

**US DIGITAL DESIGNS**  
by Honeywell  
1150 W Grove Pkwy St #110  
Tempe, AZ 85283



**US DIGITAL DESIGNS**  
by Honeywell

Author: JA  
Date: 11/14/2025  
Expires: 12/31/2025  
Proposal: CA\_SLNA006 v3

Quotation to:  
**City of Salinas, CA**  
**Salinas Fire Department**

Project:

**G2 Fire Station Alerting System**

**Five (5) Station Systems & Six (6) Flex Alert Devices**

Pricing pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba NPPgov - Contract #PS20350. More information available at: <https://nppgov.com/contract/honeywell/>

Salinas Fire Department is a member: M-5713511

**Paul Gyore**  
**Principal Territory Manager**  
**(602)-828-0287**  
**(602)-687-1730**  
Paul.Gyore@honeywell.com  
stationalerting.com

Installation by:  
Tech Electric

This proposal is subject to corrections due to errors or omissions

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## **STATION 02**

USDD Design Referenced:  
USDD.CA\_SLNA.ALL\_STATIONS.FSA.2024.12.12

### **STATION SYSTEM LICENSES**

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	\$ 1,433.25	\$ 1,289.93	\$ 1,289.93
G2-APP-DLA	G2 Mobile FSAS App	24	\$ 15.00	\$ 13.50	No Charge

### **STATION SYSTEM CONTROLLER**

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
UPS-STD	ATX UPS, Standard	1	\$ 1,017.64	\$ 915.88	\$ 915.88
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	\$ 77.25	\$ 69.53	\$ 69.53

### **STATION SYSTEM PERIPHERAL COMPONENTS**

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
TV-R	G2 HDTV Remote	2	\$ 1,121.50	\$ 1,009.35	\$ 2,018.70
MR-2	G2 Message Remote 2	2	\$ 1,753.75	\$ 1,578.38	\$ 3,156.76
USDD-LCD-SIGN	G2 LCD Message Sign	2	\$ 3,000.00	\$ 2,700.00	\$ 5,400.00
MS-MNT	MS Mount - Articulating	2	\$ 390.00	\$ 351.00	\$ 702.00
RR-2	G2 Room Remote 2	1	\$ 2,275.35	\$ 2,047.82	\$ 2,047.82
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	7	\$ 374.00	\$ 336.60	\$ 2,356.20
SPK-OAS	G2 Speaker - OmniAlertStrobe	2	\$ 1,575.00	\$ 1,417.50	\$ 2,835.00
SPK-STD-FM	Speaker - Standard, Flush Mount	1	\$ 132.30	\$ 119.07	\$ 119.07
SPK-W-SM	Speaker - Weatherized, Surface Mount	2	\$ 373.75	\$ 336.38	\$ 672.76

### **STATION SYSTEM SERVICES**

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation by: <b>Tech Electric</b>	1	\$ 34,940.40	\$ 31,446.36	\$ 31,446.36
ST-SU	Station Configuration & Commissioning	1	\$ 2,750.00	\$ 2,475.00	\$ 2,475.00
ST-PM	Station Project Management	1	\$ 1,500.00	\$ 1,350.00	\$ 1,350.00
ST-ES	Station Engineering & Design Services	1	\$ 750.00	\$ 675.00	\$ 675.00
FREIGHT-CHARGES	Shipping	1	\$ 766.00	\$ 766.00	\$ 766.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	<p><b>[STANDARD] 1st Year Warranty &amp; Support - Included with Initial Purchase</b></p> <p>Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;</p> <p>Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;</p>	1.0	\$	4,725.43 \$	4,252.89 No Charge

STATION 02

Equipment Only: \$ 42,528.90

System:	\$ 78,475.26
Shipping:	\$ 766.00
Warranty & Support:	\$ -
Estimated Tax:	\$ 3,933.92
Station Subtotal:	\$ 83,175.18

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## STATION 03

USDD Design Referenced:  
USDD.CA\_SLNA.ALL\_STATIONS.FSA.2024.12.12

### STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	\$	1,433.25	\$ 1,289.93
G2-APP-DLA	G2 Mobile FSAS App	24	\$	15.00	\$ 13.50
					No Charge

### STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	\$	23,272.50	\$ 20,945.25
UPS-STD	ATX UPS, Standard	1	\$	1,017.64	\$ 915.88
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	\$	77.25	\$ 69.53
					69.53

### STATION SYSTEM PERIPHERAL COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
TV-R	G2 HDTV Remote	1	\$	1,121.50	\$ 1,009.35
PB-B	Push Button, Standard (Black)	1	\$	126.50	\$ 113.85
PB-R	Push Button, Emergency (Red)	1	\$	126.50	\$ 113.85
USDD-LCD-SIGN	G2 LCD Message Sign	1	\$	3,000.00	\$ 2,700.00
MS-MNT	MS Mount - Articulating	1	\$	390.00	\$ 351.00
RR-2	G2 Room Remote 2	2	\$	2,275.35	\$ 2,047.82
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	11	\$	374.00	\$ 3,702.60
SPK-OAS	G2 Speaker - OmniAlertStrobe	1	\$	1,575.00	\$ 1,417.50
SPK-STD-FM	Speaker - Standard, Flush Mount	3	\$	132.30	\$ 119.07
SPK-W-SM	Speaker - Weatherized, Surface Mount	2	\$	373.75	\$ 336.38
XFMR	Transformer, 80hm to 70V, External	1	\$	74.20	\$ 66.78
					66.78

### STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation by: <b>Tech Electric</b>	1	\$	38,667.20	\$ 34,800.48
ST-SU	Station Configuration & Commissioning	1	\$	2,750.00	\$ 2,475.00
ST-PM	Station Project Management	1	\$	1,500.00	\$ 1,350.00
ST-ES	Station Engineering & Design Services	1	\$	750.00	\$ 675.00
FREIGHT-CHARGES	Shipping	1	\$	772.00	\$ 772.00
					772.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	<p><b>[STANDARD] 1st Year Warranty &amp; Support - Included with Initial Purchase</b></p> <p>Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;</p> <p>Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;</p>	1.0	\$	4,202.35 \$	3,782.11 No Charge

STATION 03

Equipment Only: \$ 37,821.13

System:	\$ 77,121.61
Shipping:	\$ 772.00
Warranty & Support:	\$ -
Estimated Tax:	\$ 3,498.45
Station Subtotal:	\$ 81,392.06

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## STATION 04

USDD Design Referenced:  
USDD.CA\_SLNA.ALL\_STATIONS.FSA.2024.12.12

### STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	\$ 1,433.25	\$ 1,289.93	\$ 1,289.93
G2-APP-DLA	G2 Mobile FSAS App	24	\$ 15.00	\$ 13.50	No Charge

### STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25
UPS-STD	ATX UPS, Standard	1	\$ 1,017.64	\$ 915.88	\$ 915.88
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	\$ 77.25	\$ 69.53	\$ 69.53

