

STATE OF NORTH CAROLINA

AGREEMENT

FORSYTH COUNTY

THIS AGREEMENT, made and effective this 16th day of October, 2023, by and between Forsyth County, North Carolina (the "County") on behalf of the Forsyth County Sheriff's Office (the "Sheriff's Office"), and Fusus, LLC (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County and the Provider hereby agree as follows:

1. Services. Provider shall provide AI appliance and video collaboration platform services, and perform such services as set forth in Attachment A, attached hereto.

The following documents, attached hereto, are incorporated herein:

Attachment 1 labeled Addendum to Agreement Using Federal Funding
Attachment A FUSUS proposal, labeled 5-year deal cost option
Attachment B labeled Insurance requirements
Attachment C Fusus Terms of Service

2. Term. The services of the Provider shall begin effective October 16, 2023, and end October 15, 2028, provided that the County shall have the right to terminate this Agreement, without cause, upon 30 days' notice in writing to the other party, or upon 7 days written notice if the Provider breaches the Agreement.

3. Compensation. As full compensation for the Provider's services, the County agrees to pay the Provider:

- a) \$115,000 for the one-year period beginning October 16, 2023,
- b) \$125,000 for the one-year period beginning October 16, 2024,
- c) \$135,000 for the one-year period beginning October 16, 2025,
- d) \$145,000 for the one-year period beginning October 16, 2026 and
- e) \$145,000 for the one-year period beginning October 16, 2027

The Provider shall bill the County and the County shall pay all such bills within the following 15 days provided all elements of the Agreement are satisfactorily met. Total payments under this contract are not to exceed \$665,000 (excluding tax). Within 30 days of written notice by the County, the Provider shall reimburse the County for any amounts paid for services that the Provider did not perform in accordance with the terms of this agreement or applicable law, or the County may offset such amounts from any amount otherwise owed the Provider.

4. Independent Contractor. The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Provider shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County. The Provider has no authority to enter into contracts or agreements on behalf of the County. The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing. The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

5. Indemnification. The Provider agrees to indemnify, defend, and hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider relating to this Agreement or services provided pursuant to it.

6. Insurance. The Provider shall maintain, at its sole expense, insurance coverage as required by the Forsyth County Risk Manager.

7. County Property. Provider agrees that it shall be responsible for the proper custody and care of any property furnished to it by the County for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. Any information, data, documents, studies, or reports given to or prepared or assembled by the Provider under this Agreement shall be kept confidential and not divulged or made available to any individual or organization without prior written approval of the County.

8. Notice. All notices permitted or required to be given by one party to the other party shall be addressed and delivered in writing as follows:

For the County:

Randy C. Hunsucker, Department Business Manager
301 N. Church St. / Winston-Salem, NC 27101
business@fcsso.us

For the Provider:

Austin DeClercq, Customer Success Manager
atd@fusus.com
Mobile: +1 (616) 446-8675

Help Desk: +1 844-226-9226 (Option #2)

9. Assignment. The Provider may not assign its obligations under this Agreement unless it has received prior written approval from the County, which may be withheld at the sole discretion of the County.

10. Waiver. No action or failure to act by the County shall constitute a waiver of any of its rights or remedies or as approval or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

11. Governing Law. This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply. The venue for any legal proceeding shall be in Forsyth County, North Carolina.

12. Nonappropriation. Notwithstanding anything to the contrary herein, in the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the County 30 days after written notice of the unavailability and non-appropriation of public funds. In the event of a change in the County's statutory authority, mandate, or mandated functions by state or federal legislative or regulatory actions, which adversely affects the County's authority or duty to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to the County 30 days after written notice of such limitation or change in the County's legal authority or duty.

13. Survival of Provisions. All obligations arising prior to termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and termination of this Agreement.


14. Modification. This Agreement may only be modified in writing and signed by both the Provider and by the County Manager or other authorized County official.

15. Conflict with Attachments. In the event of any conflict between the provisions in this Agreement and any provisions in an attachment thereto, the provisions in this Agreement shall take precedence over any provision in an attachment.

16. Miscellaneous. The Provider shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. Provider hereby certifies that it is not

on the North Carolina State Treasurer's lists of persons engaging in business activities in Iran or boycotting Israel, prepared pursuant to NCGS §§ 147-86.58 or 147-86.81, nor will Provider utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the County and the Provider and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

IN WITNESS WHEREOF, the authorized officials of the County and the Provider have set their hands and seals as of the day and year first above written.


(SEAL) DocuSigned by:


FORSYTH COUNTY, NORTH CAROLINA

DocuSigned by:
J. Dudley Watts, Jr
1C86119959C74AB...
By: J. Dudley Watts, Jr, County Manager
10/25/2023
Date: _____

ATTEST: DocuSigned by:
Ashleigh B. Matthews
AA0210ACEF10460...
Ashleigh B. Matthews, Clerk to the Board
10/26/2023
Date: _____

Approved As To Form

SEP 06 2023
By 
Forsyth County Sheriff's Office

PROVIDER: Fusus, LLC

(SEAL) DocuSigned by:
Elizabeth Heintzman
F6B1344A2E7546D...
By: Elizabeth Heintzman
Printed Name: Elizabeth Heintzman
Title: Vice President of Customer Success
Date: 9/5/2023

Attachment 1

Addendum to Agreement using Federal Funding

1. Equal Opportunity. The Provider shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (if applicable to this Contract). The Provider hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the Provider hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

2. Suspension and Debarment. (applies to all purchases.) (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Provider is required to verify that none of Provider's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

(B) The Provider must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by Forsyth County. If it is later determined that the Provider did not comply with 2 CFR pt. 180, subpart C and

2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Provider agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) The Provider certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Provider shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

For contract amounts over \$100,000, the Provider must sign the certification on the last page of this addendum*

4. Access to Records. (applies to all purchases.) (A) The Provider agrees to provide Forsyth County, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Provider agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Provider agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and

3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

(A) The Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Provider agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to Forsyth County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) The Provider agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

The Provider is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

9. Buy USA - Domestic Preference for certain procurements using federal funds. The Provider should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must

be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials) (A) In the performance of this contract, the Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(C) The Provider also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Provider is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Provider is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

14. Drug-Free Workplace. The Provider certifies that it will provide a drug-free workplace.

15. Environmental Tobacco Smoke. The Provider certifies that it complies with Public Law 103-227, Title X, Part C, Environmental Tobacco Smoke.

- This form is required only for contract amounts of more than \$100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Provider certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Provider understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:

F6B1344A2E7546D...
Signature of Provider's authorized official

Date: 9/6/2023

Elizabeth Heintzman

(Print name of person signing above)

Vice President of Customer Success

(Print title of person signing above)



fusus

Attachment A



**FUSUS RESPONSE TO FORSYTH COUNTY RTIC ENTERPRISE SOLUTION RFP2449
REAL-TIME CRIME CENTER (RTCC) SITUATIONAL AWARENESS TOOL SOFTWARE APPLICATION**

DOCUMENT DATE: SEPTEMBER 1, 2023



Fusus Response to Real Time Intelligence Center Enterprise Solution RFP2449
Real-Time Crime Center (RTCC) Situational Awareness Tool Software Application

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Letter Of Submittal

September 1, 2023

Russell Frye
City of Winston Salem
County of Forsyth, NC

Dear Mr. Frye

We are pleased to respond to Real Time Intelligence Center Enterprise Solution RFP2449 and feel privileged to have this opportunity to work together.

