



This Agreement is between FUSUS, LLC, a Delaware corporation ("FUSUS" or "Vendor"), and the City of Columbia, Missouri, a Missouri municipality with a principal place of business at 701 East Broadway, Columbia, MO 65205 ("City" or "Subscriber"). This Agreement is effective as of the later of the last signature date on this Agreement ("Effective Date"). FUSUS and City are each a "Party" and collectively "Parties". This Agreement governs City's purchase and use of the FUSUS Devices and Services detailed in FUSUS' Pricing Sheet ("Quote"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by City for the same FUSUS products and services in the Quote, and all such subsequent quotes accepted by City shall be also incorporated into this Agreement by reference as Quote.

WITNESSETH:

WHEREAS, City desires to purchase FUSUS Devices and Services;

WHEREAS, FUSUS is a sole-supplier video and data collaboration platform;

WHEREAS, FUSUS submitted its proposal and pricing response to meet City's needs for such services; and

WHEREAS, City wishes to purchase, and FUSUS wishes to provide services pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficient of which is hereby acknowledged), the Parties agree as follows:

This Agreement begins on the Effective Date and continues for thirty-six (36) months. City's Addenda may set forth additional terms and conditions applicable to this Agreement. In the event of a conflict between this Agreement and an Addendum, the Addendum will control to the extent necessary to resolve the conflict.

1. Initial Scope of Work: The following fūsus Enterprise Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fūsusONE™: Initial setup, access and training of users to include up to 1,500 data points and 1,500 simultaneous public/private video feeds
 - b. fūsusCORE™: Installation and setup of:
 - i. Forty-five (45) fūsusCORE Pro™ Appliances
 - ii. Five (5) fūsusCORE Elite AI™ Appliances
 - c. fūsusREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fūsusVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 10TB of videos and still images captured via the fūsusONE™ platform
 - e. fūsusOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management

- f. fūsusTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
- g. fūsusAlert™: 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
- h. fūsusANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
- i. Remote Configuration of fūsus Core(s)
- j. Integration of all current and future video feeds
- k. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: 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: FUSUS will invoice City in the amount of \$157,500.00 upon Contract Signing. City shall pay FUSUS all uncontested amounts of the invoice within thirty (30) days of receipt of a written invoice.
- b. Payment 2: FUSUS will invoice City in the amount of \$157,500.00 upon Delivery of Hardware. City shall pay FUSUS all uncontested amounts of the invoice within thirty (30) days of receipt of a written invoice.
- c. Payment 2 is conditioned upon City's acceptance of equipment after testing, and upon FUSUS' acceptable delivery of equipment and performance of Services. Provided FUSUS supplies and delivers equipment meeting specifications and performs Services in the manner set forth in the Agreement, City agrees to pay FUSUS in accordance with the terms and conditions outlined herein, which shall constitute complete compensation for all equipment and services to be rendered under this Agreement. No equipment and/or services received by City pursuant to this Agreement that are not in accordance with the specifications set forth herein shall be deemed accepted until City has had reasonable opportunity to inspect said equipment and/or services. All equipment and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. City reserves the right to return any such rejected equipment and/or services at FUSUS' expense for replacement and to specify a reasonable date by which replacements must be received. City's right to reject unacceptable equipment and/or services shall not exclude other legal, equitable, or contractual remedies City may have.
- d. Not to Exceed Amount. It is expressly understood by both Parties that in no event shall the cumulative amount of payment from City to Vendor for Services pursuant to this Agreement exceed the amount appropriated by City for that purpose. City agrees to pay FUSUS a cost not to exceed three hundred fifteen thousand dollars and zero cents (\$315,000.00).

Note: Additional fūsusCORE™ 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: \$1,000/each

- e. CORE Elite: \$4,000/each
- f. CORE Elite AI: \$5,000/each
- g. Camera Stream: \$36/each per year

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

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

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access to the fūsusONE™ Dashboard for designated users
- 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:

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.

1. Introduction:

A. Subscribers to the Terms.

The following Terms of Service Agreement (the "Terms" or the "Agreement") is a binding agreement between Fūsus LLC ("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.

(1) 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.

(2) Entity Subscribers.

If You are going to use the Solution on behalf of a public entity, business entity, corporate entity, organizational entity, or associational entity, You hereby represent to 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.

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

2. CONTENT.

A. Content Defined.

The Software contains the Solution and may contain other solutions and products and services, as well as a variety of materials and other items relating to the Solution and to 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".

B. 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.

C. 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.

3. SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.

A. Your Ownership of Subscriber-Generated Content.

Fūsus may provide a Subscriber the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Software (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, personally identifiable information, or other information or materials created by a Subscriber (collectively, "Subscriber-Generated Content"). Subject to the rights and license You grant to 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").

B. 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.

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

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

4. REPORTING INTELLECTUAL PROPERTY INFRINGEMENT.

DMCA Notice for Copyright Infringement.

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:

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

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.

B. 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

ATTN: DMCA Notice

5550 Triangle Pky, Suite 100 Peachtree Corners, GA 30092

By E-Mail:

helpdesk@fusus.com

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

Without limiting 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.

C. 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:

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

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than 10 and not more than 14 business days following receipt

of the DMCA Counter Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Software.

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

D. Reporting Infringement of Other Intellectual Property.

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

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

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.

4. YOUR ACCOUNT AT FŪSUS.

A. Registration.

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

B. Usernames and Passwords.

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

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

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.