### STATION SYSTEM PERIPHERAL COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
TV-R	G2 HDTV Remote	1	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35
PB-B	Push Button, Standard (Black)	1	\$ 126.50	\$ 113.85	\$ 113.85
PB-R	Push Button, Emergency (Red)	1	\$ 126.50	\$ 113.85	\$ 113.85
MR-2	G2 Message Remote 2	1	\$ 1,753.75	\$ 1,578.38	\$ 1,578.38
USDD-LCD-SIGN	G2 LCD Message Sign	1	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00
MS-MNT	MS Mount - Articulating	1	\$ 390.00	\$ 351.00	\$ 351.00
RR-2	G2 Room Remote 2	2	\$ 2,275.35	\$ 2,047.82	\$ 4,095.64
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	8	\$ 374.00	\$ 336.60	\$ 2,692.80
SPK-OAS	G2 Speaker - OmniAlertStrobe	1	\$ 1,575.00	\$ 1,417.50	\$ 1,417.50
SPK-STD-FM	Speaker - Standard, Flush Mount	5	\$ 132.30	\$ 119.07	\$ 595.35
SPK-W-SM	Speaker - Weatherized, Surface Mount	2	\$ 373.75	\$ 336.38	\$ 672.76

### STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation by: Tech Electric	1	\$ 40,064.93	\$ 36,058.44	\$ 36,058.44
ST-SU	Station Configuration & Commissioning	1	\$ 2,750.00	\$ 2,475.00	\$ 2,475.00
ST-PM	Station Project Management	1	\$ 1,500.00	\$ 1,350.00	\$ 1,350.00
ST-ES	Station Engineering & Design Services	1	\$ 750.00	\$ 675.00	\$ 675.00
FREIGHT-CHARGES	Shipping	1	\$ 767.00	\$ 767.00	\$ 767.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	<p><b>[STANDARD] 1st Year Warranty &amp; Support - Included with Initial Purchase</b></p> <p>Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;</p> <p>Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;</p>	1.0	\$	4,284.56 \$	3,856.11 No Charge

STATION 04

Equipment Only:	\$ 38,561.07
System:	\$ 79,119.51
Shipping:	\$ 767.00
Warranty & Support:	\$ -
Estimated Tax:	\$ 3,566.90
Station Subtotal:	\$ 83,453.41

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## STATION 05

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### STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	\$	1,433.25	\$ 1,289.93
G2-APP-DLA	G2 Mobile FSAS App	24	\$	15.00	\$ 13.50
					No Charge

### STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	\$	23,272.50	\$ 20,945.25
UPS-STD	ATX UPS, Standard	1	\$	1,017.64	\$ 915.88
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	\$	77.25	\$ 69.53
					69.53

### STATION SYSTEM PERIPHERAL COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
TV-R	G2 HDTV Remote	1	\$	1,121.50	\$ 1,009.35
PB-B	Push Button, Standard (Black)	1	\$	126.50	\$ 113.85
PB-R	Push Button, Emergency (Red)	1	\$	126.50	\$ 113.85
MR-2	G2 Message Remote 2	1	\$	1,753.75	\$ 1,578.38
USDD-LCD-SIGN	G2 LCD Message Sign	1	\$	3,000.00	\$ 2,700.00
MS-MNT	MS Mount - Articulating	1	\$	390.00	\$ 351.00
RR-2	G2 Room Remote 2	4	\$	2,275.35	\$ 2,047.82
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	12	\$	374.00	\$ 336.60
SPK-OAS	G2 Speaker - OmniAlertStrobe	1	\$	1,575.00	\$ 1,417.50
SPK-STD-FM	Speaker - Standard, Flush Mount	6	\$	132.30	\$ 119.07
					714.42

### STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation by: <b>Tech Electric</b>	1	\$	45,422.67	\$ 40,880.40
ST-SU	Station Configuration & Commissioning	1	\$	2,750.00	\$ 2,475.00
ST-PM	Station Project Management	1	\$	1,500.00	\$ 1,350.00
ST-ES	Station Engineering & Design Services	1	\$	750.00	\$ 675.00
FREIGHT-CHARGES	Shipping	1	\$	852.00	\$ 852.00

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
RS-1YR-STD	<p><b>[STANDARD] 1st Year Warranty &amp; Support - Included with Initial Purchase</b></p> <p>Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;</p> <p>Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding USDD holidays;</p>	1.0	\$	4,827.71	\$ 4,344.94 No Charge

STATION 05

Equipment Only: \$ 43,449.42

System:	\$ 88,829.82
Shipping:	\$ 852.00
Warranty & Support:	\$ -
Estimated Tax:	\$ 4,019.07
Station Subtotal:	\$ 93,700.89

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## STATION 06

USDD Design Referenced:  
USDD.CA\_SLNA.ALL\_STATIONS.FSA.2024.12.12

### STATION SYSTEM LICENSES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
G2-VA	G2 VoiceAlert - Single Station License	1	\$	1,433.25	\$ 1,289.93
G2-APP-DLA	G2 Mobile FSAS App	24	\$	15.00	\$ 13.50
					No Charge

### STATION SYSTEM CONTROLLER

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ATX	G2 ATX Station Controller	1	\$	23,272.50	\$ 20,945.25
UPS-STD	ATX UPS, Standard	1	\$	1,017.64	\$ 915.88
UPS-WMB	Wall-Mount for UPS (Shelf/Bracket)	1	\$	77.25	\$ 69.53
					69.53

### STATION SYSTEM PERIPHERAL COMPONENTS

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
PB-B	Push Button, Standard (Black)	1	\$	126.50	\$ 113.85
PB-R	Push Button, Emergency (Red)	1	\$	126.50	\$ 113.85
MR-2	G2 Message Remote 2	1	\$	1,753.75	\$ 1,578.38
USDD-LCD-SIGN	G2 LCD Message Sign	1	\$	3,000.00	\$ 2,700.00
MS-MNT	MS Mount - Articulating	1	\$	390.00	\$ 351.00
RR-2	G2 Room Remote 2	1	\$	2,275.35	\$ 2,047.82
SPK-LED-FM	G2 Speaker - LED Illuminated, Flush Mount	6	\$	374.00	\$ 2,244.00
SPK-OAS	G2 Speaker - OmniAlertStrobe	1	\$	1,575.00	\$ 1,417.50
SPK-STD-FM	Speaker - Standard, Flush Mount	3	\$	132.30	\$ 396.90
SPK-W-SM	Speaker - Weatherized, Surface Mount	2	\$	373.75	\$ 747.50

### STATION SYSTEM SERVICES

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
ST-INST	Station Installation by: <b>Tech Electric</b>	1	\$	33,954.80	\$ 30,559.32
ST-SU	Station Configuration & Commissioning	1	\$	2,750.00	\$ 2,475.00
ST-PM	Station Project Management	1	\$	1,500.00	\$ 1,350.00
ST-ES	Station Engineering & Design Services	1	\$	750.00	\$ 675.00
FREIGHT-CHARGES	Shipping	1	\$	663.00	\$ 663.00

## STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT

Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
<b>STATION 06</b>					
<b>Equipment Only: \$ 34,592.56</b>					
				System: \$ 69,651.88	
				Shipping: \$ 663.00	
				Warranty & Support: \$ -	
				Estimated Tax: \$ 3,199.81	
				Station Subtotal: \$ 73,514.69	

### Warranty & Support Notes:

Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

### Station System Installation Notes:

- 01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
- 02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
- 03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
- 04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
- 05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
- 06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
- 07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
- 08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
- 09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
- 10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
- 11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
- 12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
- 13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
- 14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
- 15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

