



US DIGITAL DESIGNS
by Honeywell

END USER'S ACKNOWLEDGMENT AND AGREEMENT

This End User's Acknowledgment and Agreement ("EUAA") is made by and between Honeywell International Inc., through its US Digital Designs group ("Honeywell"), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, and the following entity ("End User"):

County of Monterey, a political subdivision of the State of California Acting through the Emergency Communications Department

Attn: Lee Ann Magoski, Director of Emergency Communications

Address: 1322 Natividad Road, Salinas CA, 93906

Address2:

Telephone: 831-769-8880

Email: magoskiL@countyofmonterey.gov

Recitals:

- a. The LEAGUE OF OREGON CITIES ("LOC") and US Digital Designs, Inc. ("USDD") entered into a Master Price Agreement dated June 2, 2020 ("MPA") for the purchase of USDD "Products" and "Services" (as defined below), which agreement is made available by its terms for use by End User.
- b. Honeywell acquired USDD through a stock sale in January 2022. Thereafter, USDD was integrated into the Honeywell corporation, and Honeywell assumed all rights and responsibilities of USDD under the Master Price Agreement.
- c. End User has or intends to issue a Purchase Order to Honeywell under the terms of the MPA for the acquisition of USDD Products and Services.
- d. Honeywell's obligation to perform under the MPA is contingent, in part, on Honeywell's receipt of End User's acknowledgement and agreement regarding (i) the "Warranty" (as defined below), (ii) Honeywell's retention of all rights to its "Intellectual Property" (as defined below), (iii) the software license set forth herein, (iv) the terms of installation, technical specifications, and scopes of work, and (v) other terms and conditions necessary to facilitate and govern the transaction (collectively "Contingencies"). This EUAA is intended to provide that acknowledgement and agreement.

- e. End User desires to purchase the Products and Services described in the "Quote" (as defined below) through the MPA and in accordance with the provisions of this EUAA.

Therefore, in order to satisfy the Contingencies and facilitate the transaction, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Honeywell and End User hereby agree as follows:

- 1. **Definitions.** For purposes of this EUAA, the following terms shall have the following meanings:
 - a. "Additional Services" means any and all services performed by Honeywell at the instruction or request of End User through its authorized personnel, including any Engineering Services that are not specifically included in the "Scope of Work" (as defined below).
 - b. "Communications Gateway" means the pair of redundant servers used as the master communications hub for the System as set forth in the Quote.
 - c. "Dispatch Customer" means any fire district, department, station, or other agency for which End User provides dispatch services.
 - d. "Engineering Services" means engineering or project management services performed by Honeywell's employees, agents or contractors directly related to planning and documenting the layout, design, project schedule, installation, and functionality of the System as a whole and at each individual installation site.
 - e. "GaRI Audio Interface" means the proprietary VoiceAlert Radio Hardware component integrated into the Communications Gateway.
 - f. "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation provided to End User by Honeywell, provided however, that Hardware shall not include any televisions, monitors, iPads or computer tablets manufactured by third parties.
 - g. "Intellectual Property" means any and all rights of Honeywell related to Honeywell's products, Software, and Hardware, 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 effect worldwide.
 - h. "Products" means the Hardware, Software and other tangible goods, equipment, supplies and components included in the Quote.

- a. "Quote" means the document attached as **Exhibit A**, excluding the section titled "terms and conditions," if any.
- i. "Scope of Work" means the document attached at **Exhibit B**. Scope of Work excludes any goods or services to be provided under the Service Agreement. The Scope of Work applies only to the Products and Services included in the Quote.
- j. "Service Agreement" means the document attached as **Exhibit C**.
- k. "Services" means the installation, configuration, startup, testing, training, and other services set forth in the Scope of Work as limited by the Quote.
- l. "Software" means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, copies, documentation, and design data that are licensed to End User by Honeywell under this Agreement.
- m. "Station Controller" means the CPU and related computer components (Honeywell's ATX model) to be installed at each fire station as described in the Quote.
- n. "System" means all Hardware and Software purchased by End User through the MPA or directly from Honeywell under any contract, purchase order, or arrangement that is used exclusively by End User as part of its fire station alerting system, including without limitation the "PO's" (as defined below), provided however, that the term "System" specifically excludes any components, hardware, or software provided by third parties, including without limitation End User's computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to End User directly by Honeywell. System also excludes any consumer electronics purchased through H (such as televisions purchased for use as monitors or signs, iPads, computer tablets, monitors and like merchandise).
- o. "VoiceAlert Radio" means the Software that controls the GaRI Audio Interface and functionality of the optional radio alert system.
- p. "Warranty" means the New System Warranty attached as **Exhibit D**.

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

- 2. **Products and Services.** Upon receipt of a Purchase Order ("PO") from End User for Products and Services described in the Quote, Honeywell will provide the Products and perform the Services pursuant to the terms of this EUAA and the MPA. The Quote is

subject to correction for errors and omissions, including the omission of any excise, use, or transaction levy, use fees, access fees, programs fees, audit fees, or other costs or reductions to the purchase price imposed by any code, statute, rule, regulation, executive order or program not specifically included as a line item in the Quote. Upon delivery to End User's site, End User shall bear all risk of loss or damage to any Products occurring thereafter.

3. Invoices and Payment.

- a. All Products and Services identified in the Quote are being purchased by End User through the MPA.
- b. Honeywell shall invoice End User directly for (i) any Products and Services delivered to or performed for End User (ii) all Additional Services, and (iii) all Products provided to End User that are not identified in the Quote on a monthly basis. The Annual Fee under the Service Agreement fee shall be invoiced annually as set forth in the Service Agreement.
- c. Honeywell shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after the completion of services. The invoice shall set forth the amounts claimed by Honeywell for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The End User shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the End User's Auditor-Controller for payment. The Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

4. Design and Installation Services.

- a. Within 30 days after the execution of this EUAA or HONEYWELL's receipt of End User's PO, whichever is later, the parties shall participate in a project meeting at a place and in a manner as shall be reasonably convenient ("Project Meeting"). End User will use its best efforts to have all necessary representatives of its Dispatch Customers present at the Project Meeting.
- b. Either party may elect to participate in the Project Meeting remotely via video or telephone conference. If Honeywell participates in person, all travel costs shall be born by Honeywell and no travel costs shall be reimbursed by the End User.
- c. Honeywell will provide a proposed project schedule for discussion at that time or otherwise consult with End User and its Dispatch Customers regarding development of a project schedule.