Offeror Details:

Name: Fusus Inc.
Address: 5550 Triangle Parkway, Suite 100, Peachtree Corners, Georgia 30092, USA
Phone: +1 (844) 226 9226

Established: 2019

Fusus Contract Obligations & Negotiations: Elizabeth Heintzman & Austin DeClercq, Vice President of Customer Success & Customer Success Manager
Contact: ech@fusus.com +1 (402) 840 - 8525 & atd@fusus.com +1 (616) 446 - 8675

Fusus RFP Response Clarification: Sahil Merchant, Chief Strategy Officer
Contact: snm@fusus.com | +1 (612) 481-1917

Company Profile:

Fusus is the most widely used & trusted Real-Time Crime Center platform in U.S. Law Enforcement. The Fusus Platform is an open ecosystem that integrates and enhances all public safety and investigations assets. It can integrate with any data source, pull in public & private video feeds, enable video sources with artificial intelligence, integrate ALPR, bodycam, drone & aircraft feeds, and do it all by utilizing & unifying existing equipment. The Fusus platform is affordable and scalable for agencies of every size and budget. It enables law enforcement and public safety personnel to function more efficiently and with improved operational intelligence, creating a common operating picture that emphasizes officer, citizen, and community safety.

Project Work Location:

Fusus Response to Real Time Intelligence Center Enterprise Solution RFP2449
Real-Time Crime Center (RTCC) Situational Awareness Tool Software Application

Most or all of the contract work will be performed at Fusus Headquarters located at 5550 Triangle Parkway, Suite 100, Peachtree Corners, Georgia 30092, USA.

Fusus thanks Forsyth County for the opportunity to participate in this RFP, and agrees to be bound by the terms and conditions outlined in the documentation provided. Please contact me should you have any additional questions with regard to our products and services. Thank you for your consideration.

Sincerely,



Christopher Lindenau
CEO, Fūsus

crl@fusus.com

+1 (844) 226 9226

5550 Triangle Parkway, Suite 100, Peachtree Corners, Georgia 30092, USA

www.fusus.com

Section I. Fusus Qualifications & Experience

We are proud to say that Fūsus is the first and only completely technology agnostic platform to seamlessly tie together all video and data sources that may be required by Forsyth County and deliver them via a cloud-based platform in real-time, to investigators, facilities that manage emergency response, and those in the field who are executing their law enforcement duties.

Our platform is already successfully being used by over 200 agencies of varying sizes worldwide as their central real-time crime center and data integration solution, including Minneapolis, Atlanta, Cleveland, and Orlando to name a few. It was also the unified operational platform for Operation Safety Net during the Derek Chauvin trial, as well as at the Super Bowl, PGA Tour, X-Games, and other major events hosted in Minnesota.

The Fūsus ecosystem can deliver on the long-term vision of Forsyth County by seamlessly enabling map-based real-time management of live video, pre-incident/recorded video, AI at the Edge video analysis, data visualization, responding officer locations, team management, panic alerting, TIPS video and image data, and SMS-messaging systems.

The Fusus platform will enable Forsyth County to analyze crime patterns and enable development of intelligence-led and precision policing crime mitigation strategies, as well as improving real-time situation awareness by creating a common operation picture for all Forsyth County divisions.

Fusus is an open platform that is technology agnostic. It smoothly integrates with all Emergency/First Responder technologies, computer aided dispatch systems, databases, and 3rd party intelligence systems like ShotSpotter®. It is a rapidly advancing solution developed exclusively for the needs of public safety, poised to evolve as Forsyth County's needs evolve.

The Fūsus solution is unique, in that it is easy to deploy and utilizes existing video and security infrastructure. Unlike traditionally "federated" or "fused" video and IoT systems, Fusus does not require an expensive hardware overhaul in order to function. This means that your team can deploy more functionality, in less time, for less money – a win, win, and win scenario.

Another clear differentiator of the Fusus public safety ecosystem is that it does not require you to punch through firewalls to gain access to community owned video streams. This is typically a major stumbling block for IT teams at private organizations that do not wish to open up their firewall to share video. Instead, the Fusus system enables you to create a separate tunnel to access private video streams, enabling private organizations to maintain the integrity of their security while still assisting law enforcement.

Fusus Response to Real Time Intelligence Center Enterprise Solution RFP2449
Real-Time Crime Center (RTCC) Situational Awareness Tool Software Application

About Fusus

Based in Peachtree Corners, GA, Fusus enables Law Enforcement and Public Safety agencies to operate more efficiently, with improved operational intelligence, and with a proactive emphasis on officer, citizen, and community safety.

The Fusus Real-Time Crime Center in the Cloud (RTC3) extracts and unifies live video, data and sensor feeds from virtually any source, enhancing the situational awareness and investigative capabilities of law enforcement and public safety agencies.

The award-winning Fūsus platform is being utilized by Local, State and Federal Law Enforcement Agencies of all sizes across the country. Our programs are configurable to meet the individual needs of any Agency, and each installation builds upon the developments, integrations, and enhancements of the last one. Fūsus has been proven to deploy quickly and effectively for agencies of varying size, as well as at major events like the Derek Chauvin murder trial, Super Bowl, NFL Draft, the X-Games, and the PGA Tour. Our platform and products are field-tested, proven, and secure.



Section II. Platform Pricing

Please refer to pricing sheet and quote attached with this submission.

Section III. References

Fusus Client References & Similar Project Overviews



Fusus powers the RTCCs of 200+ agencies worldwide. A complete list of clients is available by request following the execution of a mutual NDA.

Reference Company's Name and Address:		Winston-Salem Police Department (NC) 725 N Cherry St, Winston-Salem, NC 27101	
Contact Person from Reference Company:	Amy Gauldin	Contact Person's Title:	Lieutenant
Contact's Phone Number and Email Address:	(336) 399-5493 agauldin@wspd.org	Beginning Date of Project MM/YY:	04/20
Project Title:	Winston-Salem Real-Time Crime Center	Ending Date of Project MM/YY:	Ongoing

Fusus Response to Real Time Intelligence Center Enterprise Solution RFP2449
Real-Time Crime Center (RTCC) Situational Awareness Tool Software Application

The Winston-Salem Police Department's Real-Time Crime Center is powered by Fusus. This includes:

- Activation of the Fusus system in the Real-Time Crime Center
- The integration of city owned and private cameras into a unified platform.
- Integration of cameras from several public housing complexes.
- Creation of a community camera registry and sharing program within the city.
- Integration of a variety of data streams into the RTC3 platform.
- Training on use of the system and mobile app for field users.
- Integration of text-to-tip line for the community.
- Integration of the dispatch system into Fusus.
- Implementation of a digital evidence vault.

Highlights:

- 350 cameras integrated
- 14 private locations including 2 Public Housing Complexes
- Install Duration- Two Days
- Training Duration for 50 Field Users- 1 Day, 2 Sessions

"Fusus is extremely responsive to the agency needs and has demonstrated the ability to be on the cutting edge of technology. For example, our SWAT team asked for a certain feature and almost within a week, the capability had been developed. Overall, Fusus has been extremely easy to work with and understands the needs of law enforcement. The fact that Fusus is CJIS compliant is a big plus for most IT personnel and law enforcement concerned about cyber security."

