

STATE OF TEXAS §  
 COUNTY OF FORT BEND §

**ADDENDUM TO FŪSUS INC.’S AGREEMENT**

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

WHEREAS, subject to the changes herein, the parties have executed and accepted Fūsus’ Service Agreement Proposal and Terms of Service (collectively the “Agreement”), attached hereto as Exhibit “A” and incorporated fully by reference; and

WHEREAS, Fort Bend County desires that Fūsus provide enterprise software subscription services designed to aid law enforcement investigations and responsiveness (hereinafter the “Services”); and

WHEREAS, Fūsus represents that it is qualified and desires to perform such Services; and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(2) Texas Local Government Code, exempts from competitive bidding contracts that are necessary to preserve or protect the public health or safety of the residents of the county; and

WHEREAS, the Texas County Purchasing Act, § 262.024(a)(7) Texas Local Government Code, exempts from competitive bidding contracts items that can be obtained from only one source; and

WHEREAS, Fūsus is the sole source provider of the Services as indicated by the letter attached hereto as Exhibit “B” and incorporated fully by reference; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is within the exception allowed for expenditures under the Texas County Purchasing Act, § 262.024(a)(2) based on the representations made by the Fort Bend County Sheriff in support of this Agreement and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this Agreement is a sole source agreement is within the exception allowed for expenditures under the Texas County Purchasing Act, § 262.024(a)(7) and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply; and

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. **Term.** The term of the Agreement is effective upon the execution of both parties and will end no later than one (1) year thereafter. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Scope of Services.** Subject to this Addendum, Fūsus will render Services to County as described in Exhibits A and B. All performance of the Scope of Services by Fūsus including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
3. **Payment; Non-appropriation; Taxes.** Upon the County's Written Notice to Proceed, payment shall be made by County within thirty (30) days of receipt of invoice. Fūsus may submit invoice(s) electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). If County disputes charges related to an invoice submitted by Fūsus, County shall notify Fūsus no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. 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 shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Limit of Appropriation.** Fūsus 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 Fifty Thousand and 00/100 dollars (\$50,000.00), specifically allocated to fully discharge any and all liabilities County may incur. Fūsus does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Fūsus may become entitled to and the total maximum sum that County may become liable to pay to Fūsus shall not under any conditions, circumstances, or interpretations thereof exceed Fifty Thousand and 00/100 dollars (\$50,000.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act and Open Meetings Act.** Fūsus 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 Fūsus 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.

Fūsus expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

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 Fūsus for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** 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. 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. County does not agree to pay any and/or all attorney fees incurred by Fūsus in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Fūsus hereby verifies that Fūsus and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
  - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Fūsus does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Fūsus does not boycott energy companies and is authorized to agree

in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.

- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Fūsus does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
9. **Modifications and Waivers.** 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.
  10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, FŪSUS 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.
  11. **Use of Customer Name.** Fūsus may use County's name without County's prior written consent only in any of Fūsus' customer lists, any other use, including the right to bring control and enforcement actions in the County's name, must be approved in advance by County.
  12. **Performance Warranty.** Fūsus warrants to County that Fūsus has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Fūsus 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.  
  
Fūsus warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A and Exhibit B.
  13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
  14. **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.

15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **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.
17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
18. **Compliance with Laws.** Fūsus 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, Fūsus shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
19. **Confidential Information.** Fūsus 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 Fūsus 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 Fūsus 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 Fūsus) publicly known or is contained in a publicly available document; (b) is rightfully in Fūsus' 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 Fūsus who can be shown to have had no access to the Confidential Information.

Fūsus agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Fūsus 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. Fūsus 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, Fūsus shall advise County immediately in the event Fūsus 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 Fūsus will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Fūsus against any such person. Fūsus agrees that, except as directed by County, Fūsus 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, Fūsus will promptly turn over to County all documents, papers, and other matter in Fūsus' possession which embody Confidential Information.

Fūsus 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. Fūsus 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.