- d. Thereafter, Honeywell and End User will collaborate to plan and document the layout, and installation protocols for each individual installation site and finalize the project schedule (collectively the "Design Phase") consistent with the Quote and the Statement of Work.
 - e. End User shall issue its authorization to proceed with delivery of the Products and Services set forth in the Quote within 5 days of completion of the Design Phase.
 - f. Upon issuance of End User's authorization to proceed, no changes will be made to the design of the System except upon written change order.
5. **Subsequent Purchases.** At any time during the term of the MPA, End User may purchase additional Products and Services, through the MPA, by issuance of a PO incorporating the terms of this EUAA.
6. **Training.** Pursuant to a mutually agreed upon schedule, Honeywell shall provide training as set forth in the Scope of Work for the price stated in the Quote. Except as otherwise set forth in the Quote, all additional training provided by Honeywell shall be charged at the hourly rates applicable under the MPA, plus reasonable costs and expenses incurred by Honeywell related to the training. Reasonable costs and expenses shall include air fare, lodging, meals, ground transportation, shipping, document reproduction, and other reasonably necessary costs and expenses related to the training. No additional training shall be provided until the parties have executed an agreement setting forth the scope, cost, and schedule for the additional training.
7. **Acceptance of Station Installation.** Upon substantial completion of installation at each fire station and at the End User's dispatch center, Honeywell or its subcontractor shall prepare and deliver to End User a written request for End User's acceptance of the installation ("Request for Acceptance"). Upon presentation of the Request for Acceptance, End User shall inspect the station installation and (i) accept the installation as presented, or (ii) accept the installation subject to completion of specified tasks necessary for the installation to comply with the Scope of Work ("Punch List"); or (iii) reject the installation by written notice to Honeywell specifically identifying the defects and deficiencies of the installation that are not in compliance with the Scope of Work ("Rejection Notice"). If End User accepts the installation subject to a Punch List, the installation shall be deemed materially complete. The Punch List shall specifically identify each task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, Honeywell shall address all Punch List items in a timely and reasonable fashion and the installation shall be deemed complete and accepted. If End User rejects the installation the Rejection Notice shall specifically identify each defect, deficiency, task or item that is not in compliance with the Scope of Work and proposed dates for completion, which in all instances shall be reasonable, but not less than 10 days. Thereafter, HONEYWELL shall cause the installation to comply with the Scope of Work and submit a second Request for Acceptance.

8. **System Acceptance Testing.** Within 60 days of the date the entire System installation is substantially complete and basic functionality has been demonstrated to the System Administrator, Honeywell and End User shall jointly develop a written acceptance testing procedure ("ATP") and commence a test of the System ("Acceptance Test") consistent with the ATP. The ATP shall be based on the System standards and criteria set forth in the Scope of Work and the final configuration of the System as actually installed. Failure of the End User to participate in the development of the ATP and to jointly perform the Acceptance Test with Honeywell in good faith shall constitute End User's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, including correction by Honeywell of any defects or deficiencies identified during the Acceptance Test period, End User shall provide Honeywell with a "Certificate of Completion" in a form acceptable to Honeywell. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all "End User Obligations" (as defined below), End User may within seven days of the date on which the Acceptance Test is complete, provide Honeywell with written notice specifying the standards or criteria not met ("Failure Notice"). If within 30 days of the Failure Notice, Honeywell has not caused the System to meet the standards and criteria set forth in the Failure Notice, End User may pursue its remedies under the MPA and this EUAA. Failure of End User to provide a timely Failure Notice shall constitute End User's irrevocable acceptance of the System.
9. **Reserved.**
10. **Warranty.** Honeywell warrants and guarantees its Products and Services subject to the terms and limitations set forth in the Warranty. The End User's rights and remedies with respect to Products and Services found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth in the Warranty.
11. **Service and Support Option.** Upon expiration of the "Warranty Period" (as defined in the Warranty), End User may elect to purchase certain support and maintenance services on the terms and conditions set forth in the Service Agreement, executed contemporaneously herewith. Under the terms of the Service Agreement End User shall have four one-year options to purchase certain support and maintenance services directly from Honeywell (each a "Service Option"). The compensation to be paid to Honeywell under the Service Agreement is the "Annual Fee" (as defined in the Service Agreement). Honeywell may invoice End User for the Annual Fee as set forth in the Service Agreement. End User shall have no obligation to pay the invoice for the Annual Fee unless it elects to exercise its Service Option as set forth in the Service Agreement. After the expiration of the Warranty Period, Honeywell shall have no obligation to provide the services set forth in the Service Agreement unless and until End User exercises the Service Option and pays the Annual Fee. The "Lead Contracting Agency" (as defined in the MPA) is not a party to the Service Agreement. The Service Agreement is a separate contract entered into directly between Honeywell and End User and is not in any way part of or governed by the MPA.

12. **Intellectual Property.** End User hereby agrees and acknowledges that Honeywell owns all rights, title, and interest in and to the Intellectual Property. End User 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 products. Nothing herein shall be deemed to give, transfer, or convey to End User any rights in the Intellectual Property other than the license to use the Software, as set forth below.
13. **License.** At all times that End User is in compliance with the terms of this EUAA and the MPA, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System.
14. **Insurance.**
 - a. Honeywell shall purchase and maintain such insurance as required below for claims which may arise out of, or result from, Honeywell's operations under this Agreement, whether such operations are by Honeywell or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
 - b. Honeywell shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the End User throughout the term of this Agreement:
 - Commercial General Liability Insurance with limits of \$5,000,000 per occurrence, \$5,000,000 general aggregate, products and completed operations included and \$5,000,000 personal injury and advertising liability.
 - Automobile Liability – any auto, combined single limit \$1,000,000; excess liability \$4,000,000.
 - Workers' Compensation and Employer's Liability – limits as required by the State of California and Employer's Liability Limits
 - c. Honeywell has or shall submit the Certificates of Insurance evidencing coverage as specified above. Notwithstanding the foregoing, if after submission of the Certificate of Insurance End User authorizes Honeywell or its contractors to proceed with the performance of this Agreement, it shall be conclusively presumed and determined that the insurance described in the Certificates of Insurance is in full compliance with the requirements set forth above, and such requirements shall be deemed revised and amended to require only the coverages provided in the Certificate of Insurance. These terms are effective and shall be controlling whether the Certificate of Insurance is provided before or after the date of this EUAA.
15. **End User Point of Contact.** End User shall assign a minimum of one and a maximum of three contact people to manage the installation and administration of the System (the "System Administrator"). End User shall provide Honeywell with written notice of such

assignment prior to the Project Meeting. End User may change the System Administrator only upon written notice to Honeywell. The System Administrator shall have the principal responsibility of overseeing and managing this EUAA on behalf of End User and shall be the primary point of contact for End User. End User will ensure that the System Administrator is reasonably available to Honeywell, and Honeywell may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide Additional Services.