- Lieutenant Amy Gauldin, Winston Salem Police Department

Example of the Results:

The Winston-Salem Police Department utilized their Fusus-powered Real-Time Crime Center to rapidly identify the suspects in the shooting of a four-year-old:

<https://www.wxii12.com/article/winston-salem-police-use-real-time-crime-center-to-catch-suspects-in-shooting-of-4-year-old/35996030>

Fusus Response to Real Time Intelligence Center Enterprise Solution RFP2449
 Real-Time Crime Center (RTCC) Situational Awareness Tool Software Application



Reference Company's Name and Address:		Statesboro Police Department (GA) 25 W Grady St, Statesboro, GA 30458	
Contact Person from Reference Company:	Robert Bryan	Contact Person's Title:	Deputy Chief of Police
Contact's Phone Number and Email Address:	(912) 212-2302 rob.bryan@statesboroga.gov	Beginning Date of Project MM/YY:	11/20
Project Title:	Statesboro Real-Time Crime Center	Ending Date of Project MM/YY:	Ongoing
<p>The Fusus RTC3 Platform enabled the Statesboro Police Department to:</p> <ul style="list-style-type: none"> • Unite city and public security cameras on a common platform. • Integrate community cameras from a variety of locations including apartment complexes. • Integrate Public Safety utilities like gunfire detectors, ALPRs, AVL, personnel geolocators, and a host of other applications into a single platform. • Integrate the CAD feed and unify it with city security infrastructure. • Layer in AI driven applications. • Quickly implement an open and scalable public safety platform. • Implement secure, CJIS compliant cloud storage evidence vault. • Implement community text-to-tips line. <p>Media:</p>			

Fusus Response to Real Time Intelligence Center Enterprise Solution RFP2449
Real-Time Crime Center (RTCC) Situational Awareness Tool Software Application

Captain Jared Aikins on how Fusus is helping mitigate crime in Statesboro: <https://vimeo.com/564233532>

“The Fusus system has given the Statesboro Police an edge with its real-time surveillance and tracking capabilities. It gives our officers and dispatchers better situational awareness regarding emerging situations. It's also an extremely valuable tool for our investigators, enabling them to work more closely with our community members. With the Fusus camera registry and CORE devices, we are able to know exactly where cameras are located in the community when an incident occurs, and easily pull down either live or recorded camera streams from community cameras. It's helped us solve a number of cases.”

- Robert Bryan, Deputy Chief, Statesboro Police Department

Examples of the Results:

- <https://www.wsav.com/crime-safety/17-year-old-arrested-for-statesboro-shooting/>
- <https://www.statesboroherald.com/local/angry-wait-woman-pulls-gun-local-restaurant/>
- <https://www.wtoc.com/2021/03/16/camera-network-helping-statesboro-police-respond-crime/>



Fusus Response to Real Time Intelligence Center Enterprise Solution RFP2449
 Real-Time Crime Center (RTCC) Situational Awareness Tool Software Application

Organization Name and Address:		Jackson Police Department (MS) 327 East Pascagoula St. Jackson, MS 39205	
Organization Contact Person:	Vincent Grizzell	Contact Person's Title:	Deputy Chief of Police
Contact's Phone and Email:	(601) 383-2896 vgrizzell@city.jackson.ms.us	Beginning Date of Project MM/YY:	11/20
Project Title:	City of Jackson 21st Century Virtual Policing Program	Ending Date of Project MM/YY:	Ongoing

Fusus powers the JPD's Real-Time Command Center. From the RTCC more than 600 cameras, both public and private, are monitoring the streets of Jackson revolutionizing how JPD virtually polices the city. Residents and businesses can also get involved by installing FususCORE devices on their camera networks to stream live or on alert to the system, or by simply registering their cameras through a secure portal.

The Fusus system also includes a text tips phone number to which Jackson residents can directly send anonymous cell phone video and pictures if they capture illegal activity in the city. The center allows for video sharing, cell phone video sharing and live video sharing. It can aid the city not only in instances of crime, but in instances of severe weather, when Amber Alerts and Silver Alerts are issued, and for similar emergency situations.

Prior to Fusus in November 2020, the JPD had access to 90 cameras citywide, that took 2 years to implement. Following the Fusus implementation, by January 2021 they had access to 1,050 camera streams which have already helped solve Two Homicides, One Hit and Run, and Multiple Assaults/Robberies.

Video highlights of Fusus in Jackson: <https://vimeo.com/489243595>

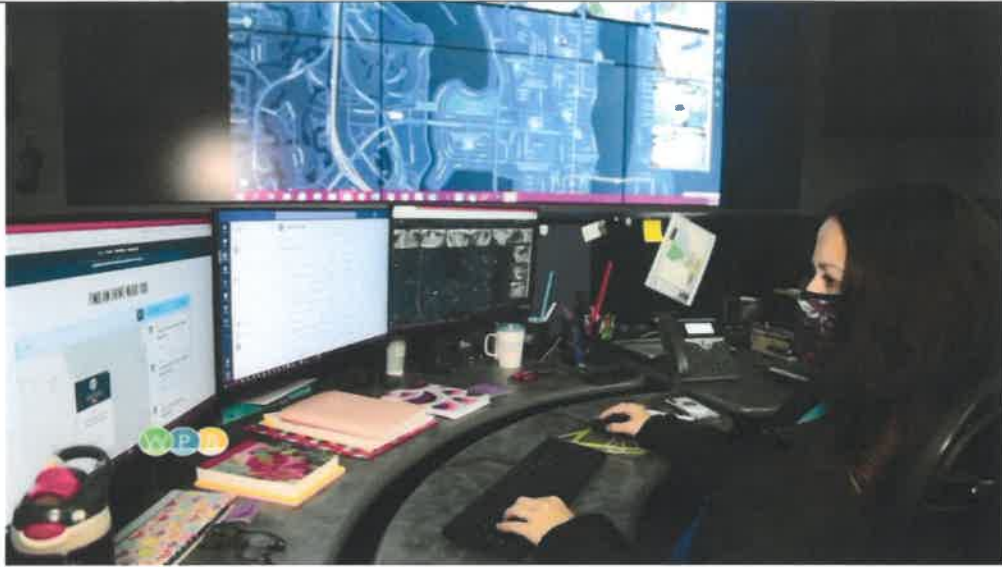


The fususONE interface: Live at the Jackson, MS RTCC

Fusus Response to Real Time Intelligence Center Enterprise Solution RFP2449
Real-Time Crime Center (RTCC) Situational Awareness Tool Software Application

Organization Name and Address:		West Palm Beach Police Department (FL) 600 Banyan Boulevard, West Palm Beach FL 33401	
Organization Contact Person:	Clifford Hagan	Contact Person's Title:	Lieutenant
Contact's Phone and Email:	(561) 822-1983 chagan@wpb.org	Beginning Date of Project MM/YY:	9/20
Project Title:	West Palm Beach Real-Time Crime Center	Ending Date of Project MM/YY:	Ongoing
<p>The Fusus powered WPB RTCC includes an online portal for businesses to register their security cameras in order to help solve neighborhood crimes, unifies public and private video feeds, and combines them with a host of new functionality designed to streamline and enhance the WPBPD's law enforcement capabilities. New functionality includes 911 & Computer Aided Dispatch (CAD) integration, officer geolocation, and the ability to pull multiple types of data ranging from floorplans to cell phone video to gunfire detection sensors into a single map-based interface.</p> <p>In addition to the camera registry, the WPBPD is offering residents the option to upgrade their video security systems to include live video feeds to the PD. By installing an inexpensive fususCORE device on their network, residents and businesses can share live video feeds with the police department in emergencies to improve employee safety and Police response. To preserve privacy, live video can optionally be shared only on alert, using a smart phone app or manual trigger button, at the camera owner's discretion.</p> <p>To increase response efficiency, the Fusus platform also directly integrates with the WPBPD's 911-Computer Aided Dispatch (CAD) system, enabling them to geolocate officers and units in the field via the native fususOPS app, track calls for service, and better coordinate their resources. The WPBPD's investigators will also save significant amounts of time by having a secure cloud-based system to request, store and manage video evidence.</p> <p>Video highlights of Fusus in West Palm Beach: https://vimeo.com/489243742</p>			

Fusus Response to Real Time Intelligence Center Enterprise Solution RFP2449
Real-Time Crime Center (RTCC) Situational Awareness Tool Software Application



Fusus at the West Palm Beach RTCC

Section IV. Scope of Work / Specifications / Requirements

Fusus complies with all the requirements and functionality laid out in the RFP. See responses below:

- 1. Allow for 1,500 Data Points/Video Streams saved in a Cloud-based solution having 10 TBs of storage.**

The Fusus solution allows for 1500 data points/video streams and is hosted in AWS GovCloud. 10TB of storage is included in Enterprise plan.

