SINGLE SOURCE AWARD **BID # SS-14124-23**

Subject: FUSUSONE SAAS SERVICE AGREEMENT

Department: JACKSONVILLE SHERIFF'S OFFICE

Description of Purchase: Recommend approval to retroact the period of service from October 1, 2023 through date of award.

Reference Single Source was awarded on 5.1.23 via Purchase Order 658725-23 in the amount of $41,537.66 for Fusus Enterprise Package Software & Hardware.

Recommend approval to amend award to Fusus, Inc., to add a thirty-six (36) months FususOne Saas Service Agreement. The period of service is from date of award through September 30, 2026. The not-to-exceed expenditure is $375,000.00 ($125,000.00/year) with $125,000.00 for FY24. Total revised not-to-exceed expenditure amount is $416,437.66.

Request is also being made for the Service Agreement Proposal to be processed through the Office of General Counsel.

Funding Source: 00111.552104.546620.000000.00000000.00000.0000000 - To be processed by Purchase Order Releases.

Single Source Award To: Fusus, Inc.

Price Justification: N/A

Total Award: $416,437.66 **Requisition #:** PSSS-501822-23

Attachments: Agency Memo, Supplier Letter/Quote, Fusus Terms of Proposal/Service Agreement, Previous Award/Purchase Order

Certification as to Single Source: Mark Romano, Director of Investigation & Homeland Security

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Olive Wallace-Cohen

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

JACKSONVILLE SHERIFF'S OFFICE

T.K. Waters, Sheriff

Dedication. Service. Honor. Community.

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Mark Romano
Director of Investigations & Homeland Security

Subject: SS-14124-23 – fūsus for Fūsus Enterprise Package

Date: August 23, 2023

The Jacksonville Sheriff's Office is requesting to amend SS-14124-23 to add the thirty-six (36) month fususOne Saas service agreement. The period of service will be from October 1, 2023, through September 30, 2026. The not to exceed expenditure amount for the period is $375,000.00. The amount will be split $125,000.00 each year. The account code for FY24 is 00111.552104.546620.000000.00000000.00000. The total revised expenditure amount is $ 416,437.66. Attached is the Service Agreement Proposal and fūsus Terms of Service for your review. We are requesting that the Service Agreement Proposal be processed through the Office of General Counsel. Purchase will be via Purchase Order Agreement.

Please let me know if you need any additional information.

OFFICE OF THE SHERIFF
ORDER REQUEST FORM

Request For: Real Time Crime Center (Work Unit) | Crime Analysis (Division) | Investigations / HS (Dept.)

Requestor: Jay Ulric Duguay (Name) | 70838 (ID #) | 6300973 (Phone) | 5/10/2023 (Date)

Deliver To Location: Real Time Crime Center, 501 E Bay Street, Jacksonville FL

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	fūsusOne™ SaaS thirty-six (36) month service agreement		0	$0	$ -
2	1 year service agreement starting 10/1/2023		1	$125,000	125,000.00
3	w/option to renew 1 year service agreement starting 10/1/2024		1	$125,000	125,000.00
4	w/option to renew 1 year service agreement starting 10/1/2025		1	$125,000	125,000.00
5				-	
6				-	
7				-	
8				-	
9				-	
10				-	
11				-	
12				-	
13				-	
14					
15					
				TOTAL REQUEST	$ 375,000.00

RECEIVED 2023 SEP 29 AM 9:55 OFFICE OF THE SHERIFF BUDGET & FMT DIV.

