as a kitchen, shower, apparatus bay, workshop or compressor room. The Strobe's lights flash 180 degrees in a series of four per-cycle to simulate a quad-flash strobe, and with the benefit of a 100,000-hour life. Each unit has 21 LED lights, three of which burn steadily to maintain visual contact even during the off period of the flash.



SPECIFICATIONS

- » 48 VDC power input
- » Surface mount

About US Digital Designs

At USDD, we design, develop and customize the mission-critical Phoenix G2 Fire Station Alerting System, which plays a major role in helping save lives and reducing property losses in emergency situations. A high-quality and high-reliability system using the latest technology, the Phoenix G2 (or "Generation II") system is 'made-in-the-USA' compliant.

- **It works.** Long before any part is manufactured, we have assembled, tested, used and abused the product in a virtual environment. This means that there are no surprises. We understand the need to get it right the first time. Exhaustive virtual and prefatory testing can save you from unnecessary frustration.
- **One size doesn't fit all.** Having worked with thousands of fire stations, we find that each location has its own unique subculture. That's why our designers will produce a custom rendering of each station's floor plan to help you visualize how the Phoenix G2 system will meet your unique needs.
- **You dream it, we'll build it.** If you envision refinement or improvements to your existing system or a completely new product, talk to us. Each part of the Phoenix G2 system was developed based on the needs and feedback of first responders around the world. We will help turn your vision into reality.
- **Don't take it from us.** Ask around. Call any of our customers and you'll find that no alerting company has a better reputation for providing a more effective solution, better value or better service. Also, view our video testimonials and see Phoenix G2's impact on communities at stationalerting.com/impact.



Get Started

1. Take our quick survey at stationalerting.com/start
2. Email your fire station floor plans to sales@usdd.com
3. Receive a quick fire station alerting system design and budgetary assessment

Support

The Phoenix G2 comes with built-in, upgradeable features and capabilities; multi-year, 24/7 proven reliability; easy, hassle-free installation; Web-based remote configuration and control; and almost no required maintenance. Telephone and email support are always available during normal business hours (Monday to Friday, 8 a.m. to 5 p.m., MST). Recurring annual service and support agreements are available, allowing you to continue the same worry-free operation and maintenance of all of your installed station alerting systems. And we offer complete in-house testing and repair of all USDD equipment.

Warranty

At USDD, we warrant our products to be free from defects in material and workmanship during the one-year warranty period. If a product proves to be defective in material or workmanship within one year from date of purchase, we will, at our sole option, repair or replace the product. Replacement products or parts may include re-manufactured or refurbished parts or components. The replacement unit will be covered by the balance of the time remaining on your original limited warranty.



www.stationalerting.com

US Digital Designs | 1835 East Sixth Street, Suite 27, Tempe, AZ, 85281 USA

1-877-551-8733 (USDD) | 1-602-687-1730

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US DIGITAL DESIGNS



END USER'S ACKNOWLEDGMENT AND AGREEMENT

This End User's Acknowledgment and Agreement ("EUAA") is made by and between US Digital Designs, Inc. ("USDD"), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281 and the following entity ("End User"):

[End User]
[division or department]
[Contact person]
[address]
[address]
[phone numbers]
[email address]

Recitals

- a. The Public Procurement Authority ("PPA"), a subdivision of the State of Oregon, issued its Request for Proposal #1425 ("RFP").
- b. USDD submitted its response to the RFP on December 8, 2014.
- c. The PPA issued a Notice of Award on March 6, 2015.
- d. The PPA and USDD entered into a Master Price Agreement dated _____ ("MPA") for the purchase of USDD "Products" and "Services" (as defined below), which agreement is made available by its terms for use by End User.
- e. End User has or intends to issue a Purchase Order to USDD under the terms of the MPA for the acquisition of USDD Products and Services.
- f. USDD's obligation to perform under the MPA is contingent, in part, on USDD's receipt of End User's acknowledgement and agreement regarding (i) the "Warranty" (as defined below), (ii) USDD's retention of all rights to its "Intellectual Property" (as defined below), (iii) the software license set forth herein, (iv) the terms of installation, technical specifications, and scopes of work, and (v) other terms and conditions necessary to facilitate and govern the transaction (collectively "Contingencies"). This EUAA is intended to provide that acknowledgement and agreement.

- g. End User desires to purchase the Products and Services described in the “Quote” (as defined below) through the MPA and in accordance with the provisions of this EUAA.

Therefore, in order to satisfy the Contingencies and facilitate the transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, USDD and End User hereby agree as follows:

- 1. **Definitions.** For purposes of this EUAA, the following terms shall have the following meanings:
 - a. “Additional Services” means any and all services performed by USDD at the instruction or request of End User through its authorized personnel, including any Engineering Services, that are not specifically included in the “Scope of Work” (as defined below).
 - b. “Communications Gateway” means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.
 - c. “Dispatch Customer” means any fire district, department, station, or other agency for which End User provides dispatch services.
 - d. “Engineering Services” means engineering or project management services performed by USDD’s employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation site.
 - e. “GaSi Audio Interface” means the proprietary USDD VoiceAlert Radio Hardware component integrated into the Communications Gateway.
 - f. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to End User by USDD, provided however, that Hardware shall not include any televisions, monitors, iPads or computer tablets manufactured by third parties.
 - g. “Intellectual Property” means any and all rights of USDD related to USDD’s products, Software, and Hardware, existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.
 - h. “Products” means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.
 - i. “Quote” means the document attached as **Exhibit C**.
 - j. “Scope of Work” means the document attached at **Exhibit B**. Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and Services included in the Quote.
 - k. “Service Agreement” means the document attached as **Exhibit D**.
 - l. “Services” means the installation, configuration, startup, testing, training, and other services set forth in the Scope of Work as limited by the Quote.
 - m. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates,

modifications, revisions, copies, documentation, and design data that are licensed to End User by USDD under this Agreement.

- n. “Station Controller” means the CPU and related computer components (whether USDD’s ATX or ATU model) to be installed at each fire station as described in the Quote.
- o. “System” means all Hardware and Software purchased by End User through the MPA or directly from USDD under any contract, purchase order, or arrangement that is used exclusively by End User as part of its fire station alerting system, including without limitation the “POCS” (as defined below), provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation End User’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to End User directly by USDD. System also excludes any consumer electronics purchased through USDD (such as televisions purchased for use as monitors or signs, iPads, computer tablets, monitors and like merchandise).
- p. “VoiceAlert Radio” means the Software that controls the GaSi Audio Interface and functionality of the optional radio alert system.
- q. “Warranty” means the New System Warranty attached as **Exhibit E**.

Undefined technical terms, specifications and acronyms used throughout this EUAA shall have the meanings generally attributed to them in the fire station alerting industry.

2. **Products and Services.** Upon receipt of a Purchase Order (“PO”) from End User for Products and Services described in the Quote, USDD will provide the Products and perform the Services pursuant to the terms of the this EUAA and the MPA. The Quote is subject to correction for errors and omissions, including the omission of any excise, use, or transaction levy, use fees, access fees, programs fees, audit fees, or other costs or reductions to the purchase price imposed by any code, statute, rule, regulation, executive order or program not specifically included as a line item in the Quote. Upon delivery to End User’s site, End User shall bear all risk of loss or damage to any Products occurring thereafter.