- 2. The vendor hardware shall facilitate the real time video steam from multiple donor sites and existing video surveillance systems using various proprietary and non-proprietary H.264 encoding to the RTIC.**

The fususCORE facilitates video streams from donor sites to the agency's VMS; the recommended resolution for the primary stream is 1080p at 15 frames per second with h.264 compression.

- 3. A global map-based electronic display, including map telestration, of all accessed camera locations and organizations collaborating with the Sheriff's Office (Note: wall video displays/monitors are owned by the Sheriff's Office).**

FususONE is a map-based interface which provides users with various tools such as telestration, while clearly display camera locations with their respective metadata.

Fusus also integrates with multiple GIS Mapping and GPS Services for the Sheriff's Office to utilize during investigations and day to day operations including but not limited to: GPS tracking of stolen merchandise (Ensurity Mobile Integration), Sex Offender and Inmate Tracking, RapidSOS, Carfax for Police, Evidence.com and Dronesense. Fusus also employs new technology called FususANALYTICS to help map areas of the County where the most calls for service are coming from and on what day and time those calls occur. Forsyth County is also currently utilizing Fusus' Incident Management services to help track high priority incidents.

- 4. Full integration with other Sheriff's Office video systems and computer systems such:**
 - i. as Body Worn Cameras and In-Vehicle/Fleet cameras (example: Axon),**
 - ii. Computer Aided Dispatch Software (CAD),**
 - iii. Agency drone videos (example: DroneSense),**
 - iv. Real-time video accessibility to agency-owned cameras (Flock Safety cameras), which are placed in strategic locations throughout Forsyth County,**

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v. Privately owned cameras (such as cameras placed by local businesses), who have permitted the Sheriff's Office to access video data.

The Fusus platform is technology agnostic and can integrate with a variety of public safety tools. Fusus fully integrates with the mentioned Axon suite, seamlessly integrates with CAD services, is compatible with live drone feeds/drone detection software, Flock Safety, and can ingest camera feeds from the private sector.

Fusus is currently integrating Forsyth Counties Axon Respond Body Worn Cameras into FususONE, with the ability to live-stream body worn footage, in real-time via FususONE. Fusus also has the capability to stream Axon Fleet3 (in-car video/dash cam).

Fusus is providing all calls for service, via Forsyth Counties CAD Vendor, Central Square.

Fusus has also partnered with Forsyth Counties Drone Vendor, Dronesense, and are able to bring those videos into FususONE.

Fusus currently has an integration in place to bring in Flock Cameras and can bring in any other LPR vendor you partner with. Fusus can also integrate Helicopter downlinks, and other real-time video assets owned by the County. Furthermore, Fusus has also partnered with the Winston-Salem Police Department, Kernersville PD, Greensboro, and Guilford County SO, most of which are sharing agency video with Forsyth County.

Fusus has already brought in over 854 cameras from both public and private owned entities outside of Forsyth County owned cameras.

5. CJIS compliant cloud-based data storage.

The Fusus solution is fully CJIS-compliant and is hosted in AWS GovCloud.

6. Policy-based systems for sharing rules, including a complete chain-of-custody report of video access by user (Cloud based).

Sharing with any given agency is permissions-based; community members can determine whether or an agency has 24/7 access to their feed or only when panic alerts are activated, for example. User activity within fususONE is documented in an audit log.

7. Digital media sharing capability with assigned officers on service calls.

Media can be shared with field users via the fususOPS app.

8. Apple iOS and Android interoperability for live streaming and sharing of incident videos, maps and secure chat capabilities.

FususONE is compatible with iOS and Android devices for both live streaming and sharing of incident video, maps, etc. Additionally, chat between field users and RTIC staff is secure via the app. Lastly, sharing of incident video from users is seamless via Fusus' Livelink capabilities, which do not require an app. This feature creates a "room" where law enforcement users can directly interact with community members via both voice and video. This Livelink is activated via a simple text link sent to the user.

9. Object-based video review capability and real-time object-based alert notifications.

Fusus is able to search in real-time across the entire system right from the cameras. CORE devices can be connected to any camera in the ecosystem and are capable of recognizing and smart-searching for a variety of different attributes including various objects, colors, vehicle types, and more. The AI detection library continues to grow and evolve, making the system smarter over time. Fusus also incorporates AI driven "sentry search" which can search all cameras on the system, based on a range of criteria. This type of search can be run manually or automatically.

10. Operational dashboard for monitoring and management of secure chat channels, stakeholders, social media, local news media, and emergency and safety-related notifications.

FususONE contains an operational dashboard that creates a common operating picture for users; chat channels, media, and notifications are consolidated into a single pane of glass.

11. Emergency/panic alerting mobile application (app) for the community, with location alerting and policy-based video sharing during critical incidents.

Fusus offers users a native fususOPS app compatible with iOS and Android devices. FususOPS creates a common operating picture for first responders and provides complementary functionality to fususONE. FususOPS enables the geolocation of officers in the field (in FususONE), individual and group messaging, panic alerts, and data sharing. App users have access to the FususONE map, streaming video, groupmessaging, and associated data on their smartphones. Video sharing on behalf of community members is policy-based.

12. Mass notification capabilities for community SMS alerts.

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Text alerts can be sent directly via the fususONE interface to an opt-in list of community members' cell phones. FususNOTIFY enables mass text message notifications to be sent directly from the fususONE Real-Time Crime Center interface.

13. Crime "heat mapping" capabilities, filterable by location, day and times.

Fusus provides crime and incident heat mapping capabilities allowing location and frequency analytics over specified search periods for data-driven decision making.

14. Encrypted and secure video feeds from various video sharing locations.

FususONE adheres to the highest standards of security for access to, transfer, and sharing of Criminal Justice Information according to CJIS standards. All data that is accessible within fususONE is encrypted at rest, in transit, and in its cloud hosted location. Access to databases is restricted by strict networking rules.

15. Plug and play setup by video host locations, not requiring administration by Agency staff.

Easy to deploy, plug and play setup allows for private video sources to be added with live view, playback, save/store, and export capabilities. Core devices can be configured over the air by Fusus personnel.

16. Interoperability with existing IP Cameras, and NVRs/Servers from such equipment as helicopters, drones, robots, body worn cameras and fleet/in-vehicle cameras and their capabilities (live streaming, license plate recognition) as well cameras at multiple locations (examples: Flock Safety, Axon, etc.).

Fusus is technology agnostic and is interoperable with the agency's current infrastructure including cameras, helicopters, drones, robots, BWCs, in-vehicle cameras, etc and integrates with Flock Safety and Axon seamlessly.

17. Compatibility with cellular services including public safety FirstNet.

Fusus currently communicates on dedicated public-safety specific networks including, but not limited to, FirstNet.

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18. “Health and Operating Status” of shared video/camera sites, with exception alerts.

Users are able to monitor the health of the cameras connected to their Cores. Additionally, Fusus also monitors the health of the Cores. Health of the network can easily be monitored from the dashboard in fususONE.

19. Maintain the unique web address owned by the Agency for community (citizen) camera registries.

A unique web address owned by the department will be provided to agency for community members to register their cameras. Fusus also provides Connect sites for community members to register cameras, as well as a call-out program to register security cameras.

<https://connect.gofcsonc.org/> This website was created on October 26, 2022 and has since seen exponential growth in registration participation, with the total number of registered citizens nearing 600 and over 1000 integrated cameras, that share real-time video with Forsyth County.