Suggested Vendor: Fūsus, Inc. COJ Supplier Number 38084 | Vendor Phone: (844) 226-9226

Vendor Address / E-mail: 5550 Triangle Parkway Ste 100, Peachtree Corners, GA 30092 / www.fusus.com

☐ Proprietary
☑ Sole Source

If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund *

* Enter name and # of Grant or Trust Fund

Justification / Repetitive Request Authorization / Notes:

Optional thirty-six (36) month service agreement, payment by year for continued service of fūsus™ Enterprise Package software and associated hardware, product initially purchase order number 658725-23. The first twelve (12) months of coverage for October 1, 2023 - September 30, 2024. With the option to continue the service agreement for a second and third twelve-month period. The second twelve (12) months option is to cover October 1, 2024 - September 30, 2025, and the third is to begin October 1, 2025 - September 30, 2026 — the charge of $125,000/year remains the same for the period of the contract, with a total thirty-six (36) months cost of $375,000.

Approvals:

1. Jay Ulric Duguay — Signature: Jay Ulric Duguay #70838 — ID #: 70838 — Date: 5/10/2023
2. Catherine Clark — Signature: Catherine Clark #65913 — ID #: 65913 — Date: 5/10/2023
3. Mark Romano — Signature: M.G. Rom 7527 — ID #: 7527 — Date: 05/10/2023
4. Shawn Coarsey — Signature: SR C 6957 — ID #: 6957 — Date: 5/10/23

Required approval level (per General Order 54):
$0 to $2,500 - Assistant Chief or higher
$2,501 to $5,000 - Chief or higher
$5,001 or more - Director or higher

Budget Office Use Only
Index ____ Subobject ____
Analyst ____ Date ____

P-1532 Rev 12/2011

fūsus

May 9, 2023

Sheriff T.K. Waters
Jacksonville Sheriff's Office
501 East Bay Street
Jacksonville, FL 32202

Subject: Service Agreement Proposal

Dear Sheriff Waters,

Fūsus is honored that the Jacksonville Sheriff's Office is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fūsus 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 be an extension of the original Service Agreement from Purchase Order Number 658725-23 and continue for thirty-six (36) months.

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 public/private video feeds
    b. fūsusCORE™: Installation and setup of fūsusCORE™ Appliances less the quantity installed from the original purchase under PO #658725-23:
        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. fūsusNOTIFY™: Implementation of our SMS text service that provides text notifications to community members
    h. 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
    i. fūsusANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
    j. fūsusCONNECT Call-Out: Three (3) months fūsus call-out to businesses within the jurisdiction to assist with camera registration and integration

k. fūsusCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
l. fūsusINCIDENT™: Implementation of the Fūsus Situational Awareness system for bi-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
m. fūsusLIVELINK™: Provision of a 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
n. fūsusOVERWATCH: Allows users the ability to track vehicles and people from one camera to another
o. Remote Configuration of fūsus Core(s)
p. Integration of all current and future video feeds
q. 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 October 1, 2023	**$125,000**
b.	**Payment 2:** Option to Renew Due October 1, 2024	**$125,000**
c.	**Payment 3:** Option to Renew, Due October 1, 2025	**$125,000**

Invoices for payments 1, 2 and 3 will be sent 60 days prior to their respective due dates.

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.	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 fūsusOPS 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 per viewed camera for live video sharing through the system.

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.fusus.com/fusus-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 (765) 237-1769 or email me at jdw@fūsus.com.

Respectfully,

John Watson
Vice President of Sales

Approved (Signature): _____

By (Print Name/Title): _____ Date _____

fūsus

smash silos. fuse communities.

January 9, 2023

Sheriff T.K. Waters
Jacksonville Sheriff's Office
501 East Bay Street
Jacksonville, FL 32202

Dear Sheriff Waters:

Fusus is the only manufacturer that builds a common operating platform that does not require a complete replacement of video cameras, recorders, servers, or network equipment at video transmitting locations. As such, the solution is robust yet fast and cost efficient to deploy and requires minimal supervision on the part of the Department.

FususONE, the Company's flagship enterprise software management system, is the only platform of its kind on the market and there are no comparable market alternatives that meet the specifications set forth in this letter. Accordingly, the product has met the criteria set by every Nationwide Department under contract with Fusus for a sole source procurement methodology.

