

Contract Amendment Abstract

A Matter #:A-48032

Contract Amendment Information

Contract Title: Community Safety Video Integration Service

Amendment Summary: Amend clause 3.1 Contract Term to extend to 60 months, Amend Clause 4.1 Contract value to add \$525,000.00 for a revised total of \$774,900.00 due to the added 33 months, Insert Preemptive language clause as clause 5.4, Remove and replace Exhibit A-Proposal and Pricing to include specific facial recognition software and Artificial Intelligence tools language, and remove and replace Exhibit D-Fusus Terms of service due to the modification of section B.

Contract Number: 6518701 Amendment Number: 4 Request Number: A2025019Type of Contract: Multi-Year Contract **Requires Council Legislation:** Yes**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No**Sexual Harassment Training Required** (per BL2018-1281): YesContract Start Date: 09/27/2022 Contract Expiration Date: 09/26/2027 Contract Term: 60 MonthsPrevious Estimated Contract Life Value: \$249,900.00Amendment Value: \$525,000.00Fund: 10101*New Estimated Contract Life Value: \$774,900.00BU: 31160110*

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole SourceProcurement Staff: John Stewart BAO Staff: Christopher WoodProcuring Department: Police Department(s) Served: Police

Prime Contractor Information

Prime Contracting Firm: Fusus, LLC ISN#: 1010345Address: 17800 N 85th St. City: Scottsdale State: AZ Zip: 85255Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)Prime Company Contact: Jeff Goolsby Email Address: jgoolsby@axon.com Phone #: 480-861-0624**Prime Contractor Signatory:** Chris Lindenau **Email Address:** clindenau@axon.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: N/AAmount: N/APercent, if applicable: N/A*Equal Business Opportunity Program:*Program Not ApplicableMBE Amount: N/AMBE Percent, if applicable: N/AWBE Amount: N/AWBE Percent, if applicable: N/A*Federal Disadvantaged Business Enterprise:*NoAmount: N/APercent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 4 TO CONTRACT NUMBER 6518701
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND FUSUS, LLC**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and FUSUS, LLC located in Scottsdale, AZ.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated September 27, 2022, Metro Contract numbered 6518701, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend Clause 3.1 Contract Term to extend to 60 months. Revised clause shall read as follows:

"The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office."

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office."

2. Amend Clause 4.1 Contract value to add \$525,000.00 for a revised total of \$774,900.00 due to the added 34 months. Revised clause shall read as follows:

"This Contract has an estimated value of \$774,900.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

3. Insert Preemptive language clause as clause 5.4. Inserted clause shall read as follows:

"Should any change in applicable law, including but not limited to federal or state statute, regulation, ordinance, executive order, or directive, permit the use of FUSUS data, programs, or other capabilities in a manner not specifically authorized by the Metropolitan Council under the Agreement and applicable ordinances and policies in place on the date of execution, and upon a finding by the Metro Nashville Police Department or Metropolitan Department of Law, or a vote of the Metropolitan Council, that such action has occurred, the Contract shall be terminated immediately with prior prompt written



notice to Axon. Upon notice of such termination, Axon will remove all access to FUSUS data and any data recovery or transfer right available to Customer shall be waived.”

4. Remove and replace Exhibit A-Proposal and Pricing to include specific language stating Metro will not use facial recognition software or Artificial Intelligence tools as part of the full scope.
5. Remove and replace Exhibit D-Fusus Terms of Service to reflect the modification of section B.

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 6518701
Amendment Number 4

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Chief of Police John Drake SM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Dennis Rowland JLR
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbornal kt
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Cynthia Gross B
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

Axon Enterprise, Inc.
Company Name

Robert Driscoll
Signature of Company’s Contracting Officer

Robert Driscoll
Officer’s Name

Deputy General Counsel
Officer’s Title

EXHIBIT A – PROPOSAL AND PRICING

The fūsus™ platform will provide the Department with an award-winning public and private video sharing and data integration platform designed to expedite intelligence gathering and provide greater efficiency of response to critical incidents and criminal investigations. The platform also provides a community-facing web portal for private video camera registration to rapidly identify the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and images from both public and private camera owners.