16. **End User Obligations.** End User shall take and perform all reasonable action necessary to facilitate Honeywell's performance of the Scope of Work hereunder. Prior to the Project Meeting, Honeywell shall provide End User with certain project documentation that lists tasks to be performed by End User to enable Honeywell to configure the Communications Gateway and prepare for installation and implementation. In addition to the foregoing, End User shall be responsible for procuring and/or providing the following for use with the System:

- a. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the installation, testing and functionality of the of the System;
- b. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the End User's CAD system, the End User must contact the CAD vendor and schedule this work in a timely manner, or the System installation may be significantly delayed.
- c. Provide the voice and data radio system, data network infrastructure, dispatch computers with current version web browser, and personnel skilled in End User's radio and data systems. Honeywell's web-based user interface software is only supported on the most recent versions of Microsoft Edge, Google Chrome, and Mozilla Firefox web browsers;
- d. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third-party console software licenses as necessary;
- e. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the Customer Equipment, including the replacement of UPS batteries as necessary;
- f. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on End User's property;
- g. Providing a stable means of data transmission between the Communications Gateway and each Station Controller serviced by the System necessary for the

installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;

- h. The correct use of the Products and System in accordance with the manufacturer and Honeywell's operating instructions; and
- i. The security, accessibility, and integrity of the System, Customer Equipment, and installation site.

17. **Remote Access to System.**

- a. Honeywell requires remote network access to the System, including access to End User's Communications Gateways, Station Controllers, and other Honeywell supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this End User will provide Honeywell support personnel VPN or similar remote network access to the System 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 System software upgrades and customized software. Honeywell will only access End User's System with the knowledge and consent of End User.
- b. **Alternative to Network Access.** If End User elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. End Users 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:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- c. Timely Access. End User must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that End User 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.

- d. 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.

18. **Termination**

- a. By End User. If the MPA, any PO, or this EUAA is canceled or terminated by End User or the Lead Contracting Agency for any reason other than Honeywell's breach, End User shall immediately pay Honeywell for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by Honeywell related to this transaction which shall not exceed the total of the Quote attached as Exhibit A.
- b. By Honeywell. If End User refuses or fails to perform any of its obligations in accordance with this EUAA or the MPA, Honeywell shall provide written notice thereof to End User ("Default Notice"). The Default Notice shall specifically describe the nature of the alleged failure and demand that End User cure such failure within a specified reasonable time period, which in the event of a failure to make timely payment shall be 10 days, and in all other events shall not be less than 30 days ("Cure Period"). If End User fails to cure the failure within the Cure Period, such failure shall be deemed a default under this EUAA. In such event, Honeywell shall have the right to terminate this EUAA by written notice to End User, and End User shall immediately pay Honeywell for all work in progress, Services rendered, all inventoried or ordered Products, and all other costs incurred by Honeywell related to this transaction which shall not exceed the total of the Quote attached as Exhibit A.
- c. For Failure to Complete Design Phase. If the parties cannot complete the initial Design Phase within 30 days of the initial Project Meeting, either party may terminate this EUAA by written notice to the other. In such event, End User shall immediately pay Honeywell for all work in progress, services rendered, all inventoried or ordered Products, and all other costs incurred by Honeywell related to this transaction which shall not exceed the total of the Quote attached as Exhibit A.

19. **Assignment.** The Parties shall not assign in whole or in part this EUAA without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Honeywell may freely transfer its rights under this EUAA in the event of a sale of all or substantially all of its assets or stock. Additionally, Honeywell may subcontract any or all of the Installation and Products manufacturing.

20. **Reserved.**

21. **Notices.** Whenever any provision of this EUAA 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:

For the End User:

Name: Lee Ann Magoski
Title: Director of Emergency Communications
Address: 1322 Natividad Road
Address 2: Salinas CA, 93906
Phone: 831-769-8880
Email: magoskiL@countyofmonterey.gov

For Honeywell:

Honeywell International Inc., through its US Digital Designs group
Attention: Susheel Tenguria, General Manager
1150 W. Grove Parkway, Suite 110
Tempe, Arizona 85283
Fax: 480-290-7892
Email: usddsales@honeywell.com

22. **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 EUAA. When the context of the words used in this EUAA 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.
23. **Waiver.** No failure or delay, in any one or more instances, to enforce or require strict compliance with any term of this EUAA 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 EUAA.
24. **Execution in Counterparts.** This EUAA may be executed in counterparts, all of which taken together shall be deemed one original. The date of this EUAA shall be the latest date on which any party executes this EUAA.
25. **Entire Agreement.** This EUAA 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 EUAA supersedes and replaces the "terms and conditions" section set forth in the Quote, if any. This EUAA may not be amended, altered, or changed except by the express written agreement of the parties. The terms of this EUAA shall take precedence over any conflicting terms in any PO or the MPA.

- 26. **Joint Effort.** This EUAA has been drafted through the joint efforts of the parties and shall not be construed against any party on the basis that such party is the drafter of this EUAA or any term thereof. The Parties represent and warrant to each other that each Party has had the opportunity to review this Contract with counsel of its own choosing, that each Party has either reviewed this Contract with counsel or has elected to forego such review, and that no Party shall deny the validity of this Contract on the grounds that the Party did not understand the nature and consequences of this Contract or did not have the advice of counsel.
- 27. **Savings Clause.** In the event any part, provision, or term of this EUAA is deemed to be illegal or unenforceable, this EUAA 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 EUAA shall be and remain in full force and effect.
- 28. **End User Representative.** The undersigned representative of End User hereby represents and warrants that s/he has the authority to bind End User and that the execution, delivery and performance by End User under this EUAA 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 End User is a party.
- 29. **Incorporation of all Recitals and Exhibits.** All recitals, 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 EUAA.
- 30. **Third Party Beneficiaries.** Except as otherwise expressly set forth herein, this Contract does not and is not intended to confer any rights, benefits or remedies upon any person or entity other than the Parties.
- 31. **Additional Acts and Documents.** Each Party hereto agrees to do all such things and take all such actions and to make, execute and deliver such other documents and instruments as shall be reasonably requested by the other Party to carry out the provisions, intent and purposes of this Contract.

County of Monterey:

Honeywell International Inc.

By: _____
 Name:
 Its:
 Date: _____

By: _____
 Date: _____

Signed by:

 31B2028C241644B...