3. **Invoices and Payment.**

- a. All Products and Services identified in the Quote are being purchased by End User through the MPA.
- b. USDD shall invoice End User directly for (i) any Products and Services delivered to or performed for End User (ii) all Additional Services, and (iii) all Products provided to End User that are not identified in the Quote on a monthly basis. All invoices shall be due and payable within thirty days of receipt in United States currency, free of exchange, or any other charges.
- c. Invoices unpaid for 30 days are subject to interest at 18% per annum.

4. **Design and Installation Services.**

- a. Within 30 days after the execution of this EUAA or USDD’s receipt of End User’s PO, whichever is later, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient (“Project Meeting”). End User will use its best efforts to have all necessary representatives of its Dispatch Customers present at the Project Meeting.

- b. Either party may elect to participate in the Project Meeting remotely via video or telephone conference.
- c. USDD will provide a proposed project schedule for discussion at that time or otherwise consult with End User and its Dispatch Customers regarding development of a project schedule.
- d. Thereafter, USDD and End User will collaborate to plan and document the layout, and installation protocols for each individual installation site and finalize the project schedule (collectively the “Design Phase”) consistent with the Quote and the Statement of Work.

[Alternate Language – if cost of installation is unknown – strike paragraph d above and insert following]

- e. Thereafter, USDD and End User will collaborate to plan and document the Products, layout, and installation protocols for each individual installation site and finalize the project schedule (collectively the “Design Phase”).
- f. As part of the Design Phase, USDD shall obtain bids from one or more of its certified installation contractors for installation of the Products at each installation site.
- g. All bids shall be for a set flat price.
- h. USDD shall submit said bids to the End User together with its recommendation for acceptance (“Bid Recommendation”).
- i. Unless End User objects in writing to the Bid Recommendation within seven days of its receipt thereof, USDD may accept the recommended bid and engage the contractor to perform the Installation.
- j. The pricing for the Installation shall be the installation contractor’s final bid price (together with the price of any subsequently approved change orders), plus 15% of the total cost of the Installation.
- k. End User shall issue its authorization to proceed with delivery of the Products and Services set forth in the Quote within 5 days of completion of the Design Phase.
- l. Upon issuance of End User’s authorization to proceed, no changes will be made to the design of the System except upon written change order.

5. **Subsequent Purchases.** At any time during the term of the MPA, End User may purchase additional Products and Services, through the MPA, by issuance of a PO incorporating the terms of this EUAA.

6. **Training.** Pursuant to a mutually agreed upon schedule, USDD shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all additional training provided by USDD shall be charged at the hourly rates applicable under the MPA, plus reasonable costs and expenses incurred by USDD related to the training. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training. No additional training shall be provided until the parties have executed an agreement setting forth the scope, cost, and schedule for the additional training.

7. **Acceptance of Station Installation.** Upon substantial completion of installation at each fire station and at the End User’s dispatch center, USDD or its subcontractor shall prepare and deliver to End

User a written request for End User's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, End User shall inspect the station installation and (i) accept the installation as presented, or (ii) accept the installation subject to completion of specified tasks necessary for the installation to comply with the Scope of Work ("Punch List"); or (iii) reject the installation by written notice to USDD specifically identifying the defects and deficiencies of the installation that are not in compliance with the Scope of Work ("Rejection Notice"). If End User accepts the installation subject to a Punch List, the installation shall be deemed materially complete. The Punch List shall specifically identify each task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, USDD shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted. If End User rejects the installation the Rejection Notice shall specifically identify each defect, deficiency, task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, USDD shall cause the installation to comply with the Scope of Work and submit a second Request for Acceptance.

8. **System Acceptance Testing.** Within 60 days of the date the entire System installation is substantially complete and basic functionality has been demonstrated to the System Administrator, USDD and End User shall jointly develop a written acceptance testing procedure ("ATP") and commence a test of the System ("Acceptance Test") consistent with the ATP. The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Failure of the End User to participate in the development of the ATP and to jointly perform the Acceptance Test with USDD in good faith shall constitute End User's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, including correction by USDD of any defects or deficiencies identified during the Acceptance Test period, End User shall provide USDD with a "Certificate of Completion" in a form acceptable to USDD. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all "End User Obligations" (as defined below), End User may within seven days of the date on which the Acceptance Test is complete, provide USDD with written notice specifying the standards or criteria not met ("Failure Notice"). If within 30 days of the Failure Notice, USDD has not caused the System to meet the standards and criteria set forth in the Failure Notice, End User may pursue its remedies under the MPA and this EUAA. Failure of End User to provide a timely Failure Notice shall constitute End User's irrevocable acceptance of the System.

9. **Reserved.**

10. **Warranty.** USDD warrants and guarantees its Products and Services subject to the terms and limitations set forth in the Warranty. The End User's rights and remedies with respect to Products and Services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.

11. **Service and Support Option.** Upon expiration of the "Warranty Period" (as defined in the Warranty), End User may elect to purchase certain support and maintenance services on the terms and conditions set forth in the Service Agreement, executed contemporaneously herewith. Under the terms of the Service Agreement End User shall have four one-year options to purchase certain support and maintenance services directly from USDD (each a "Service Option"). The compensation to be paid to USDD under the Service Agreement is the "Annual Fee" (as defined in the Service Agreement). USDD may invoice End User for the Annual Fee as set forth in the Service Agreement. End User shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. After the expiration of the Warranty Period, USDD shall have no obligation to provide the services set forth in the Service Agreement unless and until End User exercises the Service Option and pays the Annual Fee. The "Lead Contracting Agency" (as defined in the MPA) is not a party to the Service Agreement. The Service Agreement is a separate contract entered into directly between USDD and End User and is not in any way part of or governed by the MPA.

12. **Intellectual Property.** End User hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. End User agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or

contained within or accessed in conjunction with or through USDD's products. Nothing herein shall be deemed to give, transfer, or convey to End User any rights in the Intellectual Property other than the license to use the Software, as set forth below.

13. **License.** At all times that End User is in compliance with the terms of this EUAA and the MPA, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System.

14. **Insurance.**

- a. USDD shall purchase and maintain such insurance as required below for claims which may arise out of, or result from, USDD's operations under this Agreement, whether such operations are by USDD or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- b. USDD shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the End User throughout the term of this Agreement:
 - i. Commercial General Liability Insurance with limits of \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products and completed operations total limit, and \$1,500,000 personal injury and advertising liability.
 - ii. Workers' Compensation and Employer's Liability with Workers' Compensation limits as required by **[enter End User's State]** and Employer's Liability limits of \$500,000/\$500,000/\$500,000.
- c. USDD has or shall submit the Certificates of Insurance evidencing coverage as specified above. Notwithstanding the foregoing, if after submission of the Certificate of Insurance End User authorizes USDD or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance described in the Certificates of Insurance is in full compliance with the requirements set forth above, and such requirements shall be deemed revised and amended to require only the coverages provided in the Certificate of Insurance. These terms are effective and shall be controlling whether the Certificate of Insurance is provided before or after the date of this EUAA.

15. **End User Point of Contact.** End User shall assign a single natural person to manage the installation and administration of the System (the "System Administrator"). End User shall provide USDD with written notice of such assignment prior to the first Project Meeting. End User shall provide written notice to USDD of any change of System Administrator. The System Administrator shall have the principal responsibility of overseeing and managing this EUAA on behalf of End User and shall be the primary point of contact for End User. End User will ensure that the System Administrator is reasonably available to USDD and USDD may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide Additional Services.