Referenced in this letter are the components of the Fusus ecosystem. These are: (1) fususONE™, the Real-Time Video and Incident Management Platform, (2) fususCORE™, the appliance used for video sharing, and (3) fususREGISTRY™, the community facing portal for live and recorded video sharing to aid in response and investigations.

The fususONE™ platform offers the following unique capabilities to your Department:

- Global map-based GUI of all camera locations, and organizations partnered with the Department for sharing.
- Full Integration with Axon Body 3™ Body-Worn Cameras (BWCs) – including capabilities unique to Fusus 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 your Department'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
- Patented "Dispatch-Directed Payload" digital media payload sharing with assigned Officers for Calls for Service (Patent Number US11368586B2)
- Apple iOS and Android Interoperability for Live 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) capabilities
- An Operational Dashboard for monitoring secure chat channels between your and business community stakeholders, social media integration, local and national news channels, daily operational briefs promulgated by the Department, and emergency and safety-related notifications

- A fususALERT™ panic alerting mobile app for Department-designated community member locations for location alerting and policy-based video sharing during critical incidents
- fususNOTIFY™ mass notification capabilities for community SMS alerts
- fususANALYTICS™: 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.

The fususCORE™ offers the following unique capabilities to your Department:

- 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, fususONE
- 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 fususREGISTRY™ portal offers the following unique capabilities to your Department:

- 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, fususVAULT™, for sharing recorded video from witnesses with the Department and to aid in investigations, plus an SMS Text based (non-APP based) video and photo sharing capability, fususTIPS™
- 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.

This letter documents that the Fusus is the sole entity with the authority, access, and ability to provide enhancements, upgrades, and warranty support for its hardware and software products.

Please contact me at (404) 925-5532 should you have any questions with regard to our products and services.

Sincerely,

Anthony Baldoni

Anthony Baldoni
Chief Operating Officer
Fusus, Inc.

cc. CTO, CFO, CEO, Fusus Legal

Fusus Terms of Service

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 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 governYour 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 theseTerms.

(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 Youare 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" ofthe 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 allof the following:

(1) a subject line that says: "DMCA Copyright Infringement Notice"; and

(2) a description of the copyrighted work that You claim has been infringed or, if multiple copyrighted worksare covered by a single notification, a representative list of such works; and

(3) a description of the location of the infringing material on the Software; and

(4) Your full name, address, telephone number, and e-mail address; and

(5) a statement by You that You have a good faith belief that use of the allegedly infringing material in themanner complained of is not authorized by the copyright owner; and

(6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, andthat You are the copyright owner (or, if You are not the copyright owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,

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

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 theallegedly 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 resultof 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 thelocation 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 wasremoved 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 UnitedStates 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 asYour 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 materialon the Software. You should also be aware that we may forward the DMCA Counter-Notification to the partywho 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

(3) property if multiple works have been infringed; and a description of the location of the infringing material on the Software; and

(4) Your full name, address, telephone number, and e-mail address; and

(5) a statement by You that You have a good faith belief that use of the allegedly infringing material in themanner complained of is not authorized by the owner; and

(6) a statement by You, made under penalty of perjury, that all the information in Your notice is accurate, andthat You are the owner (or, if You are not the owner, then Your statement must indicate that You are authorized to act on the behalf of the owner); and,

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

Fūsus will act on such notices in its sole discretion. Any User of the Software that fails to respond satisfactorilyto Fūsus with regard to any such notice is subject to suspension or termination. We may send the informationthat 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 otherright 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, orany 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 changethe 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.

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

You understand and agree that Your use of any Internet Access Device and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by You to access the Software ("Third-Party Components") are the sole and exclusive responsibility of You, including all costs of Your use of such Third-Party Components, and that Fūsus has no responsibility for such third- party components, services, or Your relationships with such third parties. You agree that You shall at all timescomply 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.

F. Wireless Features

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

Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You shouldcheck 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.