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

20. **Independent Contractor.** In the performance of work or services hereunder, Fūsus shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Fūsus or, where permitted, of its subcontractors. Fūsus and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
21. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
22. **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.
23. **Remote Access.** As applicable, if Fūsus requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of the Services, except

as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Fūsus is granted remote access to County Systems:

- (A). Fūsus will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). Fūsus will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Fūsus will not access County Systems via unauthorized methods.
- (C). Fūsus' remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for Fūsus to provide Services to County pursuant to this Agreement.
- (E). Fūsus will allow only its Workforce approved in advance by County to access County Systems. Fūsus will promptly notify County whenever an individual member of Fūsus' Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Fūsus will keep a log of access when its Workforce remotely accesses County Systems. Fūsus will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of Fūsus' Workforce is provided with remote access to County Systems, then Fūsus' Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Fūsus to comply with this Section may result in Fūsus and/or Fūsus' Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Fūsus, is under the direct control of Fūsus, whether or not they are paid by Fūsus and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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. This Addendum is effective upon execution by both parties.

Axon Enterprise, Inc on behalf of

**FORT BEND COUNTY**

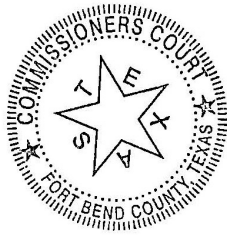


Grady Prestage, Commissioner, Precinct 2  
Presiding Officer, Commissioners Court, September 10, 2024

September 10, 2024  
Date

ATTEST:

  
Laura Richard, County Clerk



REVIEWED:

  
Information Technology Office

**FUSUS INC.**  
DocuSigned by:

**Robert Driscoll**

55DAEBB131A4424

Authorized Agent – Signature

Robert Driscoll

Authorized Agent- Printed Name

Deputy General Counsel

Title

7/25/2024 | 7:16 AM MST

Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 50,000.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

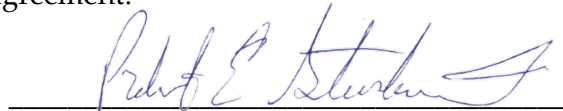
  
Robert Ed Sturdivant, County Auditor

Exhibit A: Fūsus' Service Agreement Proposal and Terms of Service; and  
Exhibit B: Sole Source Letter

# Exhibit A



3/25/24

Deputy Chief Manuel Zamora  
Fort Bend Texas Sheriffs Office  
1840 Richmond Pkwy.  
Richmond, TX 77469

Subject: Service Agreement Proposal

Dear Deputy Chief Zamora,

Fusus is honored that the Fort Bend County Sheriff's Office is continuing its partnership to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

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

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for twelve (12) months.

1. **Initial Scope of Work:** The following fusus Pro Package software and associated hardware has been delivered and installed as part of this agreement.
  - a. fususONE™: Continuing access and training of users to include up to 500 data points and 500 public/private video feeds
  - b. fususREGISTRY™ (will continue): Creation of a custom website portal for community members to register privately owned cameras
  - c. fususVAULT™ (will continue): Implementation of a CJIS compliant evidence vault for the storage of up to 10TB of videos and still images captured via the fususONE™ platform

- d. fūsusOPS™(will continue): Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
- e. fūsusTIPS™ (will continue): Implementation of our SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
- f. fūsusNOTIFY™ (will continue): Implementation of our SMS text service that provides text notifications to community members
- g. fūsusAlert™ (will continue): Implementation of our iOS/Android application which provides panic alerting to fūsusONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fūsusONE™ platform
- i. fūsusANALYTICS™ (will continue): Implementation of our crime and incident heat mapping and analysis platform
- j. fūsusCONNECT Call-Out (will continue): Three (3) months fūsus call-out to businesses within the jurisdiction to assist with camera registration and integration
- k. fūsusCONNECT Microsite (will continue): Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
- l. Remote Configuration of fūsus Core(s)
- m. Integration of all current and future video feeds
- n. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

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

## **2. Payment and Subscription Terms:**

- a. Payment 1: Due Upon First Anniversary of Notice to Proceed \$50,000

Note: Additional f0susCORE™ appliances and camera streams may be purchased for the following per unit price schedule.

- a. CORE Lite: \$200/each
- b. CORE Lite Extended: \$300/each
- c. CORE Pro: \$600/each
- d. CORE Pro Extended: \$1000/each

- e. CORE Elite: \$4,000/each
- f. CORE Elite AI: \$5,000/each
- g. Additional 500 Streams: \$25,000 per year

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

a. fūsusONE™ Saas

- b. Unlimited video alerts, access, and video download
- c. fūsusCORE™ warranty and technical support for the life of the agreement
- d. Unlimited f0susOPS Application for Android and iOS Devices

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ - Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

**4. Technical Requirements:**

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

**5. Terms and Conditions:**

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service V08.30.2022 found at <https://www.fūsus.com/fūsus-terms-of-service>.