C. Termination in the Event of Non-appropriation.

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

D. Software Access Charges.

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.

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

6. INDEMNIFICATION AND LIABILITY

A. Fūsus shall indemnify, defend and hold the Customer 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) any act or omission of Fūsus, its officers, employees, subcontractors, or agents in connection with the performance of the Services; (ii) any security breach or other breach of a covenant, representation or warranty made by Fūsus under this Contract; and (iii) use by Fūsus of any intellectual property in connection with the Services (whether such intellectual property is owned by Fūsus or a third party) or the incorporation by Fūsus of intellectual property into the Services.

7. GENERAL PROVISIONS.

A. Severability and Interpretation.

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

B. Communications.

Whenever You communicate with 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.

C. 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.

D. 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.

E. No Partnership or Joint Venture.

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

F. 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

Termination for Default. If either Party fails to perform its duties and obligations provided for herein, then that party shall be in default. The non-defaulting Party may provide notice of the default in writing with reasoning provided. If the default is not cured within ten (10) calendar days from receipt of the written notice of default, then the non-defaulting Party may terminate this Agreement in whole or in part for failure to perform by providing written notice of termination. The written notice of termination will be effective immediately upon its receipt. In such event, the defaulting Party shall be liable for all damages (including all costs and attorney's fees) arising out of or related to the default.

Termination for Convenience. City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice of termination for convenience to Fūsus. This termination goes into effect upon Vendor's receipt of written notice. 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.

6. Insurance: FUSUS will maintain General Liability, Workers' Compensation, and Automobile Liability Insurance that meet the City of Columbia, Missouri minimum standards. Upon request, FUSUS will supply certificates of insurance.

7. Notices: Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered whether by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to the City:
City of Columbia
Columbia Police Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: CHIEF

If to FUSUS:
Missouri Business Services, Inc.
9666 Olive Boulevard
Suite 690
St. Louis, MO 63132
ATTN: FUSUS

8. Contract Documents: The Contract Documents include this Agreement and City's Addendum and the following exhibits which are incorporated herein by reference.

Exhibit:

A - FUSUS' Pricing Sheet

9. Entire Agreement: This Agreement, including any Addenda and any Exhibits, represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings,

whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

CITY'S ADDENDUM TO FUSUS TERMS AND CONDITIONS


The undersigned Parties agree to amend the Terms and Conditions ("Agreement") between FUSUS ("FUSUS" or "Vendor") and City of Columbia, Missouri ("City" or "Subscriber"). The Parties further agree that this addendum modifies the Terms and Conditions attached and incorporated by reference, including any Terms and Conditions posted on Vendor's website and that notwithstanding anything stated elsewhere in this Agreement or the Vendor's Terms and Conditions that the following shall be effective:

1. The Parties agree that the Vendor is not permitted to unilaterally modify this Agreement and to further say that this Agreement may only be amended by the Parties in writing.
2. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
3. The Parties agree that notwithstanding anything stated elsewhere in this Agreement, nothing shall be construed to constitute a waiver by City of the defense of sovereign immunity and that to the extent permitted by law, the City will not indemnify Vendor.
4. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
5. City will make reasonable efforts towards Confidentiality but must at all times comply with the provisions of Chapter 610 RSMo. ("The Sunshine Law").
6. The Parties agree that notwithstanding anything stated elsewhere in this Agreement that City will not pay for attorney's fees in the event of litigation.
7. The Parties agree that the laws of Missouri will govern and that sole and exclusive jurisdiction will be in the Circuit Court of Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of *forum non conveniens*.
8. The Parties agree that this Agreement prohibits the use of harmful code, backdoor software, or any use of products, equipment, software/services prohibited by law.
9. The Parties agree that City's data shall be stored in the United States of America, and shall not be transmitted, moved, or stored to or at any location outside the United States of America.
10. This Agreement is subject to the appropriation of funds.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year herein stated.


(Seal) _____ FUSUS

By: 
Name: John Watson
Title: Vice President of Sales
Date: July 6, 2022

ATTEST:

By: _____
Secretary or Witness


Name: _____

CITY OF COLUMBIA, MISSOURI 
By: _____
De'Carlton Seewood, City Manager
Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____ 
Nancy Thompson, City Counselor / MDB

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number 11002141-506653, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Director of Finance

EXHIBIT A
FUSUS' PRICING SHEET



Columbia Police Department

Columbia Police Department
600 E. Walnut Street
Columbia, MO 65201
United States

Geoffrey Jones
Chief
geoffrey.jones@como.gov
573.874.7652

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Quote created: June 28, 2022
Quote expires: July 29, 2022
Quote created by: Jack Howard
Public Safety Advisor
jrh@fusus.com
+1 (312) 656-9635

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Enterprise Package FususONE Enterprise SaaS	FUSE-E-1- 1001	1	\$315,000.00	\$315,000.00 for 3 years
Core Pro Appliance	CORE-P- 2001	45	\$600.00	\$0.00 after \$27,000.00 discount
Core Elite AI Appliance	CORE-AI- 2001	5	\$5,000.00	\$0.00 after \$25,000.00 discount

Subtotals

One-time subtotal \$315,000.00
after \$52,000.00 discount

Total \$315,000.00

Questions? Contact me



Jack Howard
Public Safety Advisor
jrh@fusus.com
+1 (312) 656-9635

Fusus, Inc.
5550 Triangle Parkway
Peachtree Corners, Georgia 30092
United States of America