16. **End User Obligations.** End User, either directly or through a third party, shall take and perform (and shall cause its Dispatch Customers to take and perform) all reasonable action necessary to facilitate USDD's performance of the Services hereunder. Without limiting the foregoing, End User shall be responsible for the following:

- a. The provision of VPN or other means for remote access to the System for installation, testing, and remote access support;

- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively “End User Equipment”), including printer paper, toner and ink necessary for the installation, testing and functionality of the System;
- c. For each “Communications Gateway” location, End User shall:
 - i. Provide rack or cabinet space of at least 2 RU for the installation of the Communications Gateway server pairs;
 - ii. Provide 2 15A/120V AC outlets for Communications Gateways within 4' of Communications Gateway installation location, preferably on a UPS/generator circuit;
 - iii. Provide 3 10/100 BASET LAN ports for Communications Gateways, which must have connectivity to the End User’s CAD system interface server for the station alerting interfaces, and connectivity to the fire station networks for station alerting;
 - iv. Provide 3 CAT5 patch cables from LAN ports to Communications Gateway installation location;
 - v. Prior to shipment of any Products, assign 4 IP addresses on the network where the Communications Gateways will reside, and provide the addresses to USDD, together with the subnet mask and default gateway address (two IP addresses are for physical Communications Gateways, one IP address is for the active Communications Gateway, and one IP address is for the Spider IF KVM); and
 - vi. Provide VPN access to the 4 IP addresses assigned to the Communications Gateways (access will be required for SSH (22), HTTP (80), and HTTPS (443));
- d. Provide the voice and data radio system, data network infrastructure, CAD system and CAD interface (on the CAD system itself), dispatch computers with current version web browser, and personnel skilled in End User’s radio and data systems;
- e. If End User purchases the VoiceAlert Radio connections option, for the Communications Gateway to radio system connection, End User shall:
 - i. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system, which must have PTT input, audio input, and COR output for full System functionality;
 - ii. Provide any third party console software licenses as necessary;
 - iii. Provide network access from Communications Gateways to radio consoles, if necessary;
 - iv. Provide 1 10/100BASET LAN port for the USDD GaSi Audio Interface, which must have connectivity to the Communications Gateways;
 - v. Provide 1 CAT5 patch cable from LAN port to USDD GaSi Audio Interface installation location; and
 - vi. Provide 1 IP address, subnet mask and default gateway address for the GaSi Audio Interface;
- f. At each ATX or ATU Station Controller installation site, End User shall:

- i. Provide mounting location for Station Controller;
 - ii. Provide 1 15A/120V AC outlet within 4' of the Station Controller location preferably on a Generator circuit;
 - iii. Provide mounting location for Station Controller UPS, if necessary;
 - iv. Provide 1 10/100 BASET LAN connection within 6' of the Station Controller from station LAN with 2-way TCP/IP and UDP/IP connectivity to Communications Gateway network (dispatch center or computer equipment location);
 - v. Provide 1 IP address, subnet mask, and default gateway for each station location;
 - vi. Provide VPN access to the IP addresses assigned to the Station Controllers, which must provide access for SSH (22), HTTP (80), and HTTPS (443);
 - vii. Provide connection to 70 volt speaker system if existing speaker system is to be used;
 - viii. Provide dispatch radio for audio source for dispatch alerting, if necessary; and
 - ix. Provide connections from telephone intercom, secondary dispatch radio, or other existing audio sources to the Station Controller, if necessary;
- g. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the End User Equipment, including the replacement of UPS batteries as necessary;
 - h. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on End User property;
 - i. Providing a stable means of data transmission between the Communications Gateway and each Station Controller serviced by the System necessary for the installation, testing and functionality of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
 - j. The correct use of the Products and System in accordance with the manufacturer and USDD's operating instructions;
 - k. The security, accessibility, and integrity of the System, End User Equipment, and installation site; and
 - l. Performing all duties of "Customer" set forth in the SOW.

17. **Termination**

- a. **By End User.** If the MPA, any PO, or this EUAA is canceled or terminated by End User or the Lead Contracting Agency for any reason other than USDD's breach, End User shall immediately pay USDD for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.
- b. **By USDD.** If End User refuses or fails to perform any of its obligations in accordance with this EUAA or the MPA, USDD shall provide written notice thereof to End User ("Default Notice"). The Default Notice shall specifically describe the nature of the

alleged failure and demand that End User cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be 10 days, and in all other events shall not be less than 30 days (“Cure Period”). If End User fails to cure the failure within the Cure Period, such failure shall be deemed a default under this EUAA. In such event, USDD shall have the right to terminate this EUAA by written notice to End User, and End User shall immediately pay USDD for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.

- c. **For Failure to Complete Design Phase.** If the parties cannot complete the initial Design Phase within 30 days of the initial Project Meeting, either party may terminate this EUAA by written notice to the other. In such event, End User shall immediately pay USDD for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by USDD related to this transaction.

18. **Assignment.** The Parties shall not assign in whole or in part this EUAA without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, USDD may freely transfer its rights under this EUAA in the event of a sale of all or substantially all of its assets or stock. Additionally, USDD may subcontract any or all of the Installation and Products manufacturing.

19. **Reserved.**

20. **Notices.** Whenever any provision of this EUAA requires the giving of written notice, it shall be deemed to have been validly given if delivered (i) in person, (ii) by registered mail, postage pre-paid, (iii) by a nationally recognized overnight courier service, or (iv) electronically via facsimile copy or email, provided that the sender obtains confirmation of transmission, to the following:

For the End User:

Name:

Title:

Address:

Fax:

Email:

For USDD:

US Digital Designs, Inc.

Attention: Dominic Magnoni

1835 East 6th Street, Suite 27

Tempe, Arizona 85281

Fax: 480-290-7892

Email: dmagnoni@usdd.com

21. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this EUAA. When the context of the words used in this EUAA indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

22. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this EUAA shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this EUAA.

23. **Execution in Counterparts.** This EUAA may be executed in counterparts, all of which taken together shall be deemed one original. The date of this EUAA shall be the latest date on which any party executes this EUAA.

24. **Entire Agreement.** This EUAA contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This EUAA supersedes and replaces the “terms and conditions” section set forth in the Quote, if any. This EUAA may not be amended, altered, or changed except by the express written agreement of the parties. The terms of this EUAA shall take precedence over any conflicting terms in any PO or the MPA.

25. **Joint Effort.** This EUAA has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this EUAA or any term thereof. The Parties represent and warrant to each other that each Party has had the opportunity to review this Contract with counsel of its own choosing, that each Party has either reviewed this Contract with counsel or has elected to forego such review, and that no Party shall deny the validity of this Contract on the grounds that the Party did not understand the nature and consequences of this Contract or did not have the advice of counsel.

26. **Savings Clause.** In the event any part, provision, or term of this EUAA is deemed to be illegal or unenforceable, this EUAA shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the EUAA shall be and remain in full force and effect.

27. **End User Representative.** The undersigned representative of End User hereby represents and warrants that s/he has the authority to bind End User and that the execution, delivery and performance by End User under this EUAA will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which End User is a party.

28. **Incorporation of all Recitals and Exhibits.** All recitals, exhibits, addenda, schedules and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this EUAA.

29. **Third Party Beneficiaries.** Except as otherwise expressly set forth herein, this Contract does not and is not intended to confer any rights, benefits or remedies upon any person or entity other than the Parties.