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

We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (402) 840-8525 or email me at [ehentzman@axon.com](mailto:ehentzman@axon.com).

Respectfully,

Elizabeth Heintzman

Director, Customer Success

Approved (Signature):

*Elizabeth Heintzman*

By (Print Name/Title):

\_\_\_\_\_ Date \_\_\_\_\_



# Fūsus Terms of Service

Updated October 2023

Terms and Conditions Governing a Subscriber's Use of the Fūsus Software, and all Fūsus Solutions and Services Provided via the Software, including but not limited to the FūsusONE, FūsusREGISTRY, FūsusOPS, FūsusALERT, FūsusTIPS, FūsusNOTIFY, FūsusCORE, FūsusVAULT, FūsusCONNECT and FūsusNOTIFY product offerings.

## Introduction:

Subscribers to the Terms.

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

Individual Subscribers.

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

Entity Subscribers.

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

Updates to the Terms.

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

applicable to specific services and features, may be posted from time to time ("Policies"). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein, these Terms shall control.

## **CONTENT.**

### Content Defined.

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

### Ownership.

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

### Limited License Granted to You.

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

## **SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.**

ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials

created by a Subscriber (collectively, "Subscriber-Generated Content"). Subject to the rights and license You grant to Fūsus under these Terms (see below), You retain whatever legally cognizable right, title, and interest that You have in Your Subscriber-Generated Content. You understand and acknowledge that Fūsus has no obligation to monitor or enforce Your intellectual property rights to Your Subscriber-Generated Content. (hereinafter, "PII").

Fūsus's Enforcement Rights in Subscriber-Generated Content.

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

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

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

#### **REPORTING INTELLECTUAL PROPERTY INFRINGEMENT. DMCA Notice for Copyright Infringement.**

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

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

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

- Mode of Communication.

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

Fūsus

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

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

- DMCA Counter-Notification regarding Copyright Infringement.

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

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

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

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

You should also be aware that we may forward the DMCA Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

- Reporting Infringement of Other Intellectual Property.

If You own intellectual property other than a copyright and believe that Your intellectual property has been infringed by an improper posting or distribution of it on the Software, then You may send Fūsus a written notice to one of the addresses set forth in Section 4.A. above that includes all of the following:

- a subject line that says: "Intellectual Property Infringement Notice"; and
- a description of the intellectual property that You claim has been infringed, or a list of the intellectual property if multiple works have been infringed; and a description of the location of the infringing material on the Software; and
- Your full name, address, telephone number, and e-mail address; and

authorized to act on the behalf of the owner), and,

- Your physical signature or, if sent within an email (rather than in a physical document or a digital document attached to an email), the characters “//s//” followed by Your full typed name, which will serve as Your electronic signature.

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

## **YOUR ACCOUNT AT FŪSUS.**

Registration.

To access the Solution through the Software, You not only must execute a Subscription Agreement, but also You must become a registered user of the Software by establishing an Account. The Software's practices governing any resulting collection and use of Your personal information in Your Account are disclosed in its Data Privacy Policy in Section 4H.

Username and Passwords.

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

- You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Fūsus may reject the use of any password, username, or email address for any reason in our sole discretion); and
- You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and
- You are solely responsible for all activities that occur on the Software under Your Account, password, and username, whether or not You authorize the activity (except to the extent that any activity occurs due to unauthorized use of Your password and username by another person or entity), and, accordingly, if You are an entity Subscriber, You are solely responsible for the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and
- You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your

computers, phones, pads, tablets, or other Internet Access Devices, so that unauthorized persons may not access any password protected portion of the Software using Your name, username, or password; and

- You will immediately notify Fūsus of any unauthorized use of Your Account, password, or username, or any other breach of security; and
- You will not sell, transfer, or assign Your Account or any Account rights.

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

- Termination in the Event of Non-appropriation.

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

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

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that Fūsus has no responsibility for such third-party components, services, or Your relationships with such third parties. You agree that You shall at all times comply with the lawful terms and conditions of Your agreements with such third parties. Fūsus does not represent or warrant that the Software and the Content are compatible with any specific third-party hardware or software or any other Third-Party Components. You are responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the Software.