County Counsel - Approved as to Legal Form

EXHIBIT A

Quote



US DIGITAL DESIGNS
by Honeywell

Quotation to:

Monterey County, CA
Emergency Communications Department

Project:

G2 Fire Station Alerting System
One (1) Dispatch Center System

Proposal number:

CA_MCFC002

Revision #

4

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/>

Emergency Communications Department is a member: M-5697343, M-5696763

Quote Date:

27-Jun-2025

Quote Expires:

25-Sep-2025

By:

Paul Gyore (ja)

Principal Territory Manager

US Digital Designs, Inc.

1150 W Grove Pkwy St #110

Tempe, AZ 85283

(602)-828-0287

Paul.Gyore@honeywell.com

stationalerting.com

This proposal is subject to corrections due to errors or omissions

US DIGITAL DESIGNS

1150 W Grove Pkwy St #110
 Tempe, Arizona 85283

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 6/27/2025
 Expires: 9/25/2025

Quote SUBMITTED TO:
Monterey County, CA
Emergency Communications Department

REF PROPOSAL
CA_MCFC002 v4

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

| DISPATCH SYSTEM INTERFACES | | | | | | | | | |
|----------------------------|------|------|-----|----------|---|--------------|--------------|-----------|--|
| | Unit | Mfr | Qty | Part No. | Description | US List Unit | QUOTE UNIT | QUOTE EXT | |
| | LOT | USDD | 1 | CADI-U | CAD Interface - Central Square (USDD side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor) | \$ 14,677.50 | \$ 13,209.75 | 13,209.75 | |

| DISPATCH SYSTEM COMPONENTS | | | | | | | | | |
|----------------------------|------|------|-----|----------|--|--------------|--------------|-----------|--|
| | Unit | Mfr | Qty | Part No. | Description | US List Unit | QUOTE UNIT | QUOTE EXT | |
| | PR | USDD | 1 | G2-GW | G2 Communications Gateway Pair (Primary FSA Servers) 2@1RU each (2RU Total) | \$ 15,012.00 | \$ 13,510.80 | 13,510.80 | |
| | Kit | USDD | 1 | GARI-2 | G2 Gateway Audio Radio Interface (GARI) - Kitted with Rack-Mount Adapter Plate | \$ 3,662.75 | \$ 3,296.48 | 3,296.48 | |

| DISPATCH SYSTEM SERVICES | | | | | | | | | |
|--------------------------|------|------|-----|-----------|---|--------------|-------------|-----------|--|
| Item | Unit | Mfr | Qty | Part No. | Description | US List Unit | QUOTE UNIT | QUOTE EXT | |
| | HR | USDD | 50 | GW-CM | Gateway Configuration & Modifications | \$ 373.75 | \$ 336.38 | 16,818.75 | |
| | LOT | USDD | 1 | GW-I-O | Gateway Installation/ On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel) | \$ 2,200.00 | \$ 1,980.00 | 1,980.00 | |
| | LOT | USDD | 1 | GW-PM | Gateway Project Management | \$ 337.50 | \$ 303.75 | 303.75 | |
| | LOT | USDD | 1 | TRA-DIS-O | Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours) | \$ 5,008.75 | \$ 4,507.88 | 4,507.88 | |

| | | |
|---------------------------------------|------------------------|------------------|
| PRIMARY DISPATCH G2 FSA SYSTEM | System Total: | 53,627.41 |
| | Shipping Total: | 119.00 |
| | System Subtotal | 53,746.41 |

PRIMARY DISPATCH WARRANTY & SUPPORT

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. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

| DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT | | | | | | | | | |
|---|------|-----|------------|--|--------------|-------------|-----------|--|--|
| Unit | Mfr | Qty | Part No. | Description | US List Unit | QUOTE UNIT | QUOTE EXT | | |
| HR | USDD | 1.0 | RS-1YR-STD | [STANDARD] 1st YEAR WARRANTY & SUPPORT | \$ 3,335.23 | \$ 3,001.70 | No Charge | | |
| LOT | USDD | 5.0 | RS-AYR-STD | [STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT | \$ 3,335.23 | \$ 3,001.70 | 15,008.50 | | |

INDIVIDUAL DISPATCH SYSTEMS TOTALS

| | |
|--|------------------|
| PRIMARY DISPATCH G2 FSA SYSTEM TOTAL: | 53,746.41 |
|--|------------------|

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

| | |
|--|------------------|
| ALL SYSTEMS SUBTOTAL: | 53,627.41 |
| ALL SHIPPING SUBTOTAL: | 119.00 |
| ALL WARRANTY & SUPPORT: | 15,008.50 |
| ALL PRIMARY DISPATCH-LEVEL ESTIMATED TAX: | 1,300.89 |
| ALL PRIMARY DISPATCH-LEVEL GRAND TOTAL: | 70,055.80 |

US DIGITAL DESIGNS

1150 W Grove Pkwy St #110
 Tempe, Arizona 85283

877-551-8733 tel

480-290-7892 fax

QUOTE

DATE: 6/27/2025

Expires: 9/25/2025

Quote SUBMITTED TO:

Monterey County, CA
Emergency Communications Department

REF PROPOSAL

CA_MCFC002 v4

Section Totals

| SECTION TOTALS | |
|--|------------------|
| [UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US] | |
| SUBTOTAL | 70,055.80 |
| Includes: | |
| PRIMARY DISPATCH G2 FSA SYSTEM : | 53,746.41 |
| PRIMARY DISPATCH WARRANTY & SUPPORT : | 15,008.50 |
| PRIMARY DISPATCH G2 FSA SYSTEM ESTIMATED TAX: | 1,300.89 |
| Notes: One (1) Dispatch Center System currently proposed/included. Support to be paid annually per Service Agreement. | |

US Digital Designs System Total: \$ 70,055.80

The maximum amount payable under this Agreement by the County of Monterey to Honeywell International Inc., shall not exceed the sum of \$70,055.80

(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

EXHIBIT B SCOPE OF WORK

Overview

The purpose of this Scope of Work (“SOW”) is to detail the tasks and responsibilities of HONEYWELL related to the provision the Phoenix G2 Fire Station Alerting System (“System”) for End User.