30. **Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by the other Party to carry out the provisions, intent and purposes of this Contract.

[End User]:

US Digital Designs, Inc.:

By: _____
Name:
Its:
Date: _____

By: _____
DOMINIC MAGNONI,
Vice President
Date: _____

EXHIBIT A
Reserved

EXHIBIT B
Scope of Work

EXHIBIT B

Scope of Work

Project Deliverables

Hardware Deliverables

US Digital Designs will provide the hardware as detailed on the Quote provided to the County. Hardware delivery/shipment is intended to be a single shipment to a single receiving point. The County provided warehouse must be an environmentally controlled and secure storage area.

Software Deliverables

US Digital Designs will provide standard embedded software for the operation of the station alerting system. This includes the software for the operation of the central Communications Gateway and GaRI radio system interfaces.

Modifications to Standard Products

Modifications will be made, if required, to US Digital Designs standard products where necessary to provide the agreed upon functionality. Modifications will include VoiceAlert element order and repetition, and printer display elements.

Standard Interface Software

The US Digital Designs' Communications Gateway will interface to County's CAD system using the USDD standard fire station alerting interface. The costs associated with CAD provider's fees are not included. CAD Provider's portion of the FSA interface is the responsibility of the County.

Training

Dispatch System Operation (half-day). The Dispatch System Operation class is intended to give dispatch center personnel the skills to use the alerting system through the CAD system, to operate the Manual Alerting client and to recognize system faults. The class will be hands-on using the system prior to go live.

Administration and Maintenance (half-day). The Administration and Maintenance class is intended to give technical service personnel the skills to perform system configuration, basic diagnostics and troubleshooting on the station alerting system. The class will be hands-on using the system prior to go live.

US Digital Designs Project Roles and Responsibility

Overview

Exhibit 1

US Digital Designs will assign qualified personnel to implement the System for the Project. The project team will be located primarily at the USDD headquarters in Tempe, Arizona, but will travel as necessary to the County's location.

The following is a proposed list of USDD project personnel roles for this project. The list of roles may change as necessary to accommodate new project requirements.

US Digital Designs Project Manager

The USDD project manager ("Project Manager") will have the overall responsibility for ensuring the success of the USDD portion of this project. The Project Manager will be the primary contact for project-related issues and will be responsible for issue resolution. The Project Manager will also develop an issue escalation plan in conjunction with the County's System Administrator.

Software Engineer

The USDD Software Engineer will be responsible for USDD's configuration of software required for the system, and for the resolution of any USDD software issues identified during the course of the project.

Project Implementation

USDD will work with the County and CAD provider to develop an implementation plan and schedule that meets the needs of the County and is completed within the overall timeframe of the project. The implementation plan will list all equipment to be delivered and will detail the delivery timeframe for this equipment as well as any work to be done by County prior to or after delivery and installation.

CAD Interface Customization

US Digital Designs will provide its standard API for CAD System alerting interfacing and will customize this interface to operate with the current version of the County's CAD system FSA interface. Any associated FSA interface fees charged by the County's CAD provider are not included in the US Digital Designs quote.

System Functionality Demonstration

Pursuant to the terms of the Contract, US Digital Designs will demonstrate the functionality of the installed and configured system after system installation. This demonstration will preferably utilize the CAD system to allow end-to-end demonstration.

Acceptance Test Procedures

After all installation is complete and basic functionality has been demonstrated, County and US Digital Designs will initiate the Acceptance Test Procedure ("ATP"). The ATP procedure will be

jointly developed based on the intended functionality of the System as actually installed and carried out according to the terms of the Contract.

Change Management Process

A change management plan shall be developed jointly by County and USDD to document procedures for additions, deletions and modifications to the scope of the project. This includes software feature development and delivery and installation of additional equipment requested by the County.

Document Review

US Digital Designs will submit documentation developed under this project for approval prior to inclusion in the project documents as necessary.

Project Closure

Overview

The project closure process ensures that all outstanding issues are resolved, provides feedback on the project successes and issues to the County and US Digital Designs, and transitions the County and System from a project to a support process.

Completion of Punch List Items

US Digital Designs will work with the County to identify any outstanding items for resolution. A list will be made of any unresolved issues and a disposition will be created for each item.

System Acceptance

System Acceptance Test will be conducted in accordance with the Contract.

Transition to Support

After a successful Acceptance Test and a short confirmation period, as mutually defined in the ATP process document, the County will be transitioned to support from the project team. The primary contact for the County may change. It is important for County to continue to provide remote access to the System after the transition to support to allow US Digital Designs support personnel to perform remote diagnostics on the System.

Project Closure

After transition of the County to technical support, US Digital Designs will prepare a document detailing any outstanding issues, lessons learned and other pertinent information for the County and/or CAD provider.

EXHIBIT C

EXHIBIT C
Quote

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

**Fort Bend County
Texas**

Project:

**G2 Fire Station Alerting System
Dispatch Center System (with Radio Interface Console)**

Proposal number:

TX_FTB006

Revision #

3

VH11614

Quote Date:

06-Dec-2019

Quote Expires:

5-Mar-2020

FOR FINAL INSTALLATION CONTACT:

USDD Staff

With On-Site Assistance from Agency Personnel

By:

Luke Eddington [eh]

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

480-309-7976 direct

480-290-7892 fax

leddington@usdd.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 12/6/19
 Expires: 3/5/20

Quote SUBMITTED TO:
Fort Bend County
Texas

REF PROPOSAL
TX_FTB006 v3 **DISPATCH-LEVEL**

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DI1	LOT	USDD	1	Radio System Interface (Full Console Interface)	RSI	\$ 13,650.00	\$ 12,285.00	\$ 12,285.00	
DI2	LOT	USDD	0	Additional Radio Channel	ARC	\$ 4,225.00	\$ 3,802.50	\$ -	
DI3	LOT	CAD	1	CAD Interface - TIBURON (TriTech) (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	PCAD-I	\$ 11,950.00	\$ 10,755.00	\$ 10,755.00	

DISPATCH SYSTEM COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DC1a	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@2RU each	G2-GW	\$ 9,250.00	\$ 8,325.00	\$ 8,325.00	
DC1b	PR	USDD	0	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each	G2-GW	\$ 7,220.00	\$ 6,498.00	\$ -	
DC2	Kit	USDD	1	Multi-Port Ethernet Interface Pair (8 Ports Total) to support additional networks	MPE-8	\$ 1,175.00	\$ 1,057.50	\$ 1,057.50	
DC3a	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRi) - Rack Mount	GaRi-RM	\$ 2,075.00	\$ 1,867.50	\$ 1,867.50	
DC3b	Kit	USDD	0	G2 Gateway Audio Radio Interface (GaRi) - Flange Mount	GaRi-FM	\$ 2,075.00	\$ 1,867.50	\$ -	
DC4	Kit	USDD	0	G2 Gateway Audio Serial Interface (GaSi)	GaSi	\$ 1,440.00	\$ 1,296.00	\$ -	
DC5	Kit	USDD	0	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others)	TVR	\$ 975.00	\$ 877.50	\$ -	
DC6	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ 575.00	\$ 517.50	\$ -	

