



Proposal
BEON Connection

Proposal Number: QUO260
July 20 2023

Prepared For:
Dallas Georgia Police Department
Chief Joe Duvall

Prepared By:
Joel Garner
107 Vista Centre Drive
Forest, VA 24551
(704) 438-7330

Catalyst Confidential



2 Ea Dispatch Console Configuration				
Part #	Item Description	List Price	Qty.	Extended List Price
Gateway Software and Licenses (Limitations apply. Contact Catalyst before proceeding.)				
CNSGW1	NAR (Network Access Radio) Gateway Software License for connectivity to a single mobile radio	\$ 3,230	3.00	\$ 9,690.00
CAAZ31B	Catalyst Supplied Rack Mount Computer	\$ 2,582	1.00	\$ 2,582.00
Subtotal: Other Hardware & Accessories				\$ 2,582.00
SAMW01	Project Management (% of CCTI Hardware + CCTI Software)	12.5%	1.00	\$ 1,787.75
Shipping	Shipping (Estimate - Actual Will Be Billed)			\$ 250.00
Subtotal: Other				\$ 250.00
Total System Charges				\$ 14,309.75

Catalyst Supplied Equipment

The following will be provided by Catalyst:

- One copy of the Gateway (IP Fleet™, IP AISTM, etc.) PC software that controls the specified number of donor radios or concurrent audio paths and communicates with the specified number of concurrent Client (i.e. IP|Console™, Propulsion™, Desktop Dispatch™, or IntelliLink™) PCs for each Gateway specified on the purchase order. A license will be provided for each copy of the software. (This software is included in the purchase price of the Gateways and Seats listed on the purchase order.)
- One copy of the Client software will be provided for each type of Client specified on the purchase order. A software license will be provided for the quantities of each type of Client listed on the Purchase Order.
- Cable sets/Interface Adapters (or REIs) to connect the Customer supplied donor radios, radio infrastructure, or other end points to the Gateways in the quantities shown on the purchase order. Modification of cables may be required for a specific radio and are the responsibility of the customer.
- If Catalyst is supplying the Gateway or Client hardware, we will provide the quantities listed on the purchase order with the Windows operating system, sufficient processing power, sufficient RAM, and audio and network interface card to support the specified type and number of donor radios or concurrent audio paths.
- The services listed in the Statement of Work for this project. The quote includes the estimated number of eight-hour man days to accomplish these tasks. If Catalyst must perform other tasks or if delays by the Customer or Channel Partner require Catalyst to allocate additional hours a change order will be required. If the Customer or Channel Partner changes the schedule for Catalyst personnel to be on-site, airline change fees, etc. will be passed on to the Customer or Channel Partner.
- Catalyst will travel to customer location to support customer technicians installing the system and provide one day of training.

Customer or Channel Partner Supplied Equipment

The Customer or Channel Partner will need to supply the following equipment and services:

- All donor radios with power supplies and antenna systems for each Gateway. Each radio and power supply should be housed in a rack with proper cooling and grounding. All radio system interfaces (i.e. CSSI, AIS, DFSI, etc.) required to support the desired functionality.
- Uninterruptible Power Supply (UPS) is recommended for each Radio Gateway.
- For those Gateways and Clients that do not have a Catalyst-supplied PC on the Purchase Order, the customer or channel partner will supply all hardware and software, other than the Catalyst applications, per Catalyst specifications. At least one of each type of PC will be sent to Catalyst for approval and staging per a mutually agreed upon schedule, and the shipping charges for this activity shall be the responsibility of the Customer or Channel Partner.
- Local or Wide Area Network configured to handle Customer's other traffic and this application with acceptable response times. Network parameters must be set to handle voice over IP traffic; configuration should be reviewed with Catalyst. Quality of Service must be implemented for mission critical communications. The performance of the network is solely the customer's responsibility.
- IP Network must be configured to handle Customer's other traffic and this application with acceptable response times. Network parameters must be set to handle voice over IP traffic; configuration should be reviewed with Catalyst. Quality of Service must be implemented for mission critical communications. The performance of the network is solely the customer's responsibility.
- For those Gateways and Clients that do not have a Catalyst-supplied PC on the Purchase Order, the customer or channel partner will supply all hardware and software, other than the Catalyst applications, per Catalyst specifications. At least one of each type of PC will be sent to Catalyst for approval and staging per a mutually agreed upon schedule, and the shipping charges for this activity shall be the responsibility of the Customer or Channel Partner.
- Interface to Customer's telephony system if required.

- Customer will provide Catalyst with VPN access into the customer's network that includes Catalyst products when Customer requests technical support.