Upon execution of this agreement, the project will initiate and consist of the following:

Thirty-Day Proof of Concept:

- a. Provide and install:
 - i. Eight fūsusCORE™ Pro Appliances for Private Sector Adoption
 - ii. One (1) fūsusCORE AI™ Appliance for Police Video Assets
- b. Motorola PremierOne CAD Integration
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Provide access to software and training of users

At the conclusion of the thirty (30) days, and with customer approval (Written Notice to Proceed), full deployment will begin.

This Service Agreement Proposal will become effective upon signing and continue for twelve (12) months with the option to renew four (4) additional years.

1. Limited Scope of Work for Year-2 Subscription Terms as.
 - a. For Year 2; The price reduction reflects the deactivation of both the private real-time video sharing service and the video live streaming from existing Metro-owned cameras.
 - b. The data integrations included for Year 2 is limited to;
 - i. Computer Aided Dispatch (CAD) Calls for Service;
 - ii. Automated Vehicle Location (AVL) Police Vehicle Location Services;
 - iii. fūsusREGISTRY™: private camera registry information, provided by the public, to rapidly identify the location of cameras in proximity to incidents for investigations.
2. Full Scope of Work: The following fūsus Enterprise Package software and associated hardware will be delivered and installed as part of this agreement. Full Scope of Work does not apply to Year-2.
 - a. fūsusONE™: Initial setup, access and training of users to include up to 3,000 data points and 1,500 simultaneous public/private video feeds
 - b. fūsusCORE™: Installation and setup of remaining fūsusCORE™ Appliances less the quantity installed in proof of concept:
 - i. For City-Owned Video Assets: Eight (8) fūsusCORE Elite AI™ Appliances
 - ii. For Community-Owned Video Assets: Thirty (30) fūsusCORE Pro™ Appliances and Twenty (20) fūsusCORE Lite Extended™ 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 all videos and still images captured via the fūsusONE™ platform
 - e. fūsusOPS™: Implementation of the iOS/Android compatible 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

EXHIBIT A – PROPOSAL AND PRICING

- 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. Installation of all necessary hardware
- 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

Note: Metro will not use facial recognition software or Artificial Intelligence tools as part of the scope of this agreement at any point during the life of the agreement.

3. Within 90 days of a successful Proof of Concept, fūsus will implement the following:
 - a. fūsus will implement granular security control over the following assets in the application. These security controls will be available to be utilized with synchronized Active Directory groups.
 - i. Camera Access (including map views)
 - ii. Camera Grid Views
 - b. fūsus will implement the ability to control a PTZ camera through the Milestone ONVIF bridge. This functionality will use the ONVIF platform for passing the PTZ commands to cameras regardless of camera brand.
 - c. fūsus will work with MNPd to develop and implement a filtering mechanism for CAD Events. The filtering mechanism should be available at the user level and configurable based on CAD incident data fields.

4. **Payment and Subscription Terms:**

- | | |
|---|------------------|
| a. Payment 1: Due Upon Delivery of Hardware: | \$125,000 |
| b. Payment 2: Due Upon Completion of Implementation and Training: | \$50,000 |
| c. Optional Payment 3: Due Upon 1 st Anniversary of Contract Signing | \$74,900 |
| See limited scope for Year 2 subscription terms in Section 1. | |
| d. Conditional Payments 4 through 6 (Years 3-5) are contingent on Metro Council approval and for the full scope of work as defined in Section 2; | |
| i. Conditional Payment 4: Due Upon 2 nd Anniversary of Contract Signing | \$175,000 |
| ii. Conditional Payment 5: Due Upon 3 rd Anniversary of Contract Signing | \$175,000 |
| iii. Conditional Payment 6: Due Upon 4 th Anniversary of Contract Signing | \$175,000 |

Note: Additional fūsusCORE™ appliances may be purchased as outlined in attached addendum.

5. **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

EXHIBIT A – PROPOSAL AND PRICING

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users to fūsusONE™ – Enterprise 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

6. 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.

EXHIBIT A – PROPOSAL AND PRICING

Addendum

ADDITIONAL CORE DEVICES	STORAGE	CAMERAS (Up To)	ARCHIVING (Up To)	MSRP
FususCORE Lite	512GB SDXC	4	2 Days	\$200
FususCORE Lite Extended	1TB SDXC	4	4 Days	\$300
FususCORE Pro	4TB HDD	25	4 Days	\$600
FususCORE Pro Extended	18TB HDD	25	30 Days	\$1,000
FususCORE Elite	36TB HDD	180	4 Days	\$4,000
FususCORE Elite AI	36TB HDD	50	11 Days	\$5,000
Additional 500 Camera SaaS				\$18,000/year
Private & Confidential.				