DISPATCH SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DS1	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 310.00	\$ 279.00	\$ 13,950.00	
DS2	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ 4,225.00	\$ 3,802.50	\$ -	
DS3	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 6,425.00	\$ 5,782.50	\$ 5,782.50	
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 337.50	\$ 303.75	\$ 303.75	
DS5a	LOT	USDD	1	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours / Train-The-Trainer)	TRA-DIS-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	
DS5b	LOT	USDD	0	Training - System Administrator / Dispatch Supervisor - Remote Refresh (4 Hours / Train-The-Trainer)	TRA-DIS-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS6a	LOT	USDD	1	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours / Train-The-Trainer)	TRA-STA-O	\$ 4,025.00	\$ 3,622.50	\$ 3,622.50	
DS6b	LOT	USDD	0	Training - Station-Level Configuration and Equipment Usage - Remote Refresh (4 Hours / Train-The-Trainer)	TRA-STA-R	\$ 1,200.00	\$ 1,080.00	\$ -	
DS7a	LOT	USDD	0	Training - Installation Contractor - On-Site / USDD G2 Certification / (8 Hours / Train-The-Trainer (TBD - only needed if required to use non-certified contractor)	TRA-IC-O	\$ 5,325.00	\$ 4,792.50	\$ -	
DS7b	LOT	USDD	0	Training - Installation Contractor - At Arizona Training Center / USDD G2 Certification / 8 Hours / Train-The-Trainer (TBD - only needed if required to use non-certified contractor)	TRA-IC-AZ	\$ 2,725.00	\$ 2,452.50	\$ -	
DS8a	HR	USDD	0	Management Meeting with Customer / at USDD Tempe, AZ location (per Hour / Per Person)	MTG-MGT-U	\$ 244.00	\$ 219.60	\$ -	
DS8b	LOT	USDD	0	Management Meeting with Customer / at Customer Site (above per hour/per person cost + required travel and accomodation)	MTG-MGT-C	\$ -	\$ -	\$ -	
DS9	LOT	USDD	0	Misc Option 1		\$ -	\$ -	\$ -	
DS10	LOT	USDD	0	Misc Option 2		\$ -	\$ -	\$ -	

PRIMARY DISPATCH G2 FSA SYSTEM	System Total:	\$ 61,571.25
	Shipping Total:	\$ 126.00
		\$ 1,231.43
	System Subtotal	\$ 62,928.68

PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available). Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT								
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT
17	HR	USDD	1.0	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 3,429.00	\$3,086.10	3086.1 but No Charge For Initial Warranty Period / Not Included in Subtotals
18	LOT	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 3,429.00	\$ 3,086.10	\$ -

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	\$ 62,928.68
PRIMARY DISPATCH MOBILE APP SERVICE TOTAL:	\$ -
PRIMARY DISPATCH MAPPING SERVICE TOTAL:	\$ -

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY & OPTIONAL SUPPORT AS WELL)

ALL DISPATCH-LEVEL SYSTEMS SUBTOTAL:	\$ 61,571.25
ALL DISPATCH-LEVEL SHIPPING SUBTOTAL:	\$ 126.00
ALL DISPATCH-LEVEL WARRANTY & SUPPORT:	\$ -
Texas Cost-Recovery Fee*	\$ 1,231.43
PRIMARY DISPATCH-LEVEL GRAND TOTAL:	\$ 62,928.68

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

*** SEE SECTION TOTALS PAGE FOR EXPLANATION OF THE TEXAS COST-RECOVERY FEE**

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281
 877-551-8733 tel 480-290-7892 fax

DATE: 12/6/19
 Expires: 3/5/20

Quote SUBMITTED TO:
 Fort Bend County
 Texas

REF PROPOSAL
TX_FTB006 v3

STATION-LEVEL

Station VoiceAlert Licenses

Per County's 2018APR10 Email statement of needing for 50 Station Locations

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	50	G2 VOICEALERT - Single Station License. One-Time/Perpetual (unless further USDD modification is needed)	VA	\$ 1,030.00	\$ 927.00	\$ 46,350.00	

Station VoiceAlert Licenses	System:	\$ 46,350.00
	Shipping:	\$ -
	Warranty & Support:	\$ -
	Texas Cost-Recovery Fee	\$ 927.00
	STATION SUBTOTAL:	\$ 47,277.00

*** SEE SECTION TOTALS PAGE FOR EXPLANATION OF THE TEXAS COST-RECOVERY FEE**

Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furbished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

QUOTE

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

DATE: 12/6/19
 Expires: 3/5/20

Quote SUBMITTED TO:
Fort Bend County
Texas

REF PROPOSAL
TX_FTB006 v3

Section Totals

SECTION TOTALS		
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]		
DISPATCH-LEVEL SUBTOTAL	\$	62,928.68
Includes:		
PRIMARY DISPATCH G2 FSA SYSTEM :	\$	62,928.68
PRIMARY DISPATCH WARRANTY & SUPPORT :	\$	-
Notes: Primary Dispatch needs to be installed first, then each agency can be added into automated VoiceAlert Radio alerting. Then there is a per-station perpetual licenses cost (below) that needs to be assumed for each station needing to hear automated voice alert (VoiceAlert).		
STATION-LEVEL SUBTOTAL	\$	47,277.00
Includes:		
Station VoiceAlert Licenses SYSTEM:	\$	47,277.00
Station VoiceAlert Licenses WARRANTY & SUPPORT:	\$	-
Notes: This one-time/perpetual license is needed for each and every station that will be listening for VoiceAlert (automated/synthesized) alert over the radio . Per County determination, Fifty (50) Licenses are now included for Fifty (50) station locations.		
US Digital Designs System Total	\$	110,205.68

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

The Texas Cost-Recovery Fee is a fee charged by USDD to offset amounts incurred by USDD to calculate, file and pay franchise taxes charged by the State of Texas for doing business within the state. The recovery fee is NOT a tax that is required to be paid by the customer and collected by USDD.

STANDARD TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein. Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this warranty null, void and of no further effect. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.

7.1 PRODUCT DEFECTS. If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

7.2 CLAIMS. Prior to making a Warranty claim, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD's technical support contact information can be found on USDD's web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

7.3 EXCLUSIONS AND LIMITATIONS. USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. SERVICE AGREEMENT. The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. INTELLECTUAL PROPERTY: Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter USDD's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 LICENSE: At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 DEFINITIONS: For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation and design data that are licensed under this Agreement.
10. GOVERNING LAW Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. ACCEPTANCE OF TERMS This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. SHIPPING/DELIVERY: Unless specifically detailed as otherwise in this proposal, all shipping and delivery costs (even those detailed per-system) relate to single combined shipment to a single point of delivery. If requested otherwise then costs and terms subject to change.
13. THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

EXHIBIT D
Service Agreement

EXHIBIT D

US Digital Designs



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between US Digital Designs, Inc. (“USDD”), with its principal place of business at 1835 East Sixth Street, Suite 27, Tempe, Arizona 85281, and the following entity (“Customer”):

County of Fort Bend

Attn:

Address

Telephone:

Email:

1. **Recitals.** The Customer requires USDD to provide software maintenance and hardware repair services for its USDD fire station alerting system. USDD has agreed to service the Customer’s System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the parties hereby agree to the terms set forth in this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Additional Services” shall have the meaning set forth in Section 7, below;
- b. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.