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## **FLEX ALERT**

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### **FLEX ALERT COMPONENTS**

SAP Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
USDD-FLEX	Flex Alert Device - Requires USDD-FLEX-APP annual recurring subscription	6	\$	277.78	\$ 1,500.00

### **FLEX ALERT SUBSCRIPTION OPTIONS**

SAP Part No.	Description	Quantity	US List Unit	Unit Price	Extended Price
USDD-FLEX-APP	Flex Alert Annual Recurring Subscription - Requires USDD-FLEX ALERT device to receive alerts	6	\$	66.67	\$ 360.00

USDD-FLEX	\$ 1,500.00
USDD-FLEX-APP	\$ 360.00
Shipping	\$ 102.00
Estimated Tax:	\$ 138.75
<b>Flex Alert Subtotal</b>	<b>\$ 2,100.75</b>

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## Section Totals

Unless Otherwise Noted, All Prices are \$USD

<b>STATION 02 SYSTEM:</b>	\$ 79,241.26
STATION 02 WARRANTY & SUPPORT:	\$ -
STATION 02 ESTIMATED TAX:	\$ 3,933.92
<b>STATION 03 SYSTEM:</b>	\$ 77,893.61
STATION 03 WARRANTY & SUPPORT:	\$ -
STATION 03 ESTIMATED TAX:	\$ 3,498.45
<b>STATION 04 SYSTEM:</b>	\$ 79,886.51
STATION 04 WARRANTY & SUPPORT:	\$ -
STATION 04 ESTIMATED TAX:	\$ 3,566.90
<b>STATION 05 SYSTEM:</b>	\$ 89,681.82
STATION 05 WARRANTY & SUPPORT:	\$ -
STATION 05 ESTIMATED TAX:	\$ 4,019.07
<b>STATION 06 SYSTEM:</b>	\$ 70,314.88
STATION 06 WARRANTY & SUPPORT:	\$ -
STATION 06 ESTIMATED TAX:	\$ 3,199.81
<b>Notes:</b> Five (5) Station Systems currently included in this proposal with installation provided by Tech Electric.	
<b>Station-Level Subtotal:</b>	<b>\$ 415,236.24</b>

FLEX ALERT DEVICE	\$ 1,602.00
ANNUAL RECURRING SUBSCRIPTION	\$ 360.00
FLEX ALERT ESTIMATED TAX:	\$ 138.75
<b>Flex Alert Subtotal:</b>	<b>\$ 2,100.75</b>

<b>Equipment &amp; Warranty Total:</b>	<b>\$ 398,980.08</b>
<b>Tax Total:</b>	<b>\$ 18,356.91</b>
<b>US Digital Designs System Total:</b>	<b>\$ 417,336.99</b>

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

Dispatch or station level training is not included in this proposal. Contact your Regional Territory Manager to schedule additional training if needed

## **TERMS AND CONDITIONS OF HONEYWELL PRODUCT SALES**

These terms and conditions of sale ("Terms and Conditions") are adopted effective January 1, 2023 (the "Terms and Conditions Effective Date"), and supersede all prior versions covering the sale of products and related services (collectively, "Products", as defined more specifically below) by Honeywell International Inc., through its US Digital Designs group ("Honeywell"). References to "Customer", "you", or "your" all pertain to the purchaser of Products. These Terms and Conditions, together with any separate agreement you may have with Honeywell that specifically references these Terms and Conditions (collectively, the "Agreement") set forth the entire agreement between the parties relating to your purchase of Honeywell Products. The Agreement may only be modified by an authorized representative of each party in a signed writing.

1. **ORDERS.** Orders (including any revised and follow-on orders) (each, an "Order") for Honeywell Products are non-cancelable, except as expressly set forth herein, and will be governed by the terms of the Agreement. All Orders are subject to acceptance by Honeywell and shall include the following information: purchase order number; customer's legal name and billing address; Customer's shipping address; and a list of the Products and quantities for each different type of Product Customer wishes to order. Honeywell's acknowledgment of its receipt of an Order shall not constitute acceptance of such Order.
  - 1.1 **No Returns.** Because of the nature of System and its Products, Honeywell cannot accept returns of Product for refund, credit, exchange or any other purpose. Notwithstanding, defective Products may be returned as provided for under Section 9.4 – Return Material Authorization Process. Customer must thoroughly assess its requirements and specifications prior to ordering.
2. **REMITTANCES.** All invoices shall be due and payable upon receipt in United States currency, free of exchange or any other charges, or as otherwise agreed in writing by Honeywell.
3. **QUOTE PRICING.** This proposal expires 30 days after its date. Prices are subject to correction for error. Prices, terms, conditions, and Product or Service specifications are subject to change without notice. Pricing is subject to immediate change upon announcement of Product discontinuance.
4. **PAYMENT.**
  - 4.1 **Invoicing & Payment.** Honeywell reserves the right to invoice Customer monthly for all materials delivered. Invoices are due thirty (30) days from the date of the invoice, unless prepayment is required in the quote. If the Customer becomes overdue in any progress payment, Honeywell shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, or the maximum amount allowed by law, and shall also be entitled to avail itself of any other legal or equitable remedies. Customer agrees that it will pay and/or reimburse Honeywell for any and all reasonable attorneys' fees and costs which are incurred by Honeywell in the collection of amounts due and payable hereunder.
  - 4.2 **Payment Disputes.** Any disputes must be provided to Honeywell as soon as possible and must be accompanied by detailed supporting information. Disputes as to invoices are deemed waived fifteen (15) days following the invoice date. In the event that any portion of an invoice is undisputed, such undisputed amount must be paid by no later than the invoice due date.
  - 4.3 **No Set Off.** Neither Customer nor any related entities (or representatives or agents thereof) shall attempt to set off or recoup any invoiced amounts or any portion thereof against other amounts that are due or may become due from Honeywell, its parent, affiliates, subsidiaries or other legal entities, business divisions, or units.
  - 4.4 **Credit Card Payments.** All Honeywell quotes are developed for the Customer with the understanding that any purchase of the Products listed thereon will facilitated using to Honeywell's standard Purchase Order and Invoice process. If Customer would rather seek to use a Credit Card for purchase, then said order would be subject to a 4% credit card surcharge.
5. **SURCHARGES.**
  - 5.1 For avoidance of doubt, Orders placed prior to the Terms and Conditions Effective Date which have not been delivered, including those on backlog or which requested delivery more than twelve (12) months from the date of Order, are subject to Surcharges.
  - 5.2 Honeywell will invoice Customer, and Buyer agrees to pay for any Surcharges pursuant to the standard payment terms in these Terms and Conditions. If a dispute arises with respect to Surcharges and that dispute remains open for more than fifteen (15) days, Honeywell may, in its sole discretion, withhold performance or future shipments, or combine any other rights and remedies under this Agreement or permitted by law, until the dispute is resolved. The terms of this Section shall prevail in the event of inconsistency with any other terms in these Terms and Conditions. Any Surcharges, as well as the timing, effectiveness, and method of determination thereof, will be separate from and in addition to any changes to pricing that are affected by any other provisions in these Terms and Conditions.
6. **CANCELLATION AND SUSPENSION.** Any Order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay Honeywell for all work in progress, all inventoried or ordered project parts and materials, and all other costs incurred by Honeywell related to the Order.
7. **TAXES.** Honeywell's pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), tariffs and duties (including, but not limited to, amounts imposed upon the Product(s) or bill of material thereof under any Trade Act, including, but not limited to, the Trade Expansion Act, section 232 and the Trade Act of 1974, section 301) and charges (collectively "Taxes"). All Taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax Honeywell is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer, shall be the responsibility of and be invoiced to Customer, unless, at the time of Order placement, Customer furnishes Honeywell with a valid exemption certificate or other documentation sufficient to verify exemption from Taxes, including, but not limited to, a direct pay permit. Customer agrees to pay all such Taxes and further agrees to reimburse Honeywell for any such payments made by Honeywell.
8. **SHIPPING/DELIVERY/RISK OF LOSS.**

**8.1. Delivery Liability.** Delivery and shipment dates for Products are estimates only. Deliveries may be made in partial shipments. Honeywell and its affiliated entities are not liable, either directly or indirectly, for delays of carriers or delays in connection with any Force Majeure Event (as defined in Section 17 below), and the estimated delivery date shall be extended accordingly.