20. An easy-to-read map-based citizen/community camera registry interface system that allows for sharing camera locations, type and contact information to aid in investigations.

Yes - FususREGISTRY is a cloud-based public camera mapping system. It consists of a mass-configurable public portal to register security cameras, which feeds the data into the fususONE maps interface. FususONE users can mass request video footage directly from the camera mapping interface, and received footage will be filed in fususVAULT for evaluation.

21. A secure portal for sharing videos from witnesses and SMS text-based (non-app) video and photo sharing (to and from Agency).

FususONE users can mass request video footage directly from the camera mapping interface, and received footage will be filed in fususVAULT for evaluation. Video evidence is encrypted at rest and in transit and is CJIS compliant. FususTIPS capabilities provide a link via SMS (no app required) to users so they can share live videos/photos and texts to agency. Users have the ability to send tips anonymously if they choose.

22. Case file management for live incident views and recorded videos, exportable into the Agency’s DEMS system (digital evidence management).

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All evidence can seamlessly be exported into a DEMS of the city's choice, including Evidence.com and/or other options. Additionally, fususVAULT streamlines investigations. It is a Criminal Justice Information Systems (CJIS) compliant digital evidence management system that collects all pictures, videos, and data related to an incident, which are added to that incident's folder tagged with the incident number and including all metadata. This includes TIPS pics/video, video collected from fususCOREs, fususOPS, and manually from REGISTRY cams.

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Appendix – Success Stories



Five suspects in deadly Buckhead stabbing, Atlantic Station double homicide

The Fusus platform was able to aid in the speedy arrest of the suspects in a deadly stabbing in Buckhead and a double homicide at Atlantic Station. The mayor said these arrests were thanks to Connect Atlanta, the Fusus-powered camera network available to the APD.

The expansion of Connect Atlanta is expected to help Atlanta stay ahead of the national average of homicide closure rates. The city currently sits at 82 percent while the nation is only at 52 percent.

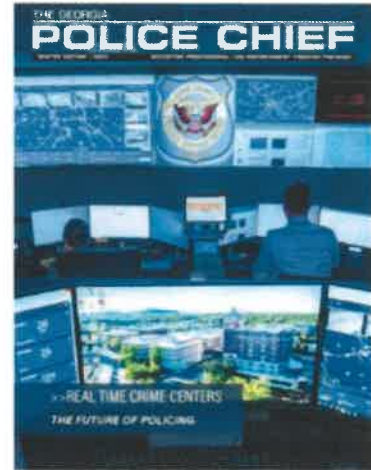


The Atlanta Police recently used Fusus to catch a homicide suspect in less than 2 hours. Using the platform, officers obtained critical real-time data, including the license plate number and shots of the vehicle fleeing from the scene.



Atlanta officials credited the Fusus powered "Connect Atlanta" program with helping solve recent cases including the killing of a 72-year-old cab driver and a harrowing midday shootout outside a grocery store.

The city's new camera integration system also helped officers locate a woman with Alzheimer's last month when she wandered away from home and boarded a MARTA bus, officials said.



The Fusus platform played a role in helping the Cobb County Police achieve a 100% clearance rate on homicides this year.

Video Links

Connect Atlanta (Video produced by the APD): <https://vimeo.com/760321338/dd3ac36caa>

APD MARTA Video- Senior Citizen: <https://vimeo.com/809860907/3f4c95c31e>



SHARE    ...

RAI EIGH, N.C. (WNCN) – A new, high-tech video surveillance program, is helping fight crime in central North Carolina.


The Rocky Mount Police Department's requested from the city earlier this year for a partnership with FUSUS.

The department said in its request, " Oftentimes residents are unwilling to provide information to officers out of fear of retaliatory violence. Currently, the Department must canvas an area of the city when a crime occurs to see if there are any cameras available. Access to the video can only be done if personal contact is made. Access to cameras in these areas will provide much-needed evidence when there is no one around to talk."

Fusus Response to Real Time Intelligence Center Enterprise Solution RFP2449 Real-Time Crime Center (RTCC) Situational Awareness Tool Software Application

TOP STORIES

City officials say Shreveport's Real-Time Crime Center is helping solve - and prevent - gun crimes



REAL TIME CRIME CENTER UPDATE
SHREVEPORT

By: Dorian Todd, Cassidy Ben
Published: Nov 20, 2022 7:59 AM PST
Updated: Nov 21, 2022 11:36 AM PST

SHARE    

SHREVEPORT, La. (KTAL/KHMS) - It's been a little over three months since the Real Time Crime Center was launched in Shreveport as part of the #SaferShreveport campaign, and city officials say it is already making a difference.

The RTCC is currently monitoring more than 100 surveillance camera feeds 24 hours a day from over a dozen businesses and homeowners in the network. Shreveport's Chief Technology Officer Keith Hanson says the city plans to put up more than 90 additional cameras around the city over the next few months.

Suspected domestic dispute leaves man shot to death in Shreveport apartment complex



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TRENDING STORIES

1 **Worker injured in pipeline blast on BAFB needs blood**

Video-sharing platform utilized by JPD's Real Time Command Center supports proactive policing, deters crime



JACKSON CRIME
VIDEO-SHARING PLATFORM ALLOWS COMMUNITY TO HELP JPD SOLVE CRIMES

xfinity HEADLINES **London is sworn in Tuesday night at the city's board meeting. He replac**

By: JENNIFER HOLT
Published: Nov 20, 2022 at 10:44 AM CST

JACKSON, Miss. (WLBT) - We've given you a look inside the Jackson Police Department's Real Time Command Center, but the

This page must be completed and submitted with the proposal:

**Attachment C
FEDERAL CERTIFICATIONS**

The undersigned authorized official states that:


1. The undersigned is the duly authorized representative of the Contractor named below
2. The undersigned is authorized to make, and does hereby make, the following Certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination
 - b. The Certification Regarding Drug-Free Workplace Requirements
 - c. The Certification Regarding Environmental Tobacco Smoke
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
 - e. The Certification Regarding Lobbying
3. The undersigned completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed
4. [Check the applicable statement]

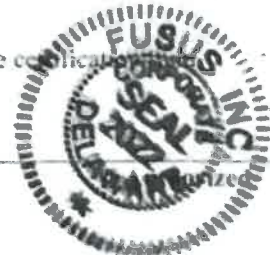
The undersigned completed the attached Disclosure Of Lobbying Activities because the Contractor made, or agreed to make, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action;

OR

The undersigned did not complete the attached Disclosure Of Lobbying Activities because the Contractor did not make, and did not agree to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any member of Congress, any officer or employee of Congress, or any employee of a member of Congress in connection with a covered federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certification disclosure.


 Authorized Official Signature
 Official Title



Fusus Inc. 8/18/23
 Contractor Legal Name Date
 [The same individual who signed the Agreement execution page shall sign this Certification]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace
 - ii. The Contractor's policy of maintaining a drug-free workplace
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a)
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(i) from an employee or otherwise receiving actual notice of such conviction

- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(i), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites, add additional pages if necessary)

Address

Street 5550 Triangle Pkwy Peachtree Corners, GA 30092

City, State, Zip Code

Street

City, State, Zip Code

- 3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
- 4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall verify accordingly.

**IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier
Covered Transactions**

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originates may pursue available remedies, including suspension and or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and or debarment

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.