- c. "Commencement Date" shall be the date that this Addendum is executed by both parties.
 - d. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by USDD, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;
 - e. "Emergency Support" means telephone access for Customer's "System Administrator" (as defined below) to USDD's senior staff and engineers in the event of a Mission Critical Failure.
 - f. "Mission Critical Failure" means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD's direct control does not constitute a Mission Critical Failure.
 - g. "Services" shall have the meaning set forth in Section 3, below;
 - h. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by USDD;
 - i. "System" means all Hardware and Software purchased by Customer either directly from USDD or authorized USDD Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by USDD;
 - j. "Term" means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 9, below.
3. **USDD Scope of Services.** During the Term of this Agreement, USDD agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the "Services"). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by USDD;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Repair of defective or malfunctioning Hardware (not otherwise covered under the USDD warranty applicable to the Hardware) at USDD's principal place of business; and
- g. Ground shipping for the return of repaired Hardware.

4. **Hardware Repairs.** If a Hardware component requires repair and a valid claim is made during the Term, at its option, USDD will, at its principal place of business, either (1) repair the Hardware at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Hardware with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of the Services must be used in the System to which this Agreement applies. Customer shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to Customer after repair or replacement. Replacement Hardware will be returned to Customer configured as it was when the Hardware was originally purchased, subject to applicable updates.

5. **Claims.** Prior to requesting Services, Customer is encouraged to review USDD's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. USDD's technical support contact information can be found on USDD's web site: <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow USDD's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

6. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the System, damage arising from Customer's failure to follow instructions relating to the product's use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized USDD representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of USDD, use with non-USDD products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer's site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in USDD's sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. USDD shall not be liable to provide Services at any time when Customer is in breach of any obligation to USDD under this Agreement or any other contract.

7. **Additional Services by USDD.** Except for the Services, all other acts or performances requested or required of USDD by Customer ("Additional Services") will be charged at USDD's then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer's use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by USDD on a rush basis or during hours not included in the description of the Services set forth above. Customer shall pay all invoices for Additional Services within 30 days. Invoices remaining unpaid for more than 30 days shall bear interest at 18% per annum.

8. **Authorized Support Contacts.** In order to facilitate USDD's delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services ("Authorized Contacts"). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for USDD to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed USDD product training.

At least one Authorized Contact should be available to assist USDD as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

9. **Customer Facilitation of Services.** Customer will be responsible for providing the following:

- a. The provision of remote access to the System, as more specifically described in Section 10 below;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively “Customer Equipment”), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- e. The correct use of the System in accordance with USDD’s operating instructions; and
- f. The security and integrity of the System.

10. **Remote Access.** USDD requires remote network access to the Customer’s System, including its Communications Gateways, Station Controllers, and other USDD-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will provide USDD support personnel VPN or similar remote network access to the System for USDD support personnel (“Customer Support”) to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. USDD will only access Customer’s System with the knowledge and consent of Customer.

- a. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the System, then USDD may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow USDD to perform the above services. The following services will not be performed without this access:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on USDD devices
 - Detailed log analysis

- Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- b. Timely Access. Customers must ensure that remote access is available prior to notifying USDD of a support request. In the event that the Customer is unable to provide remote access, USDD will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- c. Physical Security Tokens. USDD has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the USDD office. If the customer requires the use of physical security tokens this may delay after hours service.

11. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year (“Initial Term”). Unless previously terminated as set forth in this Section, Customer may renew this agreement for four (4) additional one-year terms (each an “Additional Term”) by giving written notice of Customer’s intent to renew at least 30 days prior to the expiration of the Initial Term or any Additional Term, as the case may be, or by timely payment of the “Annual Fee” (as defined below). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. USDD may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, USDD may terminate this Agreement immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to USDD shall be nonrefundable.

There is no charge for the initial warranty period. Notwithstanding the above, Vendor will provide the New System Warranty in accordance with the EUAA for a period of 18 months.

12. **Annual Fees.** Should additional year warranty & support services be purchased by the County, on or before the first day of the Initial Term and each Additional Term (each a “Due Date”), Customer shall pay USDD an Annual Fee in advance for the Services and to be delivered hereunder (the “Annual Fee”). The Annual Fee shall be the product of the total cumulative sales price of all Hardware, Software, and other tangible goods or equipment provided to Customer at any time under any circumstances (“Base Amount”), multiplied by .09. Customer acknowledges and agrees that the Base Amount is cumulative and will increase by the purchase price of all Software, Hardware and Services purchased in the future. USDD may calculate the Base Amount, determine the Annual Fee and invoice Customer therefore 45 days prior to the subject Due Date. Customer shall pay the Annual Fee on or before the Due Date or 30 days after the date of the invoice, whichever is later. Invoices remaining unpaid shall bear interest at

18% per annum. Annual Fees are nonrefundable. Currently, the County has not purchased additional year warranty & support services.

13. **Reinstatement.** If Customer elects not to renew this Agreement for any Additional Term or otherwise terminates this Agreement, Customer may reinstate this Agreement upon the following terms:

- a. Reinstatement of this Agreement must occur within five (5) years from the Initial Term or the last Additional Term elected by Customer, whichever occurs later. USDD reserves the right to reinstate older Systems or not reinstate newer Systems in its sole discretion.
- b. The multiplier for calculation of the Annual Fee shall increase by no more than 3 percentage points from the multiplier stated above. The multiplier for the new Annual Fee shall be at the sole discretion of USDD.
- c. Customer shall pay a Reinstatement Fee along with the Annual Fee prior to the Commencement Date. The Reinstatement Fee and Annual Fee shall be calculated using the new multiplier described above. The Reinstatement Fee shall be a sum equal to two times the new Annual Fee, provided, however, if the System has been out of service and support for one year or less, the Reinstatement Fee shall be the amount of the new Annual Fee. The Reinstatement Fee is non-refundable.
- d. If Customer reinstates this Agreement and then declines to renew this Agreement for an Additional Term or otherwise terminate this Agreement, the System shall be deemed by USDD to have been abandoned by Customer. USDD will not provide further Services for the System, and Customer will not be allowed to reinstated service and support of the System through another Service Agreement.

14. **Limited Warranty.** USDD warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, **USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.** If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal

or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any hardware under this warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

15. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither party will be liable for any act, omission, or failure to fulfill its obligations under this Agreement if such act, omission or failure arises from any cause beyond its control including acts of nature, strikes, lockouts, riots, acts of war, acts of terrorism, epidemics, governmental action after the date of this Agreement, fire communication line failures, power failures, earthquakes or other disasters. The party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. Use all responsible endeavors to avoid or remove the cause and perform its obligations.

16. **Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity or entities actually referred to require.

17. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

18. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the parties.

19. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any party executes this Agreement.

20. **Entire Agreement.** This Agreement contains the entire understanding between the parties, and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement may not be amended, altered, or changed except by the express written agreement of the parties.

21. **Joint Effort.** This Agreement has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this Agreement or any term thereof.

22. **Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

23. **Images and Testimonials.** During the term of this Service Agreement, Customer agrees that USDD may take, make or obtain images, pictures, photographs, commentary, and video and audio recordings of Customer's System and property and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, USDD may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with the System (collectively "Testimonials"). Customer consents to USDD's use of such Images and Testimonials for verification, training, and promotional purposes in USDD's sole discretion and agrees that all such Images and Testimonials shall remain the property of USDD and may be used and exploited in any media format.