**8.2. Future Delivery and Repricing.** Honeywell will schedule delivery in accordance with its standard lead times unless the Order states a later delivery date or the parties otherwise agree in writing. Honeywell will accept Orders with a future ship date of up to eighteen (18) months from the date of the entry of the Order. Customer agrees that in the event an Order is scheduled to be delivered more than six (6) months from the date of the entry of the Order, Honeywell may, in its sole determination and at each six (6) month anniversary of the date of the entry of the Order, adjust the pricing of the Order to conform to the then-current prices of the Honeywell Products included in the Order. Honeywell will include any repricing in its final invoice related to the Order.

**8.3. Storage Fees.** If delivery takes place more than six (6) months from the date of the entry of the Order, Customer agrees to pay Honeywell a storage fee (the "Storage Fee"), as set forth in the quote, for each month after six (6) months from the date of the entry of the Order. Customer has not taken delivery of the Products in the Order. Honeywell will separately invoice any storage fees owed under this Section at the end of each month for which the storage fees are owed.

**8.4. Title & Risk of Loss.** Unless otherwise specifically detailed in this quote, delivery terms for Products (excluding software and services) are (i) EX Works (EXW Incoterms 2020) Honeywell's point of shipment ("Honeywell Dock") for all shipments (except that Honeywell is responsible for obtaining any export license), and (ii) F.O.B. Honeywell Dock for all domestic shipments. For shipments from a Honeywell Dock to a Buyer location within the same country, the import/export provisions of the INCOTERMS do not apply. Honeywell shall be responsible for obtaining insurance on each shipment to Customer for the full value of the shipment. Shipment shall be to a single point of delivery.

**9.** **LIMITED WARRANTY.** CUSTOMER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON ANY PRODUCT SOLD IN CONNECTION WITH THIS QUOTE IS AS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE PRODUCTS. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.

**9.1. Product Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), Honeywell warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from Customer's the "Go Live Date" ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance. For purposes of subparagraph, "Go-Live Date" shall mean means the date on which an authorized Honeywell technician has inspected and approved installations, confirmed that all connections and start-up configurations are properly working, and confirming the System can send and receive alerts through the configured communication pathways.

**9.2. Product Defects.** If a Defect with a Product arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell at its option, will either (1) repair the Product defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Product with a Product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Product. Any replacement Product or part, including a user-installable part that has been installed in accordance with instructions provided by Honeywell, shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Parts provided by Honeywell in fulfillment of its warranty obligation must be used in the same Honeywell Fire Station Alerting System for which the warranty claim is made.

**9.3. Procedure for Warranty Claims.**

**9.3.1.** Prior to making a Warranty claim, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site at <https://buildings.honeywell.com/us/en/brands/our-brands/usdd>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

**9.3.2.** If a defect with the Hardware arises and Customer makes a valid Support Service Request within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to Honeywell for repair. The replacement Hardware will be new or equivalent to new in performance and reliability and at least functionally equivalent to the original Hardware. When Hardware is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell. Replaced Hardware provided by Honeywell in fulfillment of the Support Services must be used in the System to which this Agreement applies.

**9.4. Return Material Authorization Process.** If a Customer makes a claim for an advanced replacement of a Hardware component during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Hardware, model, serial number, and a description of the Hardware's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Hardware, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Hardware that the Customer is returning. The original Hardware must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Hardware must be shipped back within 10 days of receiving the replacement Hardware. Failure to return the original Hardware or failure to return the original Hardware in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

**9.5. No Fault Found.** Customer understands that this fee is intended to discourage return of Products prior to proper troubleshooting or return because the product is "old." Product returns will not be allowed if, upon examination of the returned Product, it is determined that the Product was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, improper testing, or poor packaging upon return. In such event, Honeywell shall invoice Customer for the full market value of the replacement Product.

**9.6. WARRANTY EXCLUSIONS & DISCLAIMERS.**

**9.6.1.** Honeywell does not warrant that the operation of its Products or any related peripherals will be uninterrupted or error-free. Honeywell further does not warrant nor support any system configuration that deviates from this specific quote's documented station system design file number.

**9.6.2.** Honeywell does not warrant or support any system not installed by G2 Trained & Certified Installation technician (installer). If Customer intends to tie this system into any 3rd-party system or devices, Honeywell will be unable to warrant or support the Products unless Honeywell has had a chance to review documented engineering assumptions and approve system integrity, performance, and reliability expectations.

**9.6.3.** Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the use of the Products. This Warranty does not apply to any Products, including the hardware or software, not used for its intended purpose.

**9.6.4.** Honeywell cannot warrant nor support any system not using Honeywell-approved Uninterruptable Power Supply Battery Backup. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of hardware and user data (including passwords) are not covered under this Warranty.

**9.6.5.** This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-Honeywell products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or a Honeywell authorized installer or service provider; (g) to a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; (h) to Software (as defined below); (i) to any other damage caused by an event or action outside of Honeywell's control, including, without limitation, Customer's failure to apply required or recommended updates or patches to any Software or Product; or (h) if any serial number has been removed or defaced.

**10. LIMITATIONS OF LIABILITY.** TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS AND ANY OTHER REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HONEYWELL SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If Honeywell cannot lawfully disclaim statutory or implied warranties, then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by Honeywell in its sole discretion. No reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. HONEYWELL IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH HONEYWELL PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

L PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THE LIMITED WARRANTY IN SECTION 9 OF THESE TERMS AND CONDITIONS. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THEREWITH SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY CUSTOMER TO HONEYWELL FOR THE PRODUCTS GIVING RISE TO THE CLAIM. Honeywell disclaims any representation that it will be able to repair any Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

**11. SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post-Warranty service agreement or maintenance program unless specifically contracted for between Honeywell and Customer. Honeywell offers a comprehensive post-Warranty Service Agreement at additional cost. Customer should contact Honeywell regarding its Service Agreement and costs associated therewith.