G. 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 Fusus Technical Support via phone at: (844) 226-9226 ext. 2 or via email at: helpdesk@fusus.com. Fusus will make every effort in all circumstances to respond to Subscriber technical support inquiries in a timely fashion. For after-hours support requests, Subscriber shall notify Fusus of the priority of their request when it is submitted. The priority shall determine the guaranteed response time as detailed below:

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

(2) Priority 2 – Technical concerns impacting multiple users, non-critical/major events. Fūsus to return customer's call or email within 24 hours.

(3) Priority 3 – Technical concerns impacting a single user, non-critical/major events. Fūsus to return customer's call or email within 1 business day.

5. YOUR GENERAL REPRESENTATIONS AND WARRANTIES.

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

(1) You have the necessary authority to enter into this Agreement; and

(2) If You are an individual, You are over the age of eighteen; and

(3) You shall cooperate with all of the instructions, rules, and procedures that apply to Your Fūsus Account;

(4) You have provided and will continue to provide true, accurate, current, and complete Accountregistration information; and

(5) You will respect and abide by all of Your obligations under this Agreement, and You will performYour 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 theseTerms,

and You understand, acknowledge, and agree that You are entirely responsible for such complianceby 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 Softwareand 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 fususCORE™ 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 fususCORE™ appliances and peripherals, are warranted for one (1) year from the original date of shipment to Subscriber or its authorized reseller. Extended annual warranty periods purchased by Subscriber for coverage after the first year must be purchased prior to the original shipment of hardware to be considered valid. All warrantied 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 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 theinvalidity 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 thisAgreement 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 underthese 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.

ADMINISTRATIVE AWARD
BID No.: PO-658725-23 (SS-14124-23)

DESCRIPTION OF GOODS/SERVICES:
Recommend approval for Office of General Counsel to review and execute the attached service agreement between Jacksonville Sheriff's Office and Fusus, Inc. to procure software and hardware subscription package.

FUNDING SOURCE: 00111.552104.546620.000000.00000000.00000

FOR AGENCY/DEPARTMENT: Jacksonville Sheriff's Office

REQUISITION NUMBER: N/A

NUMBER FIRMS SOLICITED: 0 **NUMBER FIRMS BIDDING:** 0

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION: N/A

RECOMMEND AWARD TO: Fusus, Inc.

CONCURRENCE BY: William Clements, Chief of Budget

PRICE: $41,437.66 **TERMS: Net 30**

REASON FOR NOT ACCEPTING LOW BID: N/A

Purchasing Analyst/Buyer
5/18/2023
Date

Manager of Purchasing Services
5/18/23
Date

APPROVAL:

For **Dustin Freeman, Chief, Procurement Division** 5-18-2023 **Date**

Single Source Purchase Order 658725-23

Purchase Order	658725-23
Order Date	01-MAY-2023
Change Order	0
Change Order Date	01-MAY-2023
Revision	0
Ordered	41,537.66 USD
Requisition Number	PSSS-500993-23
Solicitation Number	SS-14124-23
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Fusus, Inc.
5550 Triangle Parkway, Suite 100
uite 100
PEACHTREE CORNERS, GA 30092

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Police Memorial Building
501 East Bay Street
JACKSONVILLE, FL 32202 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
38084	Net 30	Freight Prepaid	FOB Destination	Best Way

Buyer
Pearl Mitchell
Email: **pearlm@coj.net**
Phone: **904-2558812**

Deliver To Contact
Jay Duguay
E-mail: **jay.duguay@jaxsheriff.org**

Attachments

Type	File Name or URL	Title	Description
File	single source 50099323 fuscus.pdf	single source 50099323 fuscus.	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Fusus Enterprise Package Software & Hardware 00111 552104 546620 000000 00000000 00000 0000000	41,537.66				

Ship To
Police Memorial Building
501 East Bay Street
JACKSONVILLE, FL 32202

Promised

Requested
4/13/23

41,537.66

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total 41,537.66