1. Identify the status of the covered federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 3 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
5. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI)
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

Disclosure Of Lobbying Activities
 (Approved by OMB 0344-0046)

N/A

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type(s) of Federal Action <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action <input type="checkbox"/> a. Bid offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post Award		3. Report Type <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year: _____ Quarter: _____ Date Of Last Report: _____	
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Firm (if known) _____ Congressional District (if known) _____			5. If Reporting Entity is No. 4 is Subawardee, Firm Name and Address of Prime Congressional District (if known): _____		
6. Federal Department Agency			7. Federal Program Name/Description CFDA Number (if applicable): _____		
8. Federal Action Number (if known)			9. Award Amount (if known) \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI) <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>			b. Individuals Performing Services (including address, if different from No. 10a) (last name, first name, MI) <small>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</small>		
11. Amount of Payment (check all that apply) \$ _____ E actual F planned			13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind, specify: Name _____ Value _____					
14. Brief Description of Services Performed or to be Performed and Dates of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary).					
15. Continuation Sheet(s) SF-LLL-A attached <input type="checkbox"/> Yes <input type="checkbox"/> No					
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the law above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually, and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.				Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Email: _____	
Federal Use Only				Authorized for Legal Reproduction Standard Form - LLL	

This page must be completed and submitted with the proposal:

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organizations Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law
3. An organization in which any of the above is an officer, director, or employee
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under **consideration and shall**

This page must be completed and submitted with the proposal:

leave the meeting during the discussion of and vote of the Board of Directors Trustees or other governing body

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by: C.R. LINDENAU

Fusus Inc.

Name of Organization

Signature of Organization Official

8/18/23

Date

This page must be completed and submitted with the proposal:

NOTARIZED CONFLICT OF INTEREST POLICY

State of ~~North Carolina~~ Georgia

County of Henry

I, Rachel Miller, Notary Public for said County and State, certify that

Christopher R. Lindenau personally appeared before me this day and acknowledged

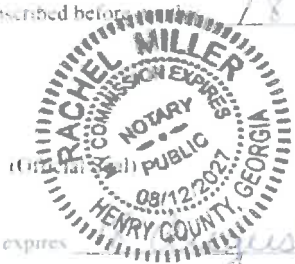
that he/she is CEO of Fusus, Inc.
[enter title] [name of entity]

and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy

was adopted by the Board of Directors/ Trustees or other governing body in a meeting held on the 18 day of

August, 2023

Sworn to and subscribed before me on the 18 day of August, 2023



[Signature]
Notary Public Signature

My Commission expires August, 2027

This page must be completed and submitted with the proposal:

Overdue Tax Debts¹

Date of Certification: 3/18/2023

To: Forsyth County Health Department

Certification:

We certify that the Fusus, Inc does not have any overdue tax debts, as
(Organization's Legal Name)

defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

Christopher R. Lindenau and Justin Kenney
(Name of Board Chair) [Name of Second Authorizing Official]

being duly sworn, say that we are the Board Chair and CFO
[Title of the Second Authorizing Official]

respectively, of Fusus, Inc. located in Peachtree Corners
(Organization's Legal Name) [City]

in the State of Georgia; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

[Signature]
Board Chair Signature

[Signature]
Second Authorizing Official Signature

(Title of [Name of Second Authorizing Official])
[Name of Second Authorizing Official]

Sworn to and subscribed to before me on the day of the date of said certification.

Notary [Signature] My Commission Expires: 12 August 2027

[Signature]
Notary

¹ G.S. 105-243.1 defines "Overdue tax debt." Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

**PROPOSAL FOR
Real-Time Intelligence Center Enterprise Solution**

FORSYTH COUNTY SHERIFFS OFFICE

PROPOSERS:

The undersigned bidder hereby declares that they have carefully examined the specifications contained herein and will provide all labor, materials, equipment, supervision, and insurance applicable to perform the service in accordance with the specifications and the requirements under the following sum to wit:

PLEASE NOTE THE FOLLOWING:

If after thirty (30) days, the Contractor has not reached an acceptable level of service, they shall be given thirty (30) days' notice that the contract will be terminated at the end of thirty (30) days in which event the County will be responsible only for payment of services performed through the date of termination. The value of work completed shall be the sole determination of the County in such a case.

By signing below the Proposer agrees to the following:

The Proposer agrees that in carrying out this agreement, compliance will be maintained with all applicable federal, state, and local laws, specifically including, without limitations, the Occupational Safety and Health Act of 1970 and Section 1324A, the Immigration Reform and Control Act.

The Proposer certifies that the proposal is made in good faith and without collusion with any person submitting a proposal in response to this RFP or with any officer or employee of the County of Forsyth.

The undersigned further agrees, in connection with the performance of this agreement, not to discriminate against any employee or applicant for employment because of race, religion, color, gender, age, handicap, political affiliation or national origin.

The County reserves the right to hold proposals open for a period of ninety days (90) calendar days after due date before making awards.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the Proposer and the proposal will not be considered.

This page must be completed and submitted with the proposal:

Real-Time Intelligence Center Enterprise Solution

PROPOSAL AUTHORIZATION AND SIGNATURE

The signature page must be completed and submitted with the proposal: Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Failure to manually sign the appropriate proposal form will disqualify the proposer and the proposal will not be considered.

Fusus Inc
Firm Name

C.R. LINDENAU, CEO
Authorized Signature (Notarized)

18 August 2023
Date

5550 Triangle Pkwy Ste 100
Street Address (P.O. Box)

88-1740053
Federal Identification No.

Peachtree Corners GA 30092
City, State and Zip Code

844-226-9226
Telephone Number

apb@fusus.com
Email Address

On this 18 day of August, 2023 before me Rachel Miller
(name)

to me personally known, being duly sworn, did execute the foregoing proposal, and did so state that he/she was properly authorized by Fusus Inc.
(Company name)

to execute the proposal and did so on his/her free act and deed.

Notary Public [Signature]

My commission expires 12 August 2024



The following information is requested for statistical purposes only. The provision or omission of this information will neither affect nor influence the award of this contract. Bidder further certifies that:

- We are a Historically Underutilized Business (HUB) certified by State of North Carolina.
- We are a minority business enterprise.
- are not a minority business enterprise.
- If yes, please identify in the appropriate box below: Black
- Hispanic
- Asian American including Indian Subcontinent and Pacific Islands
- Native American Indian including Eskimos and Aleuts
- We are a woman-owned business concern.
- are not a woman-owned business concern.

ADDENDUM #1

Real-Time Intelligence Center

Enterprise Solution

RFP2449

PROPOSALS DUE
12:00 Noon, September 5, 2023

August 31, 2023

Please acknowledge receipt of this Addendum and include with your bid proposal.

Darren Redfield
Purchasing Director

Russell Frye
Buyer

Fusus Inc.

Company



Authorized Signature

8/31/23

Date

CLARIFICATIONS

Please see below for questions received from an interested vendor and the county's response:

- Question: Based upon reading through the RFP, we understand the data has to be stored in a CJIS compliant location. Does Forsyth County have a mandate that all of their data needs to be stored in US-Based Data centers?
 - **Response: Yes. All Forsyth County Sheriff's Office data must be stored in a manner that is not only CJIS compliant, but CJIS-certified; must also be United States-based infrastructure only.**
- Question: On page 8 of the RFP (Section A), We wanted to clarify the definition of "cloud". For example, some of our clients have their physical servers co-located in data centers, some of our clients have all their data residing in the public cloud (such as azure and Amazon Web Services), and some clients have a "hybrid cloud model" where some of the data is stored locally and in the cloud. I wanted to clarify, will that data ever need to sync to a premise-based server, or do you want that data to go directly to the cloud as the first step? (For example, as the body cam footage is going, is the footage a direct feed to the cloud-based solution?)
 - **Response: No "on premise" copy is required, thus a "local-sync" is not necessary. Data must be stored in a manner that is not only CJIS compliant, but CJIS-certified; must also be United States-based infrastructure only.**