12. **SOFTWARE PRODUCTS.** All software Products delivered by Honeywell to Customer or for which Honeywell provides access, including, without limitation, Honeywell's mobile application software and Products with embedded software or firmware (collectively, "Software") are not sold and are licensed. At all times that Customer is in compliance with the terms of these Terms and Conditions and any other agreement between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Products provided by Honeywell and Customer's fire station alerting system (the "License"). The terms of such Software License may be set forth in a separate software license agreement or end user license agreement provided by Honeywell with such Software. In no event shall Customer have any right to (or authorize or allow any third party to) distribute, sell, lend, rent, transfer, or convey the Software; grant any sublicense, lease, or other rights in the Software; decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct, identify, or discover any source code, underlying user interface architecture or techniques, or algorithms of the Software by any means; or take any action that would cause the Software or any portion of it to be placed in the public domain. In the event of a conflict between the terms of any Software license terms provided upon download or purchase a purchase and these Terms and Conditions, the relevant Software license terms shall control solely with respect to such Software.

13. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not remove, obscure, or alter Honeywell's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Honeywell's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth above. For purposes of this Section, 'Intellectual Property' means any and all rights of Honeywell related to Honeywell's Products existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions and restorations thereof, now or hereafter in force and effective worldwide.

14. **FIRST ARRIVING MOBILE APP.** If Customer wishes to use its First Arriving Mobile App ("First Arriving") with the System being acquired from Honeywell, Customer agrees to the following:

14.1 Customer acknowledges that it bears full responsibility for complying with applicable law and regulations, including all privacy requirements, and for providing any required notices and obtaining all required consents in order for Honeywell to transmit alert to First Arriving. Customer also acknowledges that Honeywell bears no responsibility for any service failure by First Arriving, nor is Honeywell responsible for supporting First Arriving's services or platform. Honeywell is offering to transmit alerts that are transmitted through its Honeywell service to First Arriving merely as a courtesy to Customer.

14.2 IN NO EVENT SHALL HONEYWELL BE LIABLE TO CUSTOMER FOR ANY CLAIMS, WHETHER ARISING FROM ANY INDEMNIFICATION OBLIGATION HONEYWELL MAY HAVE OR THAT ARISE FROM A BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY OR THE LIABILITY IS OTHERWISE FORESEEABLE, FOR ANY LOST PROFITS OR REVENUE, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING ALL DAMAGES DUE TO BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, OR LOST USE OF ANY PROPERTY OR CAPITAL) THAT RELATE TO OR ARISE OUT OF HONEYWELL'S TRANSMISSION OF ALERTS TO FIRST ARRIVING. FURTHER HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH ITS TRANSMISSION OF ALERTS TO FIRST ARRIVING WILL BE LIMITED TO THE GREATER OF THE AMOUNT PAID BY CUSTOMER TO HONEYWELL IN ORDER FOR HONEYWELL TO TRANSMIT ALERTS TO FIRST ARRIVING OR \$100.

15. **REMOTE ACCESS TO THE SYSTEM.**

15.1 **Remote Access.** Honeywell requires remote network access to the Customer's Products through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable remote network access, the Customer will provide Honeywell support personnel VPN or similar remote network access to the Products for Honeywell support personnel ("Customer Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core software upgrades and customized software. Honeywell will only access Customer's Products with the knowledge and consent of Customer. Honeywell will not access any other systems or data.

15.2. **Alternative to Network Access.** If the Customer elects not to provide remote network access to the Products, then Honeywell may not be able to perform some support functions. Customers that elect not to routinely provide network access may temporarily reinstate this access to allow Honeywell to perform the above services. The following services will not be performed without this access: Product software upgrades; Product software customization; Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices; Detailed log analysis; Bulk updates to certain Product database tables; Troubleshooting that requires low-level system access or large file transfer.

15.3. **Timely Access.** Customers must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the Customer is unable to provide remote access, Honeywell will not be required to provide support outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.

15.4. **Physical Security Tokens.** Honeywell has multiple software engineers that provide after-hours support and these engineers do not typically take security tokens from the Honeywell office. If the customer requires the use of physical security tokens, this may delay after hours service.

16. **GOVERNING LAW.** This proposal and any contract or agreement resulting therefrom will be governed by and construed according to the laws of the State of Arizona without regard to its conflicts of law principles.

17. **DISPUTE RESOLUTION/ARBITRATION.** Before either Honeywell or Customer initiate any dispute resolution process related to the Agreement, they must schedule an executive resolution conference to be held within thirty (30) days of receipt of the other party's written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one party refuses to attend the executive resolution conference, then Honeywell and Customer further agree that any remaining dispute between them arising out of or relating to this Agreement will be settled by litigation with jurisdiction being Maricopa County, Arizona.

18. **FORCE MAJEURE.** Except for Customer's duty to pay sums due hereunder, neither party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof, (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a party's ability to perform the Contract, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines, pandemics, or regional medical crises, (e) labor strikes, lockouts, or pandemic worker shortages, (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (g) shortages or inability to obtain materials or components. The party unable to fulfill its obligations due to Force Majeure will promptly (i) Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and (ii) Use all reasonable efforts to avoid or remove the cause and perform its obligations.

If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time that the non-performing party is actually delayed or for any other period as the parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling its Order.

19. **ACCEPTANCE OF TERMS.** This proposal shall become a binding contract between the Customer and Honeywell when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to Honeywell for any of the goods or services herein described shall constitute acceptance.

20. **SEVERABILITY.** In the event any provision or portion of a provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added hereto.

21. **WAIVER.** The failure of either party to insist upon strict performance of any provision of these Terms and Conditions, or to exercise any right provided for herein, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right herein.

22. **NO JOINT VENTURE.** The parties acknowledge that they are independent entities and nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party hereto, and neither party has the right to bind or obligate the other, except as otherwise provided herein. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser of the Products in any respect.

THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.

## FLEX-ALERT SUBSCRIPTION SERVICE AGREEMENT

This Flex-Alert Subscription Service Agreement ("Agreement") is entered into by and between Honeywell International Inc., through its US Digital Designs group ("Honeywell") located at 1150 W. Grove Parkway, Tempe, Arizona 85283, and the following entity ("Customer") (each a "Party" and collectively, the "Parties"):

### RECITALS

**WHEREAS**, Honeywell offers a product designed to provide alerting to Fire/EMS/Public Safety personnel when not present in their Fire/EMS Station ("Flex Alert" as more specifically defined below.)

**WHEREAS**, Customer is a member of a Fire/EMS/Public Safety organization using the Phoenix G2 Fire Station Alerting System providing automated alerting ("Dispatching Agency").

**WHEREAS**, Customer wishes to use Flex Alert and subscribe to the services provided by Flex Alert. Honeywell agrees to provide, both a license to access and use Flex Alert on a term basis during the Subscription Term (as those terms are defined below).

**THEREFORE**, in consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

PLEASE NOTE: FLEX ALERT IS INTENDED TO BE USED TO SUPPLEMENT CUSTOMER'S DISPATCHING AND RESPONSE SYSTEM AND IS NOT DESIGNED TO BE USED AS THE PRIMARY ALERTING PATH BECAUSE A VARIETY OF FACTORS BEYOND HONEYWELL'S CONTROL (SUCH AS NETWORK AVAILABILITY WHICH CAN AFFECT THE FUNCTIONALITY OF THE APP AND FLEX ALERT). AS SUCH, USERS SHOULD NOT RELY SOLELY ON FLEX ALERT FOR CRITICAL DISPATCH ALERTS, AND HONEYWELL DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE USE OF FLEX ALERT

### 1. Definitions.

- a. "Application" or "App" shall mean the Phoenix G2 FSAS Mobile Application for iOS and Android mobile devices, which is used to control the Flex Alert Device.
- b. "Communications Gateway" shall mean the software or firmware licensed to Customer's Dispatch Agency that functions as the master communications hub for, and sends information to, individual USDD alerting systems either installed at fire stations, through radio channels, or through the App, including Flex Alert.
- c. "Flex Alert" shall mean the hardware and software provided by Honeywell to enable Customer to receive automated alerts from Communications Gateway and shall include App functionality to allow receipt of alerts and a physical alerting device.
- d. "Flex Alert Device" or "Device" shall mean the physical hardware that receives the alert from the Communications Gateway and transmits the alert to Customer using visuals and VoiceAlert.