End User Obligations

End User shall take and perform all reasonable action necessary to facilitate Honeywell’s performance of the SOW hereunder. Prior to the initial project meeting, Honeywell shall provide End User with certain project documentation that lists tasks to be performed by End User to enable Honeywell to configure the Communications Gateway and prepare for installation and implementation. In addition to the foregoing, End User shall be responsible for procuring and/or providing the following for use with the System:

- a. The procurement and/or provision of all computers, peripherals, and consumables (collectively “End User Equipment”), including printer paper, toner and ink necessary for the installation, testing and functionality of the of the System.
- b. Provide a CAD interface to the System on the existing or new CAD System. If this requires software installation or development for the End User’s CAD system, the End User must contact the CAD vendor and schedule this work. timely manner, or the System installation may be significantly delayed.
- c. Provide the voice and data radio system, data network infrastructure, dispatch computer with current version web browser, and personnel skilled in End User’s radio and data systems. Honeywell’s web- based user interface software is only supported on the most recent versions of Microsoft Edge, Google Chrome, and Mozilla Firefox web browsers.
- d. Procure and install radio control station(s) or radio console(s), if necessary, and integrate with existing radio system. Radios or consoles must have PTT input, audio input, and COR output for full System functionality. Provide any third- party console software licenses as necessary;
- e. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in any operating manuals for the End User Equipment, including the replacement of UPS batteries as necessary;
- f. Providing all reasonable security and bearing all risk of loss or damage to any Products delivered to, stored at, or installed on End User’s property;
- g. Providing a stable means of data transmission between the Communications Gateway and each Station Controller to be serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc.;

- h. The correct use of the Products and System in accordance with the manufacturer and Honeywell's operating instructions; and
- i. The security, accessibility, and integrity of the System, End User Equipment, and installation site.

Remote Access to System

Honeywell requires remote network access to the System, including access to End User's Communications Gateways, any Station Controllers that will be installed in End User's constituent fire department, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this contract. To enable this the End User will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel ("End User Support") to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access End User's System with the knowledge and consent of End User.

- a. Alternative to Network Access. If the End User elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. Municipalities 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:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- b. Timely Access. End User must ensure that remote access is available prior to notifying Honeywell of a support request. If the End User 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.
- c. 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 End User requires the use of physical security tokens this may delay after hours service.

Project Deliverables

The deliverables provided under this SOW include station alerting hardware and software, software configuration, dispatch and station hardware installation, and user, administrator and

maintenance training (schedule coordinated with End User) as detailed on the Quote provided to the End User

Hardware Deliverables

Honeywell will provide the hardware as detailed on the Quote provided to the End User. Hardware delivery/shipment is intended to be a single shipment to a single receiving point. The End User provided warehouse must be an environmentally controlled and secure storage area.

Software Deliverables

Honeywell will provide standard embedded software for the operation of the station alerting system. This includes the software for the operation of the central Communications Gateway and GaRI radio system interfaces.

Modifications to Standard Products

Modifications will be made, if required, to Honeywell's standard products where necessary to provide the agreed upon functionality. Modifications will include VoiceAlert element order and repetition, and printer display elements.

Standard Interface Software

Honeywell's Communications Gateway will interface to End User's CAD system using the Honeywell standard fire station alerting interface. The costs associated with CAD provider's fees are not included. CAD Provider's portion of the FSA interface is the responsibility of the End User.

Station Layout and Design

Honeywell will collaborate with End User to plan and document the Products for each station, layout of Product in each station, and installation protocols for each individual installation site.

Training

- a. Dispatch System Operation (half-day). The Dispatch System Operation class is intended to give dispatch center personnel the skills to use the alerting system through the CAD system, to operate the Manual Alerting client and to recognize system faults. The class will be hands-on using the system prior to go live.
- b. Administration and Maintenance (half-day). The Administration and Maintenance class is intended to give technical service personnel the skills to perform system configuration, basic diagnostics and troubleshooting on the station alerting system. The class will be hands-on using the system prior to go live.
- c. Installation Training (8 hours) [if included in Quote]. The G2 certification will familiarize the installer with unique features of the System. US Digital Designs will provide training and supervision to End User or contractor's personnel in the installation and configuration of the station equipment. This training will include installation classroom training, sample installations by HONEYWELL personnel, supervision for personnel during initial installations, and telephone follow-up as necessary.

Honeywell Project Roles and Responsibility

Overview

Honeywell will assign qualified personnel to implement the System for the Project. The project team will be located primarily at the Honeywell headquarters in Tempe, Arizona, but will travel as necessary to the End User's location.

The following is a proposed list of Honeywell project personnel roles for this project. The list of roles may change as necessary to accommodate new project requirements.

Honeywell Project Manager

The Honeywell project manager ("Project Manager") will have the overall responsibility for ensuring the success of the HONEYWELL portion of this project. The Project Manager will be the primary contact for project-related issues and will be responsible for issue resolution. The Project Manager will also develop an issue escalation plan in conjunction with the End User's System Administrator.

Software Engineer

The Honeywell Software Engineer will be responsible for Honeywell's configuration of software required for the system, and for the resolution of any HONEYWELL software issues identified during the project.

End User Roles and Responsibilities

End User's staff must be familiar with the End User's existing systems and needs with respect to fire station alerting. In particular, End User must have subject matter experts available for consultation on the existing communications systems, both in the station and the communications center, and the current and proposed data networks.

Honeywell will need to rely on the End User's personnel for direction on equipment location in the data center. It is critical that personnel with both knowledge and authority be available for this direction.

End User will also be required to provide any necessary third-party consultation and configuration work for systems outside the overall contract.

End User Point of Contact

End User shall assign a minimum of one and a maximum of three contact people to manage the installation and administration of the System (the "System Administrator"). End User shall provide Honeywell with written notice of such assignment prior to the Project Meeting (defined below). End User may change the System Administrator only upon written notice to Honeywell. The System Administrator shall have the principal responsibility of overseeing and managing this project on behalf of End User and shall be the primary point of contact for End User. The End User may replace the person serving as its System Administrator only upon prior written notice to Honeywell. End User will ensure that the System Administrator is reasonably available to Honeywell and Honeywell may rely on the direction of the System Administrator in performing its duties hereunder, including without limit, direction to provide additional services.

Project Implementation

Project Planning

Project planning will begin with the initial project meeting (“Project Meeting”). Honeywell will participate in the Project Meeting (which could be web based depending on scheduling constraints). This meeting is important to developing the expectations of the End User and establishing the specific equipment and services to be delivered by Honeywell.

Honeywell will work with the End User and CAD provider to develop an implementation plan and schedule that meets the needs of the End User and is completed within the overall timeframe of the project. The implementation plan will list all equipment to be delivered and will detail the delivery timeframe for this equipment as well as any work to be done by End User prior to or after delivery and installation.