TERMS

1 Acceptance of Terms and Conditions.

This Agreement, incorporated into any Catalyst Quote or accepted Purchase Order—between Catalyst Communications Technologies, Inc. (“CCTI”) and the Customer listed on the front page of this Quote or Purchase order—and the terms and conditions contained herein (a Quote or Purchase Order) will be the complete and exclusive statement of the terms of the agreement between CCTI and Customer. Customer’s acceptance of CCTI’s tender of any of the goods or services listed in any work statement manifests Customer’s assent to the terms and conditions hereof. No addition to or modification of any of these terms and conditions will be effective unless made in writing and signed by CCTI.

2 Work to be Performed.

CCTI agrees to provide to Customer those materials and services listed in the work statement or Price Quote. A project schedule will be established shortly after contract execution. If multiple phases or milestones are required, the details will be documented including testing steps.

3 Acceptance of Goods and Services.

The basis for acceptance for all services to be performed or equipment to be supplied under this Agreement shall be Catalyst’s standard Acceptance Test Procedure.

4 Payment.

Customer agrees to pay CCTI according to the schedule listed in the Price Quote and Scope of Work. (30% up front on the combined amount; 40% on shipment to Dallas PD of Catalyst provided hardware and software; 30% upon completion and acceptance, but no later than 3 months after shipment). Customer shall pay to CCTI the full amount of any invoice sent by CCTI to Customer within thirty (30) days of Customer’s receipt of such invoice. Catalyst shall be allowed to invoice for partial shipments. A late payment fee in the amount of 1½ percent—or the maximum rate provided by law, whichever is less—of any outstanding amount due and owing to CCTI shall be charged to Customer for each calendar month that such payment is in default.

5 Title to Hardware.

Title to hardware—and all other goods provided pursuant to a Purchase Order shall pass from CCTI to Customer upon Customer’s payment, in full, for all goods and services required to be performed under the Purchase Order. Prior to the passing of title, Customer assumes the responsibility of protecting all such equipment and assumes full liability for any damage thereto upon delivery to customer’s location.

6 License.

For any and all software programs that CCTI is required to produce according to Exhibit A (the “Software”), CCTI grants Customer a nonexclusive, perpetual, irrevocable, non-terminable license to use the Software in connection with the goods and services provided pursuant to any Purchase Order. Except as otherwise provided in Section 6(F), this license to use the Software may only be transferred or assigned by Customer to a third-party upon CCTI’s prior written approval of such conveyance.

(A) CCTI retains all right, title, and interest in and to the Software, including all rights in patents, copyrights, and other intellectual property rights, subject only to the limited license granted in this Section 6. Further, CCTI is and shall be the sole owner of all inventions, discoveries, updates, improvements, modifications, and enhancements relating to the Software, whether in written or unwritten form and whether developed by CCTI, Customer or a third party.

(B) Customer understands that the Software and all related information are the proprietary and confidential property of CCTI. Customer also understands that the Software and all related information are trade secrets protected by civil and criminal law. Accordingly, Customer shall not, except as otherwise provided in this Section 6, disclose or reveal to any third party or utilize for its own benefit other than pursuant to any Purchase Order any information provided by CCTI concerning the Software without the prior written consent of CCTI. Customer further agrees to take all reasonable precautions to preserve the confidentiality of the Software and assumes the responsibility that its employees and assignees will similarly preserve this information. The duties imposed on Customer pursuant to this Section 6(C) shall survive the termination of this license or any Purchase Order.

(C) Customer agrees that it will not decompile, reverse engineer, reverse compile, disassemble or perform any similar type of operation on the Software or reengineer a comparable product in any fashion or for any purpose whatsoever without the prior written consent of CCTI. As used herein, decompiling, reverse engineering, reverse compiling, or disassembling means any process by which computer software is converted from one form to another form that is more readily understandable by human beings including, without limitation, any decoding or decrypting of any computer program that has been encoded or encrypted in any manner. Customer further agrees to take all reasonable precautions to prevent, and assumes full responsibility for, its employees' and assignees' decompiling, reverse engineering, reverse compiling, or disassembling of the Software. The duties imposed on Customer pursuant to this Section 6(E) shall survive the termination of this license or any Purchase Order.

(D) To the extent Customer provides the Software to a third-party all license provisions of this document shall apply to that third party.

(E) Except as may be otherwise provided in a Statement of Work, each registered copy of part of the Software may be installed on a single workstation. The registered version of the Software may be accessed through a network, provided a license to use the Software has been obtained for all workstations that will access the Software through the network. For instance, if multiple workstations will access a particular Software application through the network, then each of those various workstations must have its own license for that application, regardless of whether the various workstations use the application at different times or concurrently.