"Intellectual Property" shall mean all proprietary rights of Honeywell related to Honeywell's products (including Flex Alert), services, know-how, and business, which may exist, from time to time, under

**e.** patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all derivative works, work product, applications, renewals, extensions, and restorations thereof, now or hereafter in force and effect worldwide.

"Quote" means the document attached as Exhibit A. If there is any conflict between the terms and

**f.** conditions set forth in the Quote and this Agreement, the terms and conditions of this Agreement shall prevail.

"Subscription Term" shall mean the period of time during this this Agreement is in effect, as further

**g.** defined in Section 4 below.

"VoiceAlert" shall mean the automated voice generated by the Communications Gateway upon an alert

**h.** and transmitted through the Flex Alert Device.

**i.** Undefined technical terms, specifications and acronyms used throughout this Agreement shall have the meanings generally attributed to them in the in the fire station alerting industry.

**2.** **Subscription Services.** Customer subscribes to the USDD-FLEX-APP annual subscription. Customer has or will purchase the Flex Alert Device in accordance with the Quote provided by Honeywell to Customer. Customer enters into this Agreement to subscribe for use of the software required to receive alerts through the Communications Gateway and transmit alerts to the Flex Alert Device.

Exhibit B attached hereto reflects the quantity of Flex Alert Devices that Customer is acquiring through the subscription services referenced above, and the Subscription Term therefor. Exhibit B may be amended reflect additional Flex Alert Devices and subscriptions ordered by Customer as provided in Section 7 below

**3.** **Customer Obligations.** In order to use Flex Alert, Customer must provide or ensure that Customer has access to the following:

**a.** A license for the App.

**b.** A mobile device compatible with the App and is Bluetooth enabled.

**c.** Reliable cellular or similar network services.

**4. Subscription Term & Termination.**

The initial Subscription Term of this Agreement shall begin on the date Honeywell provides Customer with the Flex Alert Device (the "Commencement Date") and shall continue for twelve (12) months from

**a.** the "**Commencement Date**" (the "**Initial Subscription Term**"). Each Subscription Term thereafter shall automatically renew for additional successive 12-month terms unless either party provides written notice to the other party that it does not intend to renew.

Notwithstanding the foregoing, Customer may elect to have the Initial Subscription Term to align with Customer's fiscal year or other billing dates for services provided by Honeywell. In such case, the Initial Subscription Term shall commence on the Commencement Date and end on the date selected by Customer (but no more than 12 months from the Commencement Date). The Subscription Fee for the Initial Subscription Term shall be pro-rated to reflect the actual dates of the Initial Subscription Term. Thereafter the Subscription Term shall automatically renew as of the anniversary date of the expiration of the Initial Subscription Term. If the Initial Subscription Term is less than 12 months, Customer agrees that Customer will renew for at least one additional Subscription Term.

**b.** Initial Subscription Term shall be pro-rated to reflect the actual dates of the Initial Subscription Term. Thereafter the Subscription Term shall automatically renew as of the anniversary date of the expiration of the Initial Subscription Term. If the Initial Subscription Term is less than 12 months, Customer agrees that Customer will renew for at least one additional Subscription Term.

This Agreement may be terminated by Honeywell in the event Honeywell no longer offers the Flex Alert as part of its product offerings. In such event, USDD shall provide Customer with no less than one hundred eighty (180) days' written notice that USDD intends to discontinue its Flex Alert subscription offering.

**c.** hundred eighty (180) days' written notice that USDD intends to discontinue its Flex Alert subscription offering.

Honeywell may terminate this Agreement for any breach hereof upon Customer's failure to cure such breach within thirty (30) days from USDD providing written notice of the same. The notice shall specify the nature of the breach. Notwithstanding the foregoing, USDD may terminate this Agreement

**d.** immediately upon non-payment of any sum due from Customer under this Agreement or any other contract. Upon termination of this Agreement, all sums previously paid to Honeywell shall be nonrefundable.

**5. Fees and Payment.** In consideration for the license grant and services set forth herein, Customer shall pay the fees set forth in the Quote (the "Subscription Fee").

The first payment of the Subscription Fee shall be due and payable within 30 days of Honeywell sending an invoice to Customer. Thereafter, Subscription Fees will be invoiced annually at the then current Subscription Fee rates. Honeywell shall invoice for the Subscription Fees 45 days prior to the start of each renewal period. Payments shall be made in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Honeywell.

**a.** current Subscription Fee rates. Honeywell shall invoice for the Subscription Fees 45 days prior to the start of each renewal period. Payments shall be made in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by Honeywell.

Notwithstanding the above, Customer may elect to pre-pay Subscription Fees for multiple Additional Subscription Terms (but no more than five (5) Additional Subscription Terms) in advance at the then current Subscription Fee. Payment terms described in (a) above shall apply.

Subscription Fees will be unconditional and absolute and shall not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Invoices unpaid for thirty (30) days are subject to interest at the greater of eighteen percent (18%) per annum, or the maximum amount allowable by law.

**c.** subject to interest at the greater of eighteen percent (18%) per annum, or the maximum amount allowable by law.

**Restrictions.** Customer shall not, and shall not permit any third party to: (i) modify or create any derivative works based on the Flex Alert Module; (ii) sublicense, distribute, sell, lend, rent, lease, transfer, or grant any rights in or to all or any portion of the Flex Alert Module and App (including, without limitation, providing access to third parties who do not utilize Customer's dispatch center); (iii) decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the Flex Alert Module and App; (iv) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the Flex Alert Module; (v) add any logos, proprietary marks or other notices or markings on the Flex Alert Module; (vi) use Flex Alert other than as permitted under this Agreement; or (vii) use Flex Alert or the support to develop, have developed, or assist in the development of any product or service competitive with Honeywell.

6. Alert Module and App; (iv) remove, modify, alter, destroy, or obscure any of the logos, trademarks, patent or copyright notices, confidentiality or proprietary legends or other notices or markings on the Flex Alert Module; (v) add any logos, proprietary marks or other notices or markings on the Flex Alert Module; (vi) use Flex Alert other than as permitted under this Agreement; or (vii) use Flex Alert or the support to develop, have developed, or assist in the development of any product or service competitive with Honeywell.

7. **Additional Equipment and Services.** If, during the Subscription Term, Customer determines it requires additional Flex Alert Modules and subscription services, Customer may acquire such equipment and subscription services from Honeywell, which shall be added to this Agreement. Customer shall pay a pro-rated Subscription Fee from date of acquisition to the date of the next Subscription Fee invoice.