HONEYWELL Designers will produce a custom rendering of each fire station system design based upon floor plans provided by End User, and will include any information provided by End User, such as architectural demands of the stations and station/End User culture so that End User’s personnel can most efficiently perform their duties. Each station design will list a Bill of Materials including quantities and will be subject to End User review and approval prior to any installation. Any changes thereafter will be marked on the Design and submitted for approval by End User.

Any equipment, software development, installation or other work that is outside the scope of the equipment and services described in the Quote will be considered out of scope and may be subject to a formal change order. After the acceptance of the design, all changes in scope will be considered subject to a formal change order.

CAD Interface Customization

Honeywell will provide its standard API for CAD System alerting interfacing and will customize this interface to operate with the current version of End User’s CAD system FSA interface. Any associated FSA interface fees charged by End User’s CAD provider are not included in Quote.

Installation

Honeywell s will install the Communications Gateway equipment in the data center or other communications equipment location near the CAD equipment. Honeywell will also install the Gateway Audio Radio Interface (GARI) unit(s) and assist in the connection to End User radio equipment. Honeywell has arranged for a G2 Certified Installation Contractor to perform installation of Station-Level components. Regardless of the party responsible for providing installation, all Product must be installed by a End User approved, Honeywell approved, and Honeywell certified Phoenix G2 FSA installation contractor. Honeywell staff will perform final inspection and start-up each station.

System Functionality Demonstration

Honeywell will demonstrate the functionality of the installed and configured system after system installation. This demonstration will preferably utilize the CAD system to allow end-to-end demonstration.

Acceptance Test Procedures

After all installation is complete and basic functionality has been demonstrated, End User and Honeywell will initiate the Acceptance Test Procedure (“ATP”). The ATP procedure will be jointly developed based on the intended functionality of the System as actually installed and carried out as described in the Section below entitled “System Acceptance.”

Training

Honeywell will provide training to End User personnel on the operation, administration and maintenance of the System as priced in the Quote. The training will be provided in half-day class(es) as required. This training will be scheduled in conjunction with system testing and acceptance.

Project Controlling Process

Honeywell will report to the System Administrator to track the progress of the project and will work diligently to ensure that the project remains on or ahead of schedule. The schedule may be adjusted to accommodate End User’s activity.

Change Management Process

A change management plan shall be developed jointly by End User and Honeywell to document procedures for additions, deletions and modifications to the scope of the project. This includes software feature development and delivery and installation of additional equipment requested by the End User.

Document Review

Honeywell will submit documentation developed under this project for approval prior to inclusion in the project documents as necessary. As-Built drawings of the Station Designs will be provided showing final installation of Product in stations

Project Closure

Overview

The project closure process ensures that all outstanding issues are resolved, provides feedback on the project successes and issues to End User and Honeywell, and transitions End User and the System from a project to a support process.

Completion of Punch List Items

Honeywell will work with End User to identify any outstanding items for resolution. A list will be made of any unresolved issues and a disposition will be created for each item.

System Acceptance

Within 60 days of the date the entire System installation is substantially complete and basic functionality has been demonstrated to the System Administrator, Honeywell and End User shall jointly develop a written acceptance testing procedure (“ATP”) and perform a test of the System (“Acceptance Test”). The ATP shall be based on the System standards and criteria set forth in this Scope of Work and the final configuration of the System as actually installed. Failure of the End User to participate in the development of the ATP and to jointly perform the Acceptance Test

with Honeywell in good faith shall constitute End User's irrevocable acceptance of the System. Upon successful completion of the Acceptance Test, End User shall provide Honeywell with a Certificate of Completion in a form acceptable to Honeywell. If End User believes the Acceptance Test was unsuccessful, and if End User has complied with all "End User Obligations" (as defined below), End User may within seven days of the date on which the Acceptance Test is complete, provide HONEYWELL with written notice specifying the standards or criteria not met ("Failure Notice"). If within 30 days of the Failure Notice, Honeywell has not caused the System to meet the standards and criteria set forth in the Failure Notice, End User may terminate this Contract for cause. Failure of End User to provide a timely Failure Notice shall constitute End User's irrevocable acceptance of the System

Transition to Support

After a successful Acceptance Test and a short confirmation period, as mutually defined in the ATP process document, End User will be transitioned to support from the project team. The primary contact for End User may change. It is important for End User to continue to provide remote access to the System after the transition to support to allow Honeywell support personnel to perform remote diagnostics on the System.

Project Closure

After transition of the End User to technical support, Honeywell will prepare a document detailing any outstanding issues, lessons learned and other pertinent information for End User and/or CAD provider.

EXHIBIT C
SERVICE AGREEMENT



US DIGITAL DESIGNS
by Honeywell

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between Honeywell International Inc., through its US Digital Designs group (“Honeywell”), with its principal place of business at 1150 W. Grove Parkway, Suite 110, Tempe, Arizona 85283, and the following entity (“End User”):

County of Monterey, a political subdivision of the State of California Acting through the Emergency Communications Department
Attn: Lee Ann Magoski, Director of Emergency Communications
Address: 1322 Natividad Road, Salinas CA, 93906
Address2:
Telephone: 831-769-8880
Email: magoskiL@countyofmonterey.gov

1. **Recitals.** Customer requires Honeywell to provide Software maintenance and Hardware repair services for the Phoenix G2 Fire Station Alerting System Products (as those terms are defined below) acquired and implemented by Customer. Honeywell has agreed to service the Customer’s System (as defined below) pursuant to the terms, conditions, and limitations of this Agreement. In consideration of the forgoing, and for other good and valuable consideration, the Parties hereby agree to the terms set forth in this Agreement.

2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

- a. “Additional Services” shall have the meaning set forth in Section 9 below;
- b. “Application or App” shall mean the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices.
- c. “Commencement Date” shall be the date of expiration of the Warranty (12-months from the Go Live Date) as defined in the Warranty.
- d. “Hardware” means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Customer by Honeywell, provided however, Hardware shall not include any televisions or monitors manufactured by third parties;

- e. “Emergency Support” means telephone access for Customer’s System Administrator” (as defined below) to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure.
- f. “Mission Critical Failure” means a failure in the materials, workmanship or design of the System that causes any fire station served by the System to be incapable of receiving dispatches through all communications paths, provided however, that any such failure caused by operator error, internet or telephony service outages, misuse or neglect of the System or any cause outside of Honeywell’s direct control does not constitute a Mission Critical Failure.
- g. “Services” shall have the meaning set forth in Section 3, below;
- h. “Software” means software programs, including embedded software, firmware, executable code, linkable object code, and source code, including any updates, modifications, revisions, customization requested by Customer, copies, documentation, and design data that are licensed to Customer by Honeywell;
- i. “System” means all Hardware and Software purchased by Customer either directly from Honeywell or authorized Honeywell Reseller under any contract, purchase order, or arrangement that is used exclusively by Customer as part of its fire station alerting system, provided however, that the term “System” specifically excludes any components, hardware, or software provided by third parties, including without limitation Customer’s computers, lap tops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to Customer directly by Honeywell;
- j. “Term” means the period of time during which this Agreement is in effect, including the Initial Term and all Additional Terms, as defined in Section 13 below.