#### Wireless Features.

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

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

#### Customer Service.

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

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

facilitating communication of data with the User and/or the User's Organization through their use of FūsusONE (web-interface) or FūsusOPS (iOS or Android interface), complying with legal requirements, monitoring the User's use of Fūsus's systems, and undertaking data analytics. User generated digital media content saved in the Fūsus system is the sole property of the User, and may not be distributed by Fūsus to any third parties outside of the User's Organization without the User's expressed written consent.

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

1. You have the necessary authority to enter into this Agreement; and
2. If You are an individual, You are over the age of eighteen; and
3. You shall cooperate with all of the instructions, rules, and procedures that apply to Your Fūsus Account;
4. You have provided and will continue to provide true, accurate, current, and complete Account registration information; and
5. You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently; and
6. If You are an entity Subscriber, You will monitor and closely supervise all of the persons under Your employment, including all officers, directors, employees, contractors, agents, and legal representatives who access the Software and the Content through Your subscription to ensure their compliance with these Terms, and You understand, acknowledge, and agree that You are entirely responsible for such compliance by all persons subject to Your control and/or supervision; and
7. You will comply with all laws and regulations applicable to this Agreement and to the Software and Content, include all laws regarding personal rights of privacy and publicity.

**B. Expressed Warranty.**

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

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

Fūsus's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at Fūsus's sole option. Fūsus shall bear round-trip shipment costs of defective items found to be covered by this warranty. Defective products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become Fūsus property. This warranty does not extend to any product sold by Fūsus which has been subjected to misuse, neglect, accident, improper installation by a non-authorized 3<sup>rd</sup> party, or a use for purposes not included or not in accordance with installation procedures and instructions furnished by Fūsus, or which has been repaired or altered by persons other than Fūsus or which has been damaged by

1. Disclaimer of Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FUSUS MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND SOLUTION PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE AND SOLUTION. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, FUSUS DISCLAIMS ANY WARRANTY THAT THE SOFTWARE AND SOLUTION PROVIDED BY FUSUS, OR THE OPERATION OF THE SOFTWARE AND SOLUTION ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. FUSUS MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
2. Fūsus shall indemnify, defend and hold the Subscriber and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) the gross negligence or intentional misconduct of Fusus or (ii) use by Fūsus of any intellectual property in connection with the Software and Solution under these Terms of Use that infringes or misappropriates any copyright, patent, trademark, trade secret of an unaffiliated third party. Notwithstanding the foregoing, if the Software and/or Solution becomes the subject of such a claim of infringement then Fusus may, at its option: (x) procure for Subscriber the right to use the Software and/or Solution free of any liability for infringement; (y) replace or modify the Software and/or Solution to make it non-infringing but with reasonably comparable functionality; or (z) if Fusus determines that the previous two options are not available on a commercially reasonable basis, grant to Subscriber a credit for the unused portion of any prepaid access rights fees and refund any deposits paid by Subscriber for the affected Software and Solution. Furthermore, Fusus has no liability for, and no obligation to indemnify Subscriber against, any third party claim arising or alleging based in whole or in part on use of the Software and Solution other than as specified in the Terms of Use or documentation relating to the Software and Solution, including use with third party hardware and software products not specifically authorized by Fusus.
3. Disclaimer of Consequential Damages. FUSUS HAS NO LIABILITY WITH RESPECT TO THE SERVICES, OR ITS OTHER OBLIGATIONS UNDER THESE TERMS OF SERVICE OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR ANY OTHER TORTS EVEN IF FUSUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
4. Limitations of Remedies and Liability. EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, FUSUS' TOTAL LIABILITY TO SUBSCRIBER FOR ANY REASON AND UPON ANY CAUSE OF ACTION INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS, IS LIMITED TO ALL FEES PAID TO FUSUS BY THE SUBSCRIBER IN RESPECT OF THE SOFTWARE AND SOLUTION DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

## 8. Insurance.

Fusus will add Customer as an additional insured under any applicable policy and, at its own cost and expense, maintain, during the Initial Contract Period and any renewal period following the Initial Contract Period:

- (1) Commercial general liability and professional liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering personal and advertising injury, bodily injury and property damage, products/completed operations, and contractual liability

and related incident response and remediation, privacy liability and regulatory action costs, including, without limitation, cyber extortion (ransomware) and business email compromise with both first party coverage and coverage for claims by a third party that the data breach or other cyber incident caused them damages.