24. **Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

County of Fort Bend:

By: _____
Name: _____
Its: _____
Date: _____

US Digital Designs, Inc.:

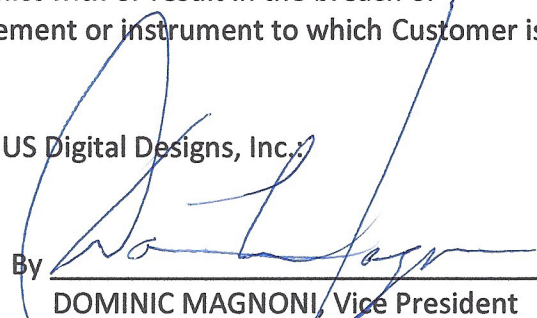
By  _____
DOMINIC MAGNONI, Vice President
Date: 3 MAR 2020

EXHIBIT E
Warranty

US DIGITAL DESIGNS



NEW SYSTEM WARRANTY

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, US Digital Designs, Inc. ("USDD") warrants that the System shall not contain any material defects and shall function in material conformity with the descriptions and specifications set forth in the EUAA for a period of 18 months from the final execution date of the EUAA ("Warranty Period"). Capitalized terms used herein and not specifically defined in this Warranty shall have the meanings set forth in the EUAA.

2. **Hardware Defects.** If a Hardware defect arises and a valid claim is made within the Warranty Period, USDD, at its option, will either (1) repair the hardware defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the End User's property and the replaced item becomes the property of USDD. Parts provided by USDD in fulfillment of its warranty obligation must be used in the System for which warranty service is claimed. End User shall be responsible for and bear all risks and costs of shipping any Hardware to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any Hardware to End User after repair or replacement. Replacement Hardware will be returned to End User configured as it was when the Hardware was originally purchased, subject to applicable updates.

3. **System Maintenance and Support.** During the Warranty Period, USDD shall provide Software updates and maintenance for the System (collectively the “Support Services”). The Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;
- c. 24 hour per day telephone access for End User’s System Administrator or designee to USDD’s senior staff and engineers in the event of a “Mission Critical Failure” (as defined below); and
- d. Updates for all System Software, as and when released by USDD.

4. **Claims.** Prior to making a Warranty claim or requesting Support Services, End User is encouraged to review USDD’s online help resources. Thereafter, to make a valid claim hereunder, End User must contact USDD technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. USDD’s technical support contact information can be found on USDD’s web site at <http://stationalerting.com/home/about-usdd/contact-usdd/>. End User must use its best efforts to assist in diagnosing defects, follow USDD’s technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve USDD of any further obligation hereunder.

5. **Mission Critical Failure.** “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of USDD’s direct control does not constitute a Mission Critical Failure. End User’s use of Emergency Support in the absence of a Mission Critical Failure shall constitute Additional Services under the EUAA, which will be charged at USDD’s then current rates.

6. **Exclusions and Limitations.** USDD’s obligations under this Warranty are contingent on the End User providing USDD with VPN access or other means for remote access to the System for remote diagnosis. USDD does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from End User’s failure to follow instructions relating to the product’s use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced. If at any time during the Warranty Period, Customer operates the System in a virtualized environment not provided by USDD or on any server other than dedicated servers provided by USDD, this Warranty shall not apply to server performance or compatibility with the remainder of the System. TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, USDD IS NOT RESPONSIBLE FOR INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; and LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

EXHIBIT F

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 (“Purchaser”) and US Digital Designs, Inc., an Arizona corporation (“Vendor”). Purchaser and Vendor are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS, the Vendor is in the business of selling certain Station Alerting Systems and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F, including Purchaser’s Request for Proposal RFP No. 1425 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “EUAA” means an End User Acknowledgement and Agreement hereafter entered into between Vendor and a Purchaser (other than the Lead Contracting Agency) in a form acceptable to Vendor in its sole discretion, which shall address, among other issues (i) the warranty applicable to the Products and Services, (ii) Vendor’s retention of its intellectual property rights, (iii) licensing of Vendor’s intellectual property rights to Purchaser, (iv) the terms of installation, technical specifications, and scope of work, and (v) any other terms and conditions necessary to facilitate and govern the transaction. A sample EUAA is attached at Attachment F.

1.5 “Intellectual Property” means any and all rights of USDD related to USDD’s products, Software, and Hardware, existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

1.6 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.7 “National Purchasing Partners” or “NPP” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.8 “Participating Agencies” shall mean the governmental and non-profit entities (other than the Lead Contracting Agency) that access and purchase Product and Services through this Agreement.

1.9 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.10 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.11 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.12 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. Once issued, Purchaser shall not withdraw its Purchase Order except as otherwise set forth in this Article. In the event that the provisions of this Agreement

conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern.

2.3 Purchaser agrees that no Purchase Order issued hereunder shall be binding on Vendor unless and until the following contingencies (“Contingencies”) are satisfied or waived in writing by Vendor:

2.3.1 The Purchaser and Vendor have entered into an EUAA in a form acceptable to Vendor in its sole discretion; and

2.3.2 The execution of a separate written contract between Vendor and Purchaser, in a form acceptable to Vendor in its sole and absolute discretion, for service and maintenance of the System after expiration of the warranty period for the Products and Services delivered hereunder (the “Service Agreement”).

2.4 Vendor may reject any Purchase Order issued under this Agreement upon written notice to if at any time it determines, in its sole discretion, that any of the Contingencies have failed or are unlikely to occur. At any time after the issuance of a Purchase Order, Purchaser may give Vendor notice of its intent to withdraw the Purchase Order if the Contingencies are not satisfied or waived within 180 days of the notice. Thereafter, within the 180 day period, Vendor may provide written notice to Purchaser of (i) its consent to withdrawal of the Purchase Order, or (ii) the satisfaction or waiver of the Contingencies. If Vendor consents to withdrawal of the Purchase Order, the Purchase Order shall be deemed withdrawn as of the effective date of Vendor’s notice. If Vendor gives notice of the waiver or satisfaction of the Contingencies, Purchaser shall not withdraw the Purchase Order. If Vendor fails to give notice of waiver or satisfaction of the Contingencies, the Purchase Order shall be deemed withdrawn at the expiration of the 180 day period.

2.5 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies.

2.6 This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase, at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party. Purchaser expressly acknowledges and agrees that Vendor may sell, at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement to any third party, including Participating Agencies, either through this Agreement or any other agreement.

2.7 In case of any conflict or inconsistency between the EUAA and the Contract Documents, the EUAA shall control. In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor’s Proposal; and
- (iii) The RFP.

2.8 Extension of contract terms to Participating Agencies:

2.8.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies that have executed an Intergovernmental Cooperative Purchasing Agreement (“IGA”) as may be required by each Participating Agency’s local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to the EUAA, the Service Agreement, and ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were “Purchaser” hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.8.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.9 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service’s Procurement List (“Procurement List”) pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for two (2) calendar years from the effective date of this Agreement (“Initial Term”). Upon termination of the original two (2) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods (each a “Renewal Term”); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the Master Price Agreement by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Master Price Agreement term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

3.3 The forgoing terms of this Article apply only between Vendor and the Lead Contracting Agency. The “Term and Termination” terms as between Vendor and any Participating Agency may be addressed in the EUAA.

3.4 Termination of this Agreement shall have no effect on any EUAA entered into prior to such termination. Vendor shall not enter into an EUAA in reliance on this Agreement subsequent to the termination of this Agreement.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, plus actual shipping costs. The pricing schedule set forth on Attachment A hereto shall remain fixed for the Term of this Agreement.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser. Additional invoicing terms may be addressed in the EUAA.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) or the EUAA shall specify any and all other taxes, costs, and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.5 Subject to Attachments A and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB at Purchaser's Destination. If there are handling fees, these also shall be included in the pricing. All shipping costs prepaid by Vendor shall be itemized and included in Vendor's invoices and payable by Purchaser.