Exhibit D - Fusus Terms of Service

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

1. Introduction:

A. Subscribers to the Terms.

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

(1) Individual Subscribers.

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

(2) Entity Subscribers.

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

B. Updates to the Terms.

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

Software after the posting of any Updates to these Terms constitutes Your binding acceptance of such changes. You acknowledge and agree that it is Your responsibility to ensure that You are current and up-to-date in Your understanding of and compliance with these Terms, notwithstanding whether or not 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, and terms in the Master Agreement 6518701, the Master Agreement 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

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

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

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

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

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

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.

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 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.

F. Wireless Features.

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

Your pre-paid balance. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with Your carrier or wireless Internet Access Device. You should check with Your carrier to find out what plans are available and how much they cost. Contact Your carrier directly with questions regarding these issues. You understand and acknowledge that 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 Fūsus Technical Support via phone at: (844) 226-9226 ext. 2 or via email at: helpdesk@fusus.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:

- (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 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 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 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 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. 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.

D. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): 8662837122	FAX (A/C. No.): (800) 363-0105
INSURED FUSUS, LLC 5550 Triangle Pkwy NW #100 Peachtree Corners GA 30092 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: Nutmeg Insurance Co	39608
	INSURER C: National Casualty Company	11991
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570108126539 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
C	X	COMMERCIAL GENERAL LIABILITY			NGO0001274 SIR applies per policy terms & conditions	08/01/2024	08/01/2025	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	X	see Prod Liab info att'd						MED EXP (Any one person)	\$50,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
		POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
		OTHER: Xc1 Prod/Comp Ops						PRODUCTS - COMP/OP AGG	Excluded
								Per Occ SIR	\$1,000,000
A		AUTOMOBILE LIABILITY			59UENFN6060	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	
		OWNED AUTOS ONLY	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
		HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	
C	X	UMBRELLA LIAB			UNO0000235	08/01/2024	08/01/2025	EACH OCCURRENCE	\$9,000,000
		EXCESS LIAB						AGGREGATE	\$9,000,000
		DED ☒ RETENTION \$10,000							
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			59WEAC056D	08/01/2024	08/01/2025	X PER STATUTE	OTH-ER
		ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)	☒ Y / ☐ N	N/A				E.L. EACH ACCIDENT	\$1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
								E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability, Workers' Compensation and Products/Completed Operations policies.

CERTIFICATE HOLDER	CANCELLATION
Purchasing Agent Metropolitan Government of Nashville and Davidson County, Metro Courthouse 1 Public Square Nashville TN 37201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Aon Risk Insurance Services West, Inc.

Holder Identifier :

570108126539

Certificate No :



AGENCY CUSTOMER ID: 570000007117
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED FUSUS, LLC	
POLICY NUMBER See Certificate Numbe 570108126539			
CARRIER See Certificate Numbe 570108126539	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 25	FORM TITLE: Certificate of Liability Insurance
Workers Compensation Coverage	
• Hartford Fire Insurance Company • AL, OK, UT, VT • Nutmeg Insurance Company • AZ, IL, MI • Twin City Fire Insurance Company • AR, CT, DE, FL, ID, IN, IA, KS, KY, LA, ME, MA, MN, MS, MT,NE, NH, NM, ND, OH, RI, SC, SD, TN, TX, WA, WV, WI,WY • Sentinel Insurance Company Ltd. • CA, GA, MD, NY, OR, PA, VA, • Hartford Insurance Company of the Southeast • CO • Property and Casualty Insurance Company of Hartford • DC • Hartford Underwriters Insurance Company • HI, NJ, MO • Hartford Accident and Indemnity Company NC, NV	