(F) Except as may be otherwise provided in a Statement of Work, this license does not include the right to updates, upgrades or other enhancements. Except as may be otherwise provided, CCTI reserves the right to charge for future enhancements and other maintenance services.

(G) Sub Licenses - Certain Catalyst software products offered in any Quote or Purchase Order may include software that is developed by third parties and licensed by Catalyst to provide a specific function. Catalyst has secured the rights to sublicense this software. As part of the license for software provided to you by Catalyst, Catalyst hereby grants to you, as a Sublicensee, and you hereby accept, a world-wide, non-exclusive, perpetual, non-transferable sublicense to use this third party software. This sublicensed software has, as a condition of its use, terms and conditions that are applicable to you as a sublicensee. These terms and conditions will be provided to you upon request. In the event that a license from Catalyst to you is terminated for any reason, these sublicenses are also immediately terminated.

7 Limitation of Liability.

IN NO EVENT SHALL CCTI BE LIABLE TO CUSTOMER FOR LOSS OF PROFIT OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES, ARISING OUT OF CCTI'S BREACH OF ANY PURCHASE ORDER OR OBLIGATIONS UNDER ANY PURCHASE ORDER, OR FOR ANY CLAIM MADE AGAINST CUSTOMER BY ANY OTHER PARTY, EVEN IF CCTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM EXCEPT AS OTHERWISE PROVIDED IN SECTION 9. CCTI SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY ANY DELAY IN THE DELIVERY, INSTALLATION OR FURNISHING OF THE PRODUCTS AND/OR SERVICES OUTLINED IN ANY PURCHASE ORDER. CUSTOMER AGREES THAT IN NO EVENT SHALL CCTI'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE TOTAL FEE PAID BY CUSTOMER PURSUANT TO ANY PURCHASE ORDER. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF ANY PORTION OF ANY PURCHASE ORDER, EXCLUDING THOSE ACTIONS ARISING OUT OF THE DUTIES IMPOSED BY SECTIONS 6(C)–(E) AND (G) HEREIN, MAY BE BROUGHT BY EITHER CCTI OR CUSTOMER MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ACCRUED.

8 Indemnification by CCTI.

CCTI shall defend or settle any proceeding brought against Customer, and Customer's directors, officers, and employees, to the extent that the proceeding is based on a claim that the products and system delivered to Customer according to the specifications in any Purchase Order constitutes an infringement of a U.S. copyright or an existing U.S. patent, PROVIDED, HOWEVER, that Customer is not in default of any provision of any Purchase Order and that CCTI is notified immediately in writing of the proceeding and is given complete authority and information necessary to defend the same; CCTI shall pay all damages and costs awarded therein against Customer, but CCTI shall not be responsible for any cost, expense or compromise incurred or made by Customer without CCTI's prior written consent. CCTI shall have no liability for any claim of infringement, nor any obligation to indemnify Customer, if such claim of infringement is based upon use of the Software and related products in some state other than the unaltered state of the Software and related products immediately upon CCTI's final installation thereof according to any Statement of Work, if such claim for infringement would have been avoided if the Software and related products were used in such an unaltered state. CCTI's indemnification obligations shall survive the termination of any Quote or Purchase Order.

9 Indemnification by Customer.

Customer shall defend, indemnify, and hold harmless CCTI and its directors, officers, and employees from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind by reason of injury to or death of any person or damage to or destruction of property arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of Customer, its employees, subcontractors or agents in performance under this Agreement, PROVIDED, HOWEVER, that CCTI is not in default of any provision of any Purchase Order and that Customer is notified immediately in writing of any claim filed against CCTI for which Customer is to be ultimately liable under this provision. Customer shall not be responsible for any such losses, liabilities, claims, judgments, costs, demands and expenses caused solely by the negligence or willful misconduct of CCTI, its directors, officers or employees. Customer's indemnification obligations shall survive the termination of this Agreement.

10 Relationship of Parties.

Both CCTI and Customer will be, and shall act as, an independent contractor and not as an agent, employee, partner or joint venturer of the other party for any purpose and neither party by virtue of any Purchase Order shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party. The acts and omissions of Customer's employees, agents and subcontractors of any tier shall be deemed to be the acts and omissions of Customer.

11 Government Regulation.

To the extent that Customer's use of the Software and related products is regulated by the Federal Communications Commission or other government agency, Customer bears the sole burden on ensuring its use of the Software and related products conforms with all government rules, or the informal interpretations thereof communicated from time to time by the government staff, including, without limitation, the maintaining of any required permits and the payment of any tax or duty imposed by the government agency.