Forsyth County NC | 5-year deal option

Forsyth County SO - NC

301 N. Church St.
Winston-Salem, NC 27101

Anna Joyner

Sgt
joynerar@fcso.us
336-917-7235

Reference: 20230725-110826761

Quote created: July 25, 2023

Quote expires: October 23, 2023

Quote created by: Austin DeClercq

Customer Success Manager

atd@fusus.com

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Items due now				
Core Elite AI Appliance	CORE- AI- 2001	4	\$5,000.00	\$0.00 after 100% discount
Items due later				
Enterprise Package SaaS SaaS Subscription to Include 1,500 Data Points/Video Streams and 10 TBs of Cloud Storage	FUSE- E-1- 1001	1	\$150,000.00 / year	\$115,000.00 / year after \$35,000.00 discount for 1 year
Payment starts: October 16, 2023				
Enterprise Package SaaS SaaS Subscription to Include 1,500 Data Points/Video Streams and 10 TBs of Cloud Storage	FUSE- E-1- 1001	1	\$150,000.00 / year	\$125,000.00 / year after \$25,000.00 discount for 1 year
Payment starts: October 16, 2024				

Item & Description	SKU	Quantity	Unit Price	Total
Enterprise Package SaaS SaaS Subscription to Include 1,500 Data Points/Video Streams and 10 TBs of Cloud Storage	FUSE- E-1- 1001	1	\$150,000.00 / year	\$135,000.00 / year after \$5,000.00 discount for 1 year

Payment starts: October 16, 2025

Enterprise Package SaaS SaaS Subscription to Include 1,500 Data Points/Video Streams and 10 TBs of Cloud Storage	FUSE- E-1- 1001	1	\$150,000.00 / year	\$145,000.00 / year after \$5,000.00 discount for 1 year
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Payment starts: October 16, 2026

Enterprise Package SaaS SaaS Subscription to Include 1,500 Data Points/Video Streams and 10 TBs of Cloud Storage	FUSE- E-1- 1001	1	\$150,000.00 / year	\$145,000.00 / year after \$5,000.00 discount for 1 year
---	-----------------------	---	------------------------	---

Payment starts: October 16, 2027

Due now \$0.00

Future Payments Summary

Item	Payment
Enterprise Package SaaS	\$115,000.00 / year starting on October 16, 2023 for 1 payment
Enterprise Package SaaS	\$125,000.00 / year starting on October 16, 2024 for 1 payment
Enterprise Package SaaS	\$135,000.00 / year starting on October 16, 2025 for 1 payment
Enterprise Package SaaS	\$145,000.00 / year starting on October 16, 2026 for 1 payment
Enterprise Package SaaS	\$145,000.00 / year starting on October 16, 2027 for 1 payment

Purchase terms



Annual Subscription Price- Fusus RTC3 Platform \$150,000

REAL-TIME CRIME CENTER (RTC3) Enterprise

Platform Capabilities

Mutual Aid Access to Video/Chat for Locally Connected Fusus Agencies	✓
fususVAULT	✓
License Plate Recognition Integrations	✓
Telemetry (Video Graphic Markup)	✓
Gunfire Detection	✓
Helicopter, Robot, Drone Video & Counter Drone Alerts from additional 3rd party providers	✓
fususOVERWATCH	✓
fususINCIDENT	✓
CAD Services	✓
Floor Plans	✓
AVL Services	✓
Fixed IP Surveillance Cameras	✓
Doorbell Cameras	✓
Access Control, Burglar & Fire Alarm Systems	✓
RMS Services	✓
fususONE Users	Unlimited

Artificial Intelligence Sentry & Search ✓

Fusus Analytics ✓

Data & Video Integration Points

Total Number of Managed Data Points	1,500
Maximum Number of Video Streams Connected	1,500
Maximum Number of Mutual Aid Streams	Unlimited
Indefinite Cloud Storage Enabled	10TB
CORE LITE Devices Included With Subscription	X
CORE PRO Devices Included With Subscription	20
CORE PRO AI Devices Included With Subscription	2
CORE ELITE Devices Included With Subscription	2
CORE ELITE AI Devices Included With Subscription	4

Mobile Integration

fususDPS iOS & Android App Users	Unlimited
fususDPS Incident Based Video Access	✓
Support for iOS and Android Cell Phone Video	✓
Emergency & Cross Org Chat	✓
fususALERT	✓

Community Engagement

fususNOTIFY	✓
fususTIPS	✓
fususLIVELINK	✓
fususREGISTRY	✓
fususCONNECT Microsite	✓
fususCONNECT Community Representatives	✓
fususCONNECT Caller (prices per caller/month)	3 months
MOU Creation	✓
Hand-Out Cards	✓
Promotional Poster	✓
Tutorial Video	✓

Support

24x7 Technical Support	✓
Virtual Support or Training	✓
On-Site Support or Training	Day Rate
Onsite Community Engagement Support	✓

Annual Subscription Price- Fusus RTC3 Platform \$150,000

ATTACHMENT B

The Provider shall maintain, at its sole expense, such insurance coverage as required by the Forsyth County Risk Manager. The Provider shall maintain, at its sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less that two times the required occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services, except for the negligence or willful misconduct of the Additional Insured(s).
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees, as to Provider's liability.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.

D. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance, which shall clearly evidence all insurance required in this section.
2. Replace certificates for any such insurance expiring prior to completion of the services.
3. Maintain such insurance from the time services commence until services are completed.
4. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A-:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

E. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.



ATTACHMENT C

Fusus Terms of Service

Updated June 2023

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.

Introduction:

Subscribers to the Terms.

The following Terms of Service Agreement (the "Terms" or the "Agreement") is a binding agreement between Fusus Inc. ("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 acknowledged Your understanding of these Terms and Your voluntary consent to be bound by these Terms.

Individual Subscribers.

If You are an individual, You hereby represent and warrant to 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.

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



fusus

Law Enforcement ▾

Security Operations ▾

About Us ▾

Resources

Careers

RTCC Fo

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

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

CONTENT.

Content Defined.

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

Ownership.

The Software (including any past, present, and future versions) and the Content are owned by Fūsus or controlled by Fūsus through licenses granted to Fūsus by its licensors. All right, title, and interest in and to the Content available via the Software is the property of Fūsus or of our licensors, and is protected by U.S. federal copyright, trademark, patent, and trade secrets laws and by other federal and state intellectual property, and unfair competition laws. In addition to Fūsus's copyright ownership of the Content, Fūsus owns a copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Software. "Intellectual Property Rights," as used in these Terms, means any and all rights



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worldwide, in any intellectual property, which includes, but is not limited to, patentable inventions, ideas, and processes, trade secrets, trademarks, trade names, copyrightable works, and any confidential information. As between You and Fūsus, Fūsus retains all its respective titles, interests, and ownership in the Software and the Content, and You understand and acknowledge that neither You nor any other Subscriber acquires any ownership in any Intellectual Property Rights regarding the Software or the Content under these Terms.

Limited License Granted to You.

Subject to Your strict and ongoing compliance with Your Subscription Agreement and with these Terms, Fūsus

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

SUBSCRIBER-GENERATED CONTENT: CONTENT YOU SUBMIT.

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").

Fūsus's Enforcement Rights in Subscriber-Generated Content.

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

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



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REPORTING INTELLECTUAL PROPERTY INFRINGEMENT. DMCA Notice for Copyright Infringement.

Fusus will respond appropriately to notices of alleged copyright infringement that comply with the Digital

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

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

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

- Mode of Communication.

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

Fusus
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.



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· **DMCA Counter-Notification regarding Copyright Infringement.**

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

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

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

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

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

· **Reporting Infringement of Other Intellectual Property.**

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



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- property if multiple works have been infringed; and a description of the location of the infringing material on the Software; and
- Your full name, address, telephone number, and e-mail address; and
- 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
- 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,
- 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.

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

YOUR ACCOUNT AT FUSUS.

Registration.