3. **Honeywell Scope of Services.** During the Term of this Agreement, Honeywell agrees to provide Hardware repair service and Software updates and maintenance for the System (collectively the “Services”). Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

- c. Emergency Support, available 24 hours per day, for Customer's System Administrator in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by Honeywell;
- e. Twenty-four (24) App licenses per each ATX Station Controller that is part of the System and covered under this Agreement. Use of the App shall be strictly governed by the *Mobile Application End User's Agreement* that must be accepted by each user at the time the software is downloaded.
- f. Advance replacement of defective or malfunctioning Hardware (not otherwise covered under the Honeywell warranty applicable to the Hardware) subject to Honeywell's Return Material Authorization ("RMA") Process described below; and
- g. Ground shipping for the return of repaired Hardware.

4. **Claims.** Prior to requesting Services, Customer is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, either Customer must contact Honeywell technical support and describe the problem or defect with specificity. The first such contact must occur during the Term. Honeywell's technical support contact information can be found on Honeywell's web site: <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.

5. **Advance Replacement of Hardware.** If a Hardware component requires repair during the Term, 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 a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original Hardware. When a product 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 Services must be used in the System to which this Agreement applies.

6. **Return Material Authorization Process.** If Customer makes a claim for an advanced replacement of a Hardware component during the Term, Customer shall provide Honeywell with the Hardware component model and serial number and failure information 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 is 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 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. The original hardware must be shipped back within 10 days of receiving the replacement. Failure to return the original hardware will cause Customer to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found.** Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no fault. Customer understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or return because the Hardware is “old.” Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware 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 Hardware.

8. **Limitations.** The Services specifically and expressly exclude any repair, software installation, update, or other service that is necessitated by the Customer’s misuse or neglect of the System, damage arising from Customer’s failure to follow instructions relating to the product’s use, cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, alterations or repairs to the System made by any person other than an authorized Honeywell representative, failure of environmental controls or improper environmental conditions, modification to alter functionality or capability without the written permission of Honeywell, use with non-Honeywell products, any damage caused by fire, flood, vandalism, terrorism, riot, storm, lightning, or other acts of nature or civil unrest. The Services shall not include disassembly or re-installation of any Hardware at Customer’s site. The Services shall not include the repair of any Hardware that is determined to be obsolete or irreparable in Honeywell’s sole discretion. The Services shall not include repair or replacement of televisions or monitors manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer’s warranty, if any. Honeywell shall not be liable to provide Services at any time when Customer is in breach of any obligation to Honeywell under this Agreement or any other contract.

9. **Additional Services by Honeywell.** Except for the Services, all other acts or performances requested or required of Honeywell by Customer (“Additional Services”) will be charged at Honeywell’s then current rates and will be in addition to all other fees and charges payable by Customer under this Agreement. Additional Services shall include (without limitation) Customer’s use of Emergency Support in the absence of a Mission Critical Failure and any Services provided by Honeywell on a rush basis or during hours not included in the description of the Services set forth above. All Additional Services must be agreed to in a mutually executed agreement or amendment to this agreement.

10. **Authorized Support Contacts.** In order to facilitate Honeywell’s delivery of the Services, Customer shall appoint a minimum of one and a maximum of three contact people who are each authorized to make use of the support services (“Authorized Contacts”). The Customer must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. Customer is responsible to select those personnel for this task who are suitable for it

by means of training and function, and who have knowledge of Customer's network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by Customer's personnel or contractors including obtaining additional information from field or dispatch personnel, data network or communications system troubleshooting, and physical inspection or actions on the System components.

11. **Customer Facilitation of Services.** Customer will be responsible for providing the following:

- a. The provision of remote access to the System, as more specifically described in Section 12 below;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively "Customer Equipment"), including printer paper, toner and ink necessary for the operation, testing, troubleshooting, and functionality of the of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the Customer Equipment, including the replacement of UPS batteries as necessary;
- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the of the System; such means of data transmission may include, but is not limited to, TCP/IP, data modems, leased lines, radios, etc;
- e. The correct use of the System in accordance with Honeywell's operating instructions; and
- f. The security and integrity of the System.

12. **Remote Access.** Honeywell requires remote network access to Customer's system, including its Communications Gateways, Station Controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and support tasks under this Agreement. To enable this the Customer will ensure that Customer will provide Honeywell support personnel VPN or similar remote network access to the System 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 System software upgrades and customized software. Honeywell will only access Customer's System with the knowledge and consent of Customer.

- a. **Alternative to Network Access.** If Customer elects not to provide remote network access to the System, 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:

- System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer –
- b. Timely Access. Customer must ensure that remote access is available prior to notifying Honeywell of a support request. In the event that the remote access cannot be provided, 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.
- c. 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 Customer requires the use of physical security tokens this may delay after hours service.

13. **Ongoing Service Term, Renewal and Termination.** The initial term of this Agreement shall begin on the Commencement Date and shall continue for one year (“Initial Term”). Unless previously terminated as set forth in this Section, this Agreement shall renew for four (4) additional one-year terms (each an “Additional Term”). This Agreement may be terminated by either party by providing written notice of termination to the other party at least 30 days prior to the expiration of the Initial Term or any Additional Term. Honeywell may terminate this Agreement for any breach hereof upon 30 days written notice. The notice shall specify the nature of the breach. If Customer fails to cure the breach within 30 days, this Agreement shall be terminated. Notwithstanding the foregoing, Honeywell may terminate this Agreement 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.

14. **Annual Fees.** On or before the first day of the Initial Term and each Additional Term (each a “Due Date”), End User shall pay Honeywell an Annual Fee in advance for the Services and to be delivered hereunder (the “Annual Fee”). The Annual Fee shall be \$3,001.70. Honeywell shall submit the invoice 45 days on before the Due Date,. The End User shall certify the invoice, either in the requested amount or in such other amount as the County approves in

conformity with this Agreement and shall promptly submit such invoice to the End User's Auditor-Controller for payment. The Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. Annual Fees are nonrefundable and the End User may terminate this Service Agreement without cause with 30-days written notice.