4.6 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.7 Vendor shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title passes to Purchaser upon delivery of Products to Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one

or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Public Procurement Authority. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Public Procurement Authority under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Authority.

5.5 The forgoing terms of this Article apply only between Vendor and the Lead Contracting Agency. Insurance required by any Participating Agency may be addressed in the EUAA.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees") from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this

Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The indemnity obligation set forth herein shall be limited to the amounts available and ultimately collected on the insurance policies required to be carried by Vendor under Article 5. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor’s Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - RESERVED

ARTICLE 9 – RESERVED

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and, at Vendor’s expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser’s request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser’s execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / INTELLECTUAL PROPERTY AND LICENCE

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Purchaser hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. Purchaser agrees to not remove, obscure, or alter USDD’s or any third party’s copyright notice, trademarks, or other proprietary rights notices affixed

to or contained within or accessed in conjunction with or through USDD's products. Nothing herein shall be deemed to give, transfer, or convey to Purchaser any rights in the Intellectual Property other than the license to use the Software, as set forth below.

11.3 At all times that Purchaser is in compliance with the terms of this MPA and any applicable EUAA, Purchaser shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the Products and Services.

ARTICLE 12 – RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to the sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts in the ordinary course of its business. All such audits shall be at the expense and risk of Purchaser and take place on site at USDD's primary place of business, or at such other reasonably convenient location determined in USDD's sole discretion. In addition to all other sums payable under this Agreement, Purchaser shall pay Vendor for all costs, labor, office space and materials provided to Purchaser by Vendor in connection with any Audit (collectively "Audit Costs"). Labor rates shall be Vendor's then current list rates without discount. Costs, office space, and materials shall be priced at Vendor's cost plus 20%. Audit Costs shall be invoiced and paid as provided in Article 4 and Purchaser shall be solely responsible for issuing any purchase orders, PO numbers, or other authorizations necessary to facilitate such payment. Audit Costs shall include any and all time spent and costs or fees incurred in processing and collecting such payment. The Purchaser's right to audit under this Article 12 shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville OR 97070
ATTN: Heidi Arnold

If to Vendor:

US DIGITAL DESIGNS, INC.
1835 E. Sixth Street, Suite 27
Tempe, Arizona 85281
ATTN: Maribeth Kascht

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above. This Article is applicable only between Vendor and the Lead Contracting Agency. Notice terms between any Participating Agency and Vendor may be addressed in the EUAA.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser. Notwithstanding the foregoing, Vendor may subcontract any installation services to one or more of its USDD certified installers. Vendor shall not delegate

its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any EUAA entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency executing the EUAA. Any EUAA or other modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or, in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contracts Manager
Public Procurement Authority

Dated: Aug 21, 2015

VENDOR:

US Digital Designs, Inc.

By Signature: Dominic Magnoni

Printed Name: Dominic Magnoni

Title: Vice President

Dated: August 21, 2015

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

STATION ALERTING PRICING SCHEDULE

	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Dispatch Center Equipment Item 1. Communications Gateway Pair (G2IGW) Item 2. G2 Gateway Audio Serial Interface (GaSI) Item 3. HDTV Remote Module (TVR) Item 4. G2 Light Tower Interface (LT1)	10% off all Dispatch Center Equipment
Fire Station Equipment Item 1. G2 Voice Alert (VA) Item 2. G2 Mobile FSAS App (G2IAPPIDL) Item 3. G2 ATX Station Controller (ATX) Item 4. Rack Mount Ears (ATXIE) Item 5. Base Plate (ATXIP) Item 6. ATX Expansion Kit (ATXIEXP) Item 7. Audio Extension Module (AUDIEXT) Item 8. Fiber LAN Module (2) (FIBILANIKIT) Item 9. G2 Room Remote Module (RR) Item 10. RR Trim Plate, for Flush Mount (RRITP) Item 11. RR Back Straps – for solid wall flush mounting (RRIBS) Item 12. RR Back Box, for solid wall flush mounting (RRIBB) Item 13. G2 Message Remote Module (MR) Item 14. G2 Sign Remote Module (SR) Item 15. G2 HDTV Remote Module (TVR) Item 16. G2 Message Sign, Digital LED (GammaSign) (MSIG) Item 17. G2 Message Sign, Digital LED (BetaBrite) (MSIB) Item 18. MS Adapter Plate, Vesa 100 (MSIADPTIV100) Item 19. MS TieStraps (pair) joins two MSs (MSIADPTISTRP) Item 20. MS Mount – Articulating Std. reach (MSIMNTIARTIS) Item 21. MS Mount – Articulating Long reach (MSIMNTIARTIL) Item 22. MS Mounts – X2 Armt, Artic., Long (MSIMNTIARTILX2) Item 23. G2 Double MS Kit (MR, 90deg Mount, x2MS) (MSIX2K) Item 24. G2 I/O Remote w/8 in & out (IOR)	10% off all Fire Station Equipment

Item 25. G2 Strobe Light / Red LED (STR) Item 26. G2 Color Indicator Remote – up to 8 unique colors (CIR) Item 27. Push Button, standard (black) (PBIB) Item 28. Push Button, Emergency (red) (PBIR) Item 29. Audio Amplifier, external, standard (AMP) Item 20. Speaker – APP/Weatherized (A25), Surface 70v (SPKIWISM) Item 21. Speaker – standard flush mount, 8Ω/70v (S86) (SPKISTDIFM) Item 22. Speaker – surface mount (MB) 8Ω/70v (SPKISTDISM) Item 23. G2 LED speaker – Flush Mount 8Ω/70v (SPKILEDIFM) Item 24. G2 LED speaker – Surface Mount (MB) 8Ω/70v (SPKILEDISM) Item 25. Transformer, 8ohm to 70v, external (XFMR) Item 27. ATX UPS, standard (UPSISTD) Item 28. UPS Extended Runtime battery (UPSIEXT)	
Labor Services <ul style="list-style-type: none"> • Project Management • Engineering Services • Installation • Support Services 	10% off hourly rates
Maintenance Services (applicable only during Warranty Period to items NOT covered under Warranty—discount does not apply to post-warranty Service Agreement)	10% off hourly rates

The same terms, conditions and pricing of this Agreement may be extended to Participating Agencies. In the event the terms of this Agreement is extended to Participating Agencies, each Participating Agency shall be solely responsible for the ordering of goods and services under this Agreement. The Lead Contracting Agency shall not be liable in any fashion for any violation by a Participating Agency, and the Participating Agency shall hold Lead Contract Agency harmless from any liability that may arise from action or inaction of the Participating Agency.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES NOT INCLUDED IN PROPOSAL

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must deal directly with any Participating Agency concerning the EUAA, Service Agreement, placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement (“IGA”), as set forth on the NPPGov web site, www.nppgov.com, www.firerescue-gpo.com, and www.lawenforcementgpo.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency’s legal requirements as if it were the “Purchaser” hereunder. Any references in this Agreement to the Lead Contracting Agency shall not apply to any subsequent contract entered into between Vendor and any Participating Agency.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

Form End User Acknowledgement and Agreement

Incorporated as pages 25-34 of Exhibit 1