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

Username and Passwords.

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

- You will not use a username (or e-mail address) that is already being used by someone else, that may impersonate another person, that belongs to another person, that violates the intellectual property or other right of any person or entity, or that is offensive (Fusus may reject the use of any password, username, or email address for any reason in our sole discretion); and
- You will provide accurate, current, and complete registration information about Yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete for as long as You use the features to which the registration relates; and
- You are solely responsible for all activities that occur on the Software under Your Account,



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For the actions of all persons subject to Your control and/or supervision who access the Software and the Content through Your subscription; and

- You are solely responsible for maintaining the confidentiality of Your password and for restricting access to Your

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

- You will immediately notify Fūsus of any unauthorized use of Your Account, password, or username, or any other breach of security; and

- You will not sell, transfer, or assign Your Account or any Account rights.

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

- Termination in the Event of Non-appropriation.

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.

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.

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.



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the Software's features and upload content to the Software, receive messages from the Software, and download applications to Your wireless Internet Access Device (collectively, "Wireless Features"). Standard messaging, data, and other fees may be charged by Your carrier to participate in Wireless Features. Fees and charges may appear on Your wireless bill or be deducted from

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

Customer Service.

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

- Priority 1 – Technical concerns impacting a single or multiple users that require immediate resolution during critical incidents or major events at the Customer/Organization. Fūsus to return customer's call or email within 2 hours, including holidays and weekends.
- Priority 2 – Technical concerns impacting multiple users, non-critical/major events. Fūsus to return customer's call or email within 24 hours.
- Priority 3 – Technical concerns impacting a single user, non-critical/major events. Fūsus to return customer's call or email within 1 business day.

Data Privacy.

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

- YOUR GENERAL REPRESENTATIONS AND WARRANTIES.
- You represent and warrant the following in respect of this Agreement:



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Fusus Account;

- You have provided and will continue to provide true, accurate, current, and complete Account registration information; and
- You will respect and abide by all of Your obligations under this Agreement, and You will perform Your obligations under this Agreement diligently; and
- 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
- 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.

Expressed Warranty.

Products manufactured by Fusus are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of Fusus'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 Fusus during the period of the initial term of the agreement.

- 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 Fusus's cost with an appropriate Request to Merchant (RMA) authorization.
- 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 Fusus's cost with an appropriate Request to Merchant (RMA) authorization.

Fusus'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 Fusus's sole option. Fusus 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 Fusus property. This warranty does not extend to any product sold by Fusus which has been subjected to misuse, neglect, accident, improper installation by a non-authorized



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limited to, improper voltages, adverse environmental conditions, improper handling of products which have had their serial number or any part thereof altered, defaced, or removed.

Indemnification and Liability.

· **Disclaimer of Warranties.** OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FUSUS MAKES NO, AND HEREBY DISCLAIMS ANY, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE AND SOLUTION PROVIDED OR THE AVAILABILITY, FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF THE SOFTWARE AND SOLUTION. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, FUSUS DISCLAIMS ANY WARRANTY THAT THE SOFTWARE AND SOLUTION PROVIDED BY FUSUS, OR THE OPERATION OF THE SOFTWARE AND SOLUTION ARE OR WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. FUSUS MAKES NO, AND HEREBY DISCLAIMS ANY, IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

· Fusus shall indemnify, defend and hold the Subscriber and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (i) the gross negligence or intentional misconduct of Fusus or (ii) use by Fusus of any intellectual property in connection with the Software and Solution under these Terms of Use that infringes or misappropriates any copyright, patent, trademark, trade secret of an unaffiliated third party. Notwithstanding the foregoing, if the Software and/or Solution becomes the subject of such a claim of infringement then Fusus may, at its option: (x) procure for Subscriber the right to use the Software and/or Solution free of any liability for infringement; (y) replace or modify the Software and/or Solution to make it non-infringing but with reasonably comparable functionality; or (z) if Fusus determines that the previous two options are not available on a commercially reasonable basis, grant to Subscriber a credit for the unused portion of any prepaid access rights fees and refund any deposits paid by Subscriber for the affected Software and Solution. Furthermore, Fusus has no liability for, and no obligation to indemnify Subscriber against, any third party claim arising or alleging based in whole or in part on use of the Software and Solution other than as specified in the Terms of Use or documentation relating to the Software and Solution, including use with third party hardware and software products not specifically authorized by Fusus.

· **Disclaimer of Consequential Damages.** FUSUS HAS NO LIABILITY WITH RESPECT TO THE SERVICES, OR ITS OTHER OBLIGATIONS UNDER THESE TERMS OF SERVICE OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS AND THE COST OF COVER) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR ANY OTHER TORTS EVEN IF FUSUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

· **Limitations of Remedies and Liability.** EXCEPT FOR ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREUNDER, FUSUS' TOTAL LIABILITY TO SUBSCRIBER FOR ANY REASON



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LIABILITY.

7. Insurance.

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

- (1) Commercial general liability and professional liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering personal and advertising injury, bodily injury and property damage, products/completed operations, and contractual liability;
- (2) Workers' compensation insurance or similar social insurance or government scheme in accordance with the applicable laws; and
- (3) \$2,000,000 per occurrence and \$2,000,000 aggregate, cybersecurity insurance covering data breaches and related incident response and remediation, privacy liability and regulatory action costs, including, without limitation, cyber extortion (ransomware) and business email compromise with both first party overage and coverage for claims by a third party that the data breach or other cyber incident caused them damages.

8. GENERAL PROVISIONS.

- Governing Law. ^{[[[]]]} The laws of the state where customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.^{[[[]]]}
- 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.

- Communications.

Whenever You communicate with Fusus electronically, such as via e-mail, You consent to receive communications from Fusus electronically. Please note that, except as set forth in the provisions of this Agreement regarding the DMCA, Fusus is obligated to respond to inquiries that it receives.

- Assignment.

Fusus 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



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.

· 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.

· 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.



(844) 226-9226

info@fusus.com

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Partner Login

Fusus UK

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FususOPS

FususCORE

FususREGISTRY

FususVAULT

FususTIPS

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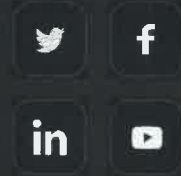
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The screenshot shows the top portion of the FUSUS website. At the top left is the FUSUS logo, which consists of a stylized 'f' icon followed by the word 'fusus' in a lowercase, sans-serif font. To the right of the logo is a navigation menu with the following items: 'Law Enforcement' with a dropdown arrow, 'Security Operations' with a dropdown arrow, 'About Us' with a dropdown arrow, 'Resources', 'Careers', and 'RTCC Fo'. Below the navigation menu is a row of five award certificates. From left to right: 1. A 'GOLD 2023 STEVIE WINNER' award from 'AMERICAN BUSINESS AWARDS'. 2. A 'BRONZE 2023 STEVIE WINNER' award from 'AMERICAN BUSINESS AWARDS'. 3. A '2022 PLATINUM AWARD WINNER' award from 'ASTORS AMERICAN SECURITY TODAY' and 'HOMELAND SECURITY AWARDS'. 4. A '2021 GOLD AWARD WINNER' award from 'ASTORS AMERICAN SECURITY TODAY' and 'HOMELAND SECURITY AWARDS'. 5. A '2020 GOLD AWARD WINNER' award from 'ASTORS AMERICAN SECURITY TODAY' and 'HOMELAND SECURITY AWARDS'. At the bottom of the screenshot, there is a footer area with three items: '©2021-2023 FUSUS. All rights reserved.', 'Terms of Service', and 'Public Security'.

Contract #2024-0207-00: Video Collaboration Platfor

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



Date

Director of Finance

Approved as to Form and Legality



Forsyth County Attorney

10/24/2023

10/25/202