



May 12, 2023

Chief John Quaka
Tupelo Police Department
400 North Front Street
Tupelo, MS 38804

Subject: Service Agreement Proposal

Dear Chief Quaka,

Fūsus is honored that the Tupelo Police Department is considering our organization to support its community safety initiatives by providing a platform to view public and community video sources for incident situational awareness and investigations.

Fūsus will provide a video and data collaboration platform to expedite intelligence gathering and efficiency of response to situations as they unfold throughout the community. Further, the platform is tied to a community-facing website portal for video camera registry, providing a tool for identifying the location of cameras in proximity to incidents, as well as a means for efficient outreach to collect recorded video and image files from camera owners both public and private.

This Service Agreement Proposal and related software subscription will become effective upon signing and continue for sixty (60) months.

1. Initial Scope of Work: The following fūsus Pro Package software and associated hardware will be delivered and installed as part of this agreement.
 - a. fūsusONE™: Initial setup, access and training of users to include up to 500 data points and 500 public/private video feeds
 - b. fūsusCORE™: Installation and setup of:
 - i. Fifteen (15) fūsusCORE Pro™ Appliances
 - ii. One (1) fūsusCORE Elite AI™ Appliances
 - c. fūsusREGISTRY™: Creation of a custom website portal for community members to register privately owned cameras
 - d. fūsusVAULT™: Implementation of a CJIS compliant evidence vault for the storage of up to 5TB of videos and still images captured via the fūsusONE™ platform
 - e. fūsusOPS™: Implementation of our smart-phone app which provides viewing of live camera feeds and setting up and transmitting the location of teams for special events and critical incident management
 - f. fūsusTIPS™: Implementation of our SMS service that provides text communications of pictures, audio and video directly into fūsusVault™
 - g. fūsusNOTIFY™: Implementation of our SMS text service that provides text notifications to community members
 - h. fūsusAlert™: Implementation of our iOS/Android application which provides panic alerting to fūsusONE™ along with geolocation of persons in distress and automatic docking of nearby camera assets in the fūsusONE™ platform
 - i. fūsusANALYTICS™: Implementation of our crime and incident heat mapping and analysis platform
 - j. fūsusCONNECT Call-Out: One (1) month fūsus call-out to businesses within the jurisdiction to assist with camera registration and integration

- k. fūsusCONNECT Microsite: Development of an agency specific website landing page to assist with building camera registration and integration of community video assets
- l. fūsusINCIDENT™: Implementation of the Fūsus Situational Awareness system for bi-directional telestration, icon marking, floorplan room clearing, planning, and resource staging from Emergency Operation Center workstations and mobile field-based users on laptops and iOS/Android mobile devices
- m. fūsusLIVELINK™: Provision of a live link system which allows 911 callers to initiate a camera stream in the event of an emergency to the Department, along with a one-to-many methodology for secure and encrypted responder-group sharing during an emergency
- n. fūsusOVERWATCH: Allows users the ability to track vehicles and people from one camera to another
- o. Remote Configuration of fūsus Core(s)
- p. Integration of all current and future video feeds
- q. Integration of Computer Aided Dispatch, AVL, drone feeds, covert cameras, and license plate readers as required

Note: fūsus™ will provide continuing data and IoT integrations at no additional charge for the life of the agreement

2. Payment and Subscription Terms:

a. Payment 1: Due Upon Contract Signing	\$100,000
b. Payment 2: Due Upon 1 st Anniversary of Contract Signing	\$100,000
c. Payment 3: Due Upon 2 nd Anniversary of Contract Signing	\$100,000
d. Payment 4: Due Upon 3 rd Anniversary of Contract Signing	\$100,000
e. Payment 5: Due Upon 4 th Anniversary of Contract Signing	\$100,000

Invoices for payments 2, 3, 4 and 5 will be sent 60 days prior to their respective due dates.

Note: Additional fūsusCORE™ appliances may be purchased for the following per unit price schedule.

a. CORE Lite:	\$200/each
b. CORE Lite Extended:	\$300/each
c. CORE Pro:	\$600/each
d. CORE Pro Extended:	\$1,000/each
e. CORE Elite:	\$4,000/each
f. CORE Elite AI:	\$5,000/each

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

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

Subscription to fūsusONE™ includes all the following:

- a. Unlimited Users for Your Agency to fūsusONE™ – Real-Time Crime Center in the Cloud
- b. Unlimited Access for Your Agency to the fūsusONE™ Dashboard
- c. Floorplan Integration for designated locations in fūsusONE™
- d. Ongoing Integration Services with the CAD System
- e. Installation and Technical Phone Support
- f. Provide a Full Solution Warranty for the Life of the Agreement
- g. Live U.S.-Based Phone Technical Support for the Life of the Agreement

4. Technical Requirements:

- a. Camera live-sharing compatibility will be assessed for each location before CORE delivery.
- b. The customer will designate a primary POC for the deployment of the fūsus™ solution.
- c. Minimum network speed of .5 mb/s for live video sharing will be required for each CORE location.

5. Terms and Conditions:

The use of and access to fūsus™ products and services is subject to the fūsus™ Terms of Service V08.30.2022 found at <https://www.fusus.com/fusus-terms-of-service>.

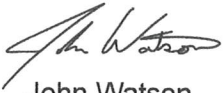
The Termination for Convenience Clause Asserts that the customer may, at its sole discretion, terminate the agreement with 30 days of written notice to Fūsus. Services will be reimbursed on a pro-rated basis from the last day of the term through the agreement's remainder. The cost of any unreturned or unserviceable fūsusCORE(s), as listed above in Section 2, will be deducted from the refund.

6. Addenda:

The terms of the Mandatory Addendum to City of Tupelo Contracts is attached hereto as "Exhibit A." The terms of said addendum are agreed to by the parties and shall be incorporated fully herein.

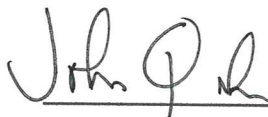
We are privileged to work with you on this project. Should you have any questions at any time, please feel free to call (765) 237-1769 or email me at jdw@fusus.com.

Respectfully,



John Watson
Vice President of Sales

Approved (Signature):



By (Print Name/Title):

John Quack Chief

Date

5/24/23

EXHIBIT "A"

Mandatory Addendum to
All City of Tupelo Contracts
October 28, 2022

The City of Tupelo (hereinafter "TUPELO"), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

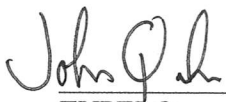
1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO.
10. TUPELO may not and does not agree to the payment of attorney fees of a “prevailing party” unless specifically authorized by statute. E.g. Miss. Code Anno. § 31-7-309 (1972 as amended) payment of interest on outstanding invoice. Miss AG Op., Nowak, 2009 WL 367665 (Miss.A.G.).
11. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
12. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
13. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
14. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
15. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
16. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. “Sensitive” means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control

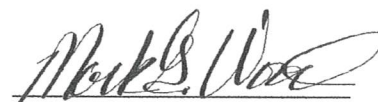
and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

17. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away the successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
18. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation or for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
19. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013
20. All payments shall be made by TUPELO within forty-five (45) days of invoice, unless disputed. In the case of a bona fide dispute, TUPELO shall pay only the amount of the invoice not disputed. Interest shall be paid at a rate of one and one-half percent (1- ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor.
Miss. Code Anno. §31-7-305 (1972 as amended)

Acknowledged and agreed:



TUPELO
Date: 5/24/23



CONTRACTING PARTY
Date: May 23, 2023