8. **Delivery and Acceptance.** Honeywell shall cause any Flex Alert Module to be delivered to Customer at the location specified by Customer in writing, with any shipping costs to be included in the Quote. In addition, Honeywell shall provide Customer with link to enable Customer to access the App and configure the Flex Alert module for operation. Unless Customer notifies Honeywell that the Flex Alert Module is not operational within five (5) days of delivery of Flex Alert Module to Customer, Honeywell shall deem Customer to have acknowledged receipt of and accepted the Flex Alert Module.

9. **Intellectual Property.** Customer hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property. Customer agrees to not remove, obscure, or alter Honeywell's or any third party's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through Flex Alert. Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the license to use Flex Alert and all related equipment and software as set forth in this Agreement.

10. **LIMITED WARRANTY. CUSTOMER'S EXCLUSIVE REMEDIES AND HONEYWELL'S SOLE LIABILITY AS TO ANY WARRANTY CLAIM ON FLEX ALERT IS SET FORTH IN THIS SECTION. SUCH REMEDIES ARE IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF HONEYWELL, INCLUDING WITHOUT LIMITATION ANY LIABILITY OR OBLIGATION FOR DAMAGE, LOSS, OR INJURY (WHETHER DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL) ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF FLEX ALERT. CREDIT, REPAIR OR REPLACEMENT (AT HONEYWELL'S OPTION) IS THE SOLE REMEDY PROVIDED HEREUNDER. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON USDD UNLESS SET FORTH IN WRITING AND SIGNED BY A HONEYWELL AUTHORIZED REPRESENTATIVE.**

**Warranty Terms.** Subject to the terms, conditions and limitations contained herein, and unless Honeywell has otherwise provided an alternative written warranty (in which case the terms of such warranty will control), USDD

a. warrants and guarantees its products will be free from defects in workmanship and materials (collectively, "Defects") for 12 months from the date of shipment to Customer ("Warranty Period"). This limited warranty does not cover defects caused by normal wear and tear or maintenance.

**Defects.** If a Defect with Flex Alert Module arises and a valid claim is made within the Warranty Period, Customer shall initiate the RMA process as described below. Upon approval, Honeywell, at its option, will either (1) repair the Flex Alert Module defect at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the Flex Alert Module with a Flex Alert Module that is new or equivalent to new in b. performance and reliability and is at least functionally equivalent to the original Flex Alert Module. Any replacement Module, including a user-installable part that has been installed in accordance with instructions provided by Honeywell shall remain under warranty during the Warranty Period or for ninety (90) days from the date of repair, whichever is longer. When a Flex Alert Module or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of Honeywell.

**Claims.** Prior to making a Warranty claim or requesting support services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must c. occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site at <http://stationalerting.com/service-support/>. Customer must use its best efforts to assist in diagnosing defects, follow Honeywell's technical instructions, and fully cooperate in the diagnostic process. Failure to do so shall relieve Honeywell of any further obligation hereunder.

**Return Material Authorization Process.** If a Customer makes a claim for an advanced replacement of Flex Alert Module during the Warranty Period, Customer must initiate an RMA request. As part of this RMA process, the Customer shall provide Honeywell with the Module's serial number, and a description of the Module's failure to initiate the RMA process. Upon Honeywell's issuance of the RMA, Honeywell will send the replacement Flex Alert Module, shipped postage paid, ground shipping, to the address provided by Customer. RMA requests approved between 12:00 a.m. and 2:00 p.m. Mountain Standard Time are shipped on the same business day. After 2:00 p.m. Mountain Standard Time, the replacement Hardware will be shipped on the next business day. All RMA d. requests are processed on the business day on which the request was received, excluding holidays. Included with the shipped package will be return shipment instructions and a pre-paid return shipping label for the Flex Alert Device that the Customer is returning. The original Flex Alert Device must be returned in the shipping box provided by Honeywell. No goods will be accepted for exchange or return without a pre-approved RMA number, nor will goods which have not been properly packaged in Honeywell's shipping box, as proper packaging ensures that goods are not damaged during the shipping process. The original Flex Alert Device must be shipped back within 10 days of receiving the replacement Device. Failure to return the original Module or failure to return the original Module in an appropriate manner will cause Customer to incur a replacement charge equal to full market value of the replacement Module.

Honeywell reserves the right to charge 50% of the standard repair price if the returned Flex Alert Module is found to have no defect under the Warranty. Customer understands that this fee is intended to discourage return of Modules prior to proper troubleshooting or because the Module is "old." Flex e. Alert Module returns will not be allowed if, upon examination of the returned Module, it is determined that the Module was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, or improper testing. In such event, Honeywell shall invoice Customer for the full market value of the replacement Flex Alert Module.

**Use of Flex Alert / Risk of Loss.** Customer shall operate Flex Alert according to Honeywell's specifications and documented instructions. Customer agrees not make changes or alterations to the Flex Alert module(s) subject to this Agreement without the prior written consent of Honeywell. Customer assumes risks and liabilities directly related to loss, theft, damage, or destruction to the Flex Alert module. No loss, theft, damage, or destruction of the 11. Flex Alert module shall relieve Customer of the obligation to pay the Subscription Fee or any other obligation under this Agreement. In the event the Flex Alert module is lost, stolen, damaged or destroyed, Honeywell shall replace the lost, stolen, damaged or destroyed Equipment. Customer agrees to pay Honeywell's list price for the replacement Equipment then in effect at the time of the replacement.

**Limitations to Support Services.** Honeywell does not warrant that the operation of the Flex Alert will be uninterrupted or error-free. Honeywell's Support does not create any additional warranties, nor does it apply to any equipment, hardware, or peripherals not included in the Quote. Specifically, Support expressly excludes: (1) any repair, software installation, update, or other service that is necessitated by the Customer's misuse or neglect of the Flex Alert Module; (2) damage arising from Customer's failure to follow instructions relating to Flex Alert's use or damage caused by operating Flex Alert outside the permitted or intended uses described by USDD; (3) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, consumable parts, 12. such as batteries, unless damage has occurred due to a defect in materials or workmanship; (4) alterations or repairs to the Flex Alert Module made by any person other than an authorized USDD representative; (5) damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of Honeywell or service provider otherwise authorized by USDD; (6) failure of environmental controls or improper environmental conditions; (7) modification to alter functionality or capability without the written permission of Honeywell; (8) any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. Honeywell shall not be liable to provide Support at any time when Customer is in breach of any obligation to USDD under this Agreement.

**Warranty Disclaimer.** TO THE EXTENT PERMITTED BY LAW, THIS AGREEMENT AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS, OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT 13. LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If Honeywell cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express warranty and to repair or replacement service as determined by USDD in its sole discretion. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

**Limitation of Liability.** EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS AGREEMENT OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO: LOSS OF USE; LOSS OF REVENUE; LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF GOODWILL; LOSS OF REPUTATION; AND LOSS OF, DAMAGE TO OR CORRUPTION OF DATA. USDD IS NOT RESPONSIBLE FOR ANY INDIRECT LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING 14. PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON USDD'S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE AMOUNTS PAID BY CUSTOMER TO HONEYWELL UNDER THIS AGREEMENT. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER LIMITATIONS PERIOD IS PROVIDED BY APPLICABLE LAW. Honeywell disclaims any representation that it will be able to repair any flex Alert Module under this Agreement or make a product exchange without risk to or loss of the programs or Customer data stored thereon.