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED FUSUS, LLC	
POLICY NUMBER See Certificate Numbe 570108126539		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570108126539	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
8/1/2024 - 8/1/2025:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
\$10,000,000 Each Occurrence Limit
\$10,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED FUSUS, LLC 5550 Triangle Pkwy NW #100 Peachtree Corners GA 30092 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: AIG Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570108126589 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown as requested									
INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	
	☐	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
								MED EXP (Any one person)	
								PERSONAL & ADV INJURY	
								GENERAL AGGREGATE	
								PRODUCTS - COMP/OP AGG	
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	☐	POLICY ☐ PRO-JECT ☐ LOC							
		OTHER:							
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	
	☐	ANY AUTO						BODILY INJURY (Per person)	
	☐	OWNED AUTOS ONLY	☐	SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	☐	HIRED AUTOS ONLY	☐	NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB							EACH OCCURRENCE	
	☐	EXCESS LIAB	☐	CLAIMS-MADE				AGGREGATE	
	☐	DED	☐	RETENTION					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE	OTH-ER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH)		☐	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE-EA EMPLOYEE	
								E.L. DISEASE-POLICY LIMIT	
A	E&O - Technology				014362782 Cyber/E&O-Tech SIR applies per policy terms & conditions	08/01/2024	08/01/2025	Security/Privacy Li SIR Policy Limit	\$5,000,000 \$1,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Cyber/Tech E&O policy.

CERTIFICATE HOLDER	CANCELLATION
Purchasing Agent Metropolitan Government of Nashville and Davidson County, Metro Courthouse 1 Public Square Nashville TN 37201 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Aon Risk Insurance Services West, Inc.

Holder Identifier :

570108126589

Certificate No :



**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**

CA #: A2025019Date Received: Aug. 26, 2024

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Community Safety Video Integration Service Contract Number: 6518701 Amendment Number: 3Requesting Department: Police Requesting Departmental Contact (Name & #): John Singleton 615-862-7702Contractor's Business Name: Fusus, LLC.Name of Contract Signatory: Jeff GoolsbyContract Signatory Email Address: jgoolsby@axon.comAddress: 17800 N 85th St. City: Scottsdale ST: AZ Zip: 85255**Revision Accomplishes: Check all that apply**

☒ Term Extension	New End Date: <u>9/26/2027</u>	Include revised schedule if necessary
☒ Contract Value Increase	Original Contract Amount \$175,000 Previously Executed Amendment(s) Amount 74,900 Current Amendment Amount \$525,000 Amendment % Increase 210% Proposed Revised Contract Amount \$774,900	Include revised fee schedules, budget, and total contract value as appropriate
☐ Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
☐ Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
☐ Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:BU Number: 31160110 Fund #: 10101 Any Other Accounting Info:

Procurement will route in DocuSign for signatures below

Department Requester JSJohn Drake

Requesting Department Director's Signature of Approval

8/27/2024 | 7:24 AM CDT

Date



Amendment Request Signature Form

Amendment Number	A2025019
Date Received	Aug. 26, 2024

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

8/29/2024 | 8:00 AM CDT

Date Signed



Fusus, LLC. Contract Amendment #3 Request

Information

Contract: 6518701

Original Contract Value: \$ 175,000

Previous Executed Amendment: 74,000

Additional Amount Requested: \$ 525,000

Proposed Contract Value: \$ 774,900

Contract Value Increase Justification

This amendment will extend the contract to 5-years and will add the contract value necessary for annual software licensing costs to the end of the 5-year contract.

This contract was originally executed as a one-year term to provide the opportunity to evaluate the software system for effectiveness within the first year. Year 2 was reduced in scope after consultation with Metro Legal regarding compliance with Metro Ordinances. In year 3 through year 5, we are seeking full scope of services. In year 1, the software system was proven to successfully provide community safety video integration services by providing a cost-effective solution for members of the public to share their externally facing camera feeds with Metro Police if they so choose. The system has further demonstrated successful integration with other police data and resources to provide greater efficiency of police response to critical incidents and criminal investigations.

Amendment Request Review

Reviewed By:	Terri Ray	Department:	Police
Contract #:	6518701	Unique ID No.	A2025019
Contractor Name:	Fusus, LLC	Contract Description:	Community Safety Video Integration Service
Amendment No:	3	Amendment Amount:	\$525,000.00
Recommendation:	Approve		

Review:

Amendment 3 for Contract 6518701 for estimated value increase of \$525,000.00 for a revised estimated amount of \$774,900.

- Request modifies the scope of service within the contract if council approves as part of the public hearing process.
- Request extends the term of the contract.

Based on the above, amendment is recommended