12 Force Majeure.

Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority act of the public enemy or due to war, riot, flood, civil commotion, earthquake, insurrection, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power, malfunctions or equipment or Software or any other cause beyond the reasonable control of the party delayed.

13 Severability.

The legality of any part of this Agreement shall not affect the legality of any other part. If a portion of this Agreement shall be found to be unenforceable, then that portion shall be ignored and the balance of this Agreement shall be enforced as though it had been written without the unenforceable provision.

14 Governing Law and Venue.

This Agreement shall be governed by the laws of the the Superior Court, Paulding County, Georgia.

15 Disputes.

Any dispute as to the interpretation of the services to be performed or equipment to be supplied under this Agreement shall be resolved according to the following procedure:

(A).Prior to the initiation of formal dispute resolution procedures, the Parties shall first attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement by negotiation between the executives who have authority to settle the controversy and who are at a higher level of management than the person with direct responsibility for the administration of this Agreement.

(B).If the matter in dispute has not been resolved within sixty (60) days after the delivery of the notice, or if the Parties fail to meet within thirty (30) days, then the dispute shall be settled through Arbitration.

16 Insurance.

Catalyst currently carries the following insurance. These types and levels of insurance shall be the only ones applicable to this contract. Catalyst can provide a Certificate of Liability Insurance to the Customer if requested. Catalyst will notify the Customer if this coverage changes.

Commercial General Liability:

\$1,000,000 for each occurrence

\$2,000,000 general aggregate

\$2,000,000 products – comp/op aggregate

Automobile Liability: \$1,000,000 combined single limit

Umbrella Liability: \$1,000,000 for each occurrence

Workers Compensation: \$1,000,000 for each accident

WARRANTY

CCTI's Limited Warranty and Disclaimer.

(A) CCTI warrants to Customer:

- (i) that CCTI is the sole owner of the Software;
- (ii) that the Software and CCTI's use of the Software in its performance of the tasks set forth in Exhibit A do not violate any patent, copyright or other right;
- (iii) that CCTI has the exclusive authority to grant Customer the rights granted by any Purchase Order, specifically the license granted in the Terms of this Agreement;
- (iv) that such grant will not violate the rights of any third party;
- (v) that CCTI's products are free from any lawful security interest or other lien or encumbrance unknown to Customer;

(vi) that, for a period of twelve (12) months from the date of original shipment the Software will be free from defects in material and workmanship which arise under proper and normal use and service;

(vii) that for a period of twelve (12) months from the date of installation or fifteen (15) months from the date of original shipment, whichever period expires first, hardware products listed in any Quote or Purchase Order will be free from defects in material and workmanship which arise under proper and normal use and service; and

(viii) that the Software, at the time of shipment, shall perform substantially in accordance with the specifications listed in the corresponding user manuals provided by CCTI at the time of shipment.

(B) EXCEPT AS PROVIDED ABOVE, CCTI MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO PERFORMANCE OR MERCHANTABILITY OF THE SOFTWARE AND RELATED PRODUCTS PRODUCED PURSUANT TO EXHIBIT A. THE SOFTWARE AND ACCOMPANYING FILES AND PRODUCTS ARE SOLD "AS IS." Particularly, radio systems are subject to degradation of service from a variety of natural and artificial phenomena including "skip," motor and ignition noise, metal shielding, terrain contours, interference by users of the same or adjacent channels, intermodulation and other phenomena. Furthermore, network disruptions from excessive loading, equipment failures, and other issues can distort or drop audio and signaling. Accordingly, CCTI cannot and does not warrant or guaranty the delivery of any message including audio or indication that audio is being transmitted or received at any point in time. Therefore, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED. Good data processing procedure dictates that any program be thoroughly tested with non-critical data before relying on that program. Customer shall determine the suitability of the Software and related products covered by any Purchase Order for its intended use and shall assume all risk and liability in connection with this determination. CCTI DOES NOT WARRANT THAT ANY OF ITS PRODUCTS WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS NOR DOES CCTI WARRANT THAT ANY OF ITS PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR FREE.

In the event of a claim by Customer under this limited warranty, Customer's exclusive remedy is limited to CCTI's decision, in its complete and sole discretion, whether to refund, repair or replace (either at CCTI's plant or at such other place as may be agreed upon between CCTI and Customer) such defects at no cost to Customer. Transportation costs in connection with the return of products to CCTI's plant or designated facility shall be paid by Customer. No representative of CCTI is authorized to make any warranty not specifically expressed in this Section. Nothing in this Section shall be construed as a warranty or guaranty of the delivery of constant or uninterrupted audio transmission.