**15. Assignment.**

Customer may not assign or transfer any of its subscription rights and interest under this Agreement to another fire, rescue, EMT, dispatch agency, or any other person, company, or government entity

a. ("Assignee") absent Honeywell's written consent, along with Honeywell's determination, in its sole discretion, that Assignee has sufficient infrastructure and financial means to perform under this Agreement. Assignee shall not have any right to extend or modify the Term or payment options provided hereunder. Assignee shall accept in writing to be bound to all the terms and conditions of

- b. Honeywell may transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock.

**Compliance Obligations.** Customer acknowledges and agrees that it shall comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or affecting the Agreement and the products provided hereunder, including but not limited to all economic sanctions laws administered by the Office of Foreign Assets

- 16. Control, other U.S. regulatory agencies, the European Union and its Member States, the United Kingdom, and the United Nations, any applicable export control, import control, and economic sanction laws and regulations of any country or countries, and the United States Foreign Corrupt Practices Act, along with all other applicable anti-bribery and anti-corruption legislation.

**Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither Party will be liable to the other for any failure to meet its obligations due to any Force Majeure Event. As used herein, a "Force Majeure Event" is one that is beyond the reasonable control of the non-performing Party and may include, but is not limited to: (a) delays or refusals to grant an export license or the suspension or revocation thereof; (b) embargoes, blockages, seizure or freeze of assets, or any other acts of any government that would limit a Party's ability to perform the

- 17. Contract; (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God; (d) quarantines, pandemics, or regional medical crises; (e) labor strikes, lockouts, or pandemic worker shortages; (f) riots, strife, insurrection, civil disobedience, landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property); and (g) shortages or inability to obtain materials or components. The Party unable to fulfill its obligations due to Force Majeure will immediately:

- a. Notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and

Use all responsible endeavors to avoid or remove the cause and perform its obligations. If a Force Majeure Event results in a delay, then the date of performance will be extended by the period of time

- b. that the non-performing Party is actually delayed or for any other period as the Parties may agree in writing. In the event that a Force Majeure Event is ongoing for a period of time which is sixty (60) days or longer, Honeywell may provide notice to Customer that it is cancelling this Agreement.

**Dispute Resolution/Arbitration.** Before the Parties initiate any dispute resolution process related to this Agreement, other than for injunctive relief, the Parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other Party's written request. The conference must be attended by at least one executive from each Party. At the conference, each Party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference or if one Party refuses to attend the executive resolution conference, then the Parties further agree that any remaining dispute between them arising out of or relating to this Agreement, other than claims related to Honeywell's Intellectual Property rights (or those of any of its licensors, affiliates and partners), will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, to the extent such rules are no inconsistent with this Section, in the AAA's regional Phoenix office and by single arbitrator. Discovery may be conducted either

18. upon mutual consent of the Parties, or by order of the arbitrator upon good cause being shown. In ruling on motions pertaining to discovery, the arbitrator shall consider that the purpose of arbitration is to provide for the efficient and inexpensive resolution of disputes, and the arbitrator shall limit discovery whenever appropriate to ensure that this purpose is preserved. The arbitrator shall permit dispositive motions and issue a written decision sufficient to explain the essential findings and conclusions and may award damages. Any award rendered by the arbitrator will be final and binding upon the Parties, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Parties hereto expressly and irrevocably consent to the jurisdiction of the Maricopa County Superior Court of Arizona for such purpose. In the event a dispute is submitted to arbitration pursuant to this Section, the prevailing Party shall be entitled to the payment of its reasonable attorneys' fees and costs, including expert witness fees and costs, as determined by the arbitrator. Each of the Parties shall keep all disputes and arbitration proceedings strictly confidential, except for disclosures of information required by applicable law or regulation.

19. **Images and Testimonials.** During the Subscription Term, Customer agrees that Honeywell may take, make, or obtain images, pictures, photographs, commentary, and video and audio recordings of Flex Alert and reproductions of the same in whole or in part, either digitally or in any other medium now known or later discovered (collectively "Images"). In addition, Honeywell may request Customer to provide testimonials, endorsements, feedback or other written or oral comments concerning Customer's experience with Flex Alert (collectively "Testimonials"). Customer consents to Honeywell's use of such Images and Testimonials for verification, training, and promotional purposes in Honeywell's sole discretion and agrees that all such Images and Testimonials shall remain the property of Honeywell and may be used and exploited in any media format.

20. **Notices.** Whenever any provision of this Agreement requires the giving of written notice, it shall be deemed to have been validly given if delivered (i) in person, (ii) by registered mail, postage pre-paid, (iii) by a nationally recognized overnight courier service, or (iv) electronically via facsimile copy or email, provided that the sender obtains confirmation of transmission, to the following:

If to Customer:

Customer Name

Customer Address 1

Customer Address 2

Telephone:

Email:

Honeywell International Inc., through its

US Digital Designs group

Attn: Sales

1150 W. Grove Parkway, Suite 110

Tempe, Arizona 85283

Telephone: (602) 687-1730

Email: usddsales@honeywell.com

**Headings and Usage.** The headings, captions, and section numbers contained herein are provided for convenience only and are not part of the terms of this Agreement. When the context of the words used in this Agreement indicate that such is the intent, words in the singular shall include the plural, and vice versa, and the references to the masculine, feminine or neuter shall be construed as the gender of the person, persons, entity, or entities actually referred to require.

**Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this Agreement shall be deemed to be a waiver of such term nor shall such failure or delay be deemed a waiver of any other breach of any other term contained in this Agreement.

**Governing Law.** This Agreement will be governed by and construed according to the laws of the State of Arizona without regard to conflicts of law principles.

**Execution in Counterparts.** This Agreement may be executed in counterparts, all of which taken together shall be deemed one original. The date of this Agreement shall be the latest date on which any Party executes this Agreement.

**Entire Agreement.** This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and agreements between or among them with respect to the subject matter hereof. This Agreement supersedes and replaces the "terms and conditions" section set forth in the Quote, if any. This Agreement may not be amended, altered, or changed except by the express written agreement of the Parties.

**Review.** The Parties acknowledge that they have had an adequate opportunity to review this Agreement, as well as the opportunity to consult legal counsel regarding this Agreement. Accordingly, the Parties agree that the rule of construction that a contract be construed against the drafter, if any, shall not be applied in the interpretation and construction of this Agreement.

**Savings Clause.** In the event any part, provision, or term of this Agreement is deemed to be illegal or unenforceable, this Agreement shall be construed as if such unenforceable part, provision, or term had not been included herein. Such illegal or unenforceable part, provision, or term shall be deemed revised to the extent necessary to cure its defect and such revision and the remainder of the Agreement shall be and remain in full force and effect.

**Customer Representative.** The undersigned representative of Customer hereby represents and warrants that s/he has the authority to bind Customer and that the execution, delivery and performance by Customer under this Agreement will not violate the provisions of any law, rule, regulation, or policy, and will not conflict with or result in the breach or termination or constitute a default under any agreement or instrument to which Customer is a party.

**Incorporation of all Exhibits.** All exhibits, addenda, schedules, and other documents referenced herein and attached hereto are hereby fully incorporated and made a part hereof by this reference as if the terms and content thereof had been fully set forth in the body of this Agreement.