## 9. CONFIDENTIALITY.

"Confidential Information" means nonpublic information designated as confidential or proprietary or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. All Confidential Information disclosed by either party to the other party in tangible form shall be clearly marked with a "CONFIDENTIAL", "PROPRIETARY", "NOT FOR DISTRIBUTION" or similar legend. If the Confidential Information cannot reasonably be marked as required by the preceding sentence, written notice shall be given by the disclosing party to the receiving party at the time it is disclosed that it is to be treated as Confidential Information. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information and authorized sharing is limited to parties on a need-to-know basis. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Fusus pricing, network diagrams, certifications and third party audit reports, and software screenshots are Confidential Information and competition sensitive. If Subscriber receives a public records request to disclose Fusus Confidential Information, to the extent allowed by law, Subscriber will provide notice to Fusus before disclosure at [legal@fusus.com](mailto:legal@fusus.com). Subscriber and its authorized users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Fusus.

## 10. GENERAL PROVISIONS.

1. **Governing Law.** The laws of the state where customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
2. **Severability and Interpretation.** If any provision of this Agreement, is for any reason deemed invalid, unlawful, void, or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from this Agreement, and the invalidity of the provision will not affect the validity or enforceability of the remainder of this Agreement which will remain in full force and effect.
3. **Communications.** Whenever You communicate with Fūsus electronically, such as via e-mail, You consent to receive communications from Fūsus electronically. Please note that, except as set forth in the provisions of this Agreement regarding the DMCA, Fūsus is obligated to respond to inquiries that it receives.
4. **Assignment.** Fūsus may assign its rights and obligations under this Agreement, in whole or in part, to any party at any time without any notice. This Agreement may not be assigned by You, and You may not delegate Your duties under these Terms, without the prior written consent of an officer of Fūsus.
5. **No Waiver.** Except as expressly set forth in this Agreement, no failure or delay by You or Fūsus in exercising any rights or remedies under this Agreement will operate as a waiver of that or any other right or remedy.
6. **No Partnership or Joint Venture.** Neither this Agreement, nor any terms and conditions contained herein shall be construed as creating a partnership, joint venture, franchise or agency relationship between You and Fūsus.
7. **Complete Agreement.** This Agreement contains Your entire understanding with Fūsus with respect to the subject matter and supersedes any and all prior oral or written proposals or understanding.

Products

FususONE

FususOPS

FususCORE

FususREGISTRY

FususVAULT

FususTIPS

Solutions

Overview

Educational Institutions

Retail and Corporate

Houses of Worship

Venues & Events

RTCC Forum

About

About Fusus

Resources

FAQs

Careers

Social

(844) 226-9226

info@fusus.com

Contact Us

Partner Login

Fusus UK



# Exhibit B



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

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**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s Product Integration with Fūsus**

A sole source justification exists because Axon Enterprise, Inc. is the sole force for purchasing Fūsus with the Axon Body 4 camera system.

### **Axon Digital Evidence Solution Description**

#### **Axon Body 4 Video Camera (DVR)**

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

#### **Axon Body 3 Video Camera (DVR)**

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

#### **Axon Respond**

- Live streaming with Fūsus
- Able to provide the locations of first responders (GPS)

### **Fūsus System Solution Description**

#### **The fūsusONE Platform**

- Patented "Dispatch-Directed Payload" digital media payload sharing with assigned



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- Officers for Calls for Service (Patent Number US11368586B2).
- Patented SMS-Based fūsusTIPS and fūsusALERT (Patent Number US20220076556A1) for multi-media photo, video, and text-based tip sharing from Department employees, community members, and police officers to better assess field based issues as they arise, and an iOS- and Android-based panic alert application for alert, location, and policy-based sharing of the closest available surveillance camera assets to the source of the alert.
  - Global map-based GUI of all camera locations, and organizations partnered with the Department for sharing.
  - Full Integration with Axon Body 3 and Axon Body 4 body-corn cameras (BWCs) – including capabilities unique to Fūsus for correlation of Officer location, BWC recording status, access to BWC live streaming video, user authentication and correlation to other video and alerting assets through the platform.
  - Real-time video accessibility to over 1,000 camera and camera software manufacturers, including UAV, Robot, Helicopter and other public safety video assets that may already be in use.
  - CJIS Compliant Cloud Based Management (AWS Gov Cloud).
  - Policy-Based Sharing rules engine including a complete chain of custody report of video access by user.
  - Real Time Integration with the Agency’s Computer Aided Dispatch Software (CAD) for automatic display of calls for service in relation to live and recorded video based on priority and type.
  - Apple iOS and Android App for Live and Recorded View and Sharing of Incident Video, Map Telestration for Team Incident Response and Team Movement Coordination, and a Secure Chat of Digital Media by supervisors to field-based users and groups.
  - Artificial Intelligence “Search” (rapid object-based video review), “Sentry” (real-time object-based alerting), and “Self-Serve” (behavioral AI for high-risk actions like wrong way traffic) capabilities.
  - An Operational Dashboard for monitoring secure chat channels between Agency and business community stakeholders, social media integration, local and national news channels, daily operational briefs promulgated by the Agency, and emergency and safety-related notifications.
  - fūsusOVERWATCH (patent pending) for the correlation of video cameras in relation to a single camera for high-speed pursuit monitoring via map based interface.
  - A fūsusALERT panic alerting mobile app for Department-designated community member locations for location alerting and policy-based video sharing during critical incidents.
  - fūsusNOTIFY: Mass notification capabilities for community SMS alerts.
  - fūsusANALYTICS: Crime and incident heat mapping capabilities to provide location and day of week/time of day frequency analytics over specified search periods for data-driven decision making.
  - fūsusCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets.
  - fūsusINCIDENT: Implementation of the Fūsus Situational Awareness system for bi-



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directional telestration, icon marking, floorplan room clearing, planning, and resource staging from Emergency Operation Center workstations and mobile field-based users on laptops and iOS/Android mobile devices.

- fūsusLIVELINK: Provision of Fūsus live link system which allows 911 callers to initiate a camera stream in the event of an emergency to the Department, along with a one-to-many methodology for secure and encrypted responder-group sharing during an emergency.
- fūsusLISTEN: Allows live access and playback of 911 calls to allow officers in the field to understand the content, context and nature of the 911 calls.
- fūsusINVESTIGATE: search, analyze and 911 call data, Officer and Vehicle AVL data, RMS data, video and other digital media in a specific area for investigative insights and link analysis.
- fūsusGLOBAL: aggregate and display multiple video, alert, and computer aided dispatch (CAD) vendors onto a single pane of glass to visualize regionally across multiple agencies or across a large number of security operations centers globally for situational awareness.

#### **The fūsusCORE**

- Encrypted and Secure Tunnel of User selectable video feeds from video sharing locations.
- Auto-Discovery of all cameras on a network, user selectable for sharing with the department's real-time crime interface, fūsusONE.
- On-Board Pre-Record of Alerts – store and forward methodology optimized for slower camera host networks.
- Plug and Play Setup by the video host locations, not requiring project management by the Department.
- Interoperability with Existing IP Cameras and NVRs/Servers for items such as helicopter, drone, tactical robot, license plate recognition, and fixed location video.
- Health Monitoring of video sharing sites, and exception alerts for priority video sources
- Public Safety-specific cellular interoperability, including First Net.
- Artificial Intelligence Based Search & Alert Capabilities for both public and community-owned camera sources.

#### **The fūsusCONNECT Website Portal**

- A unique web address owned by your Department for Community Camera Registry
- An intuitive map-based camera registry interface that allows camera owners to share camera location, type, and their contact information with the Department, to aid in investigations.
- A secure portal, fūsusVAULT, for sharing recorded video from witnesses with the Department and to aid in investigations.
- Aggregation of all live incident views and recorded video into a case file for export to the Department's long-term digital evidence management software (DEMS) system, including Axon's Axon Evidence (Evidence.com) services.



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SCOTTSDALE, ARIZONA 85255

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<b>SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS</b>	<b>SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS</b>
<b>Axon Enterprise, Inc.</b> <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b> <b>Phone: 480-905-2000 or 800-978-2737</b> <b>Fax: 480-991-0791</b>	<b>Axon Enterprise, Inc.</b> <b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b> <b>Phone: 480-905-2000 or 800-978-2737</b> <b>Fax: 480-991-0791</b>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner  
President  
Axon Enterprise, Inc.

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