15. **Purchase of Additional Hardware and Software.** End User acknowledges that the Annual Fee covers only the Hardware and Software currently purchased and owned by End User. In the event End User purchases additional Hardware and Software during any Term of this Agreement, upon expiration of the warranty on such additional Hardware and Software, End User and Honeywell may enter into separate Service Agreements for such Hardware or Software, or include the annual fee for servicing such additional Hardware and Software to the Annual Fee, as the parties may mutually agree.

16. **Exclusions and Limitations.** Honeywell warrants that the Services performed hereunder will be carried out with due care and attention by qualified personnel. Defective Hardware subject to repair hereunder will be repaired to good working order. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from Customer's failure to follow instructions relating to the System's use. This Agreement does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Agreement does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Agreement. This Agreement does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) 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) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

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, **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 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 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.

ALL PRODUCT AND SERVICE CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS SERVICE AGREEMENT. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THE REPAIR OR REPLACEMENT OF HARDWARE UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF THE AGGREGATE PURCHASE PRICE OF THE HARDWARE PAID BY CUSTOMER TO HONEYWELL (i) GIVING RISE TO THE CLAIM OR (ii) PROCURED BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE CLAIM AROSE. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTION OR RE-PERFORMANCE OF THE DEFECTIVE SERVICES OR REFUND OF FEES PAID FOR THE SERVICES, AT HONEYWELL'S SOLE ELECTION, IF CUSTOMER NOTIFIES HONEYWELL IN WRITING OF DEFECTIVE SERVICES WITHIN NINETY (90) DAYS OF THE DEFECTIVE SERVICES. CUSTOMER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN THREE YEARS 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 hardware under this Service Agreement or make a product exchange without risk to or loss of the programs or data stored thereon.

17. **Force Majeure.** Except for Customer's duty to pay sums due hereunder, neither Honeywell nor Customer 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:

- a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. use responsible efforts to mitigate and/or 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 this Service Agreement.

18. **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.

19. **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.

20. **Governing Law; Parties in Interest.** This Agreement will be governed by and construed according to the laws of the State of California without regard to conflicts of law principles and will bind and inure to the benefit of the successors and assigns of the Parties.

21. **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. The Parties acknowledge that they will be bound by signatures on this document which are made via electronic means (i.e., DocuSign) and which are transmitted by mail, hand delivery, facsimile and/or any other electronic method (email or otherwise) to the other Party. Such electronic signatures will have the same binding effect as any original signature, and electronic copies will be deemed valid.

22. **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 may not be amended, altered, or changed except by the express written agreement of the Parties.

23. **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.

24. **Assignment.** The Parties shall not assign, in whole or in part, the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, Honeywell may freely transfer its rights under this Agreement in the event of a sale or transfer of all or substantially all of its assets or stock. Each Party binds itself, its successors, assigns, executors, administrators, or other representatives to the other Party hereto and to successors, assigns, executors, administrators, or other representatives of such other Party in connection with all terms and conditions of this Agreement.

25. **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.

26. **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.

County of Monterey:

Honeywell International Inc.

By: _____
Name: _____
Its: _____
Date: _____

By _____
Susheel Tenguria, General Manager
Date: _____

Signed by:

31B2028C241644B...
County Counsel - Approved as to Legal Form

EXHIBIT D



US DIGITAL DESIGNS
by Honeywell

NEW SYSTEM WARRANTY

1. **Warranty.** Subject to the terms, conditions and limitations contained herein, Honeywell International, Inc., through its US Digital Designs group (“**Honeywell**”) warrants and guarantees the Phoenix G2 Fire Station Alerting System products purchased and integrated into the **Monterey County Emergency Communications Department (“End User”)** for a period of 12-months from the End User’s Go-Live Date (“**Warranty Period**”). The End User’s rights and remedies with respect to any defect in the material or workmanship of the System (as defined below) shall be limited exclusively to the rights and remedies set forth herein (the “**Warranty**”).

2. **Definitions.**

- a. “**Authorized Contact**” mean a person appointed by End User who is authorized to make use of the Support Services (as defined below);
- b. “**Emergency Support**” means telephone access for End User’s Authorized Contacts to Honeywell’s senior staff and engineers in the event of a Mission Critical Failure;
- c. “**Go-Live**” means the date on which an authorized Honeywell technician has inspected and approved station installations, confirmed that all connections and start-up configurations are properly working, and conducted tests between stations and the dispatch centers confirming the System can send and receive alerts through the configured communication pathways.
- d. “**Hardware**” means all physically tangible electro-mechanical systems or sub-systems and associated documentation provided to End User by Honeywell; Hardware does not include any components, hardware, or software provided by third parties including, without limitation, End User’s computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices, internet and network connections, and any other parts or items not provided to End User directly by Honeywell, nor does

Hardware include any televisions or monitors manufactured by third parties, even if Honeywell provided such televisions or monitors to End User;

- e. **“Mission Critical Failure”** means a defect in the materials or workmanship of the System causes any fire station served by the System to be incapable of receiving dispatches through all communications paths; provided, however, that any such failure caused by third party products or software, operator error, internet or telephony service outages, misuse or neglect of the System, or any other cause outside of Honeywell’s control, including, without limitation, lightning strike, power surges or other acts of God does not constitute a Mission Critical Failure;
- f. **“Product”** or **“Products”** mean the Hardware, Software and other tangible goods, equipment, supplies, and components included in the System (as defined below);
- g. **“Software”** means software programs, including both standalone and embedded software, firmware in executable code form, including any updates, upgrades, and patches thereto, as well as any relevant documentation, that are licensed to End User by Honeywell for use in connection with the System, including, without limitation the *Phoenix G2 FSA Mobile Application* for iOS and Android mobile devices;
- h. **“Support Services”** mean those services provided by Honeywell which are set forth in this Agreement, including, without limitation, Hardware warranty service, Software updates, and support and maintenance for the System (including, without limitation, Emergency Support Services) during the Warranty Period; and
- i. **“System”** means all Hardware and Software purchased by End User, either directly from Honeywell or from authorized Honeywell reseller, under any contract, purchase order, or arrangement that is used exclusively by End User as part of its Phoenix G2 Fire Station Alerting System; provided, however, that the term “System” specifically excludes any components, hardware, or software provided by third parties including, without limitation, End User’s computers, laptops, computer peripherals, monitors, televisions, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided to End User directly by Honeywell.

3. System Maintenance and Support. During the Warranty Period, Honeywell agrees to provide the Support Services to End User. Subject to all other terms and conditions contained in the Agreement, the Services shall include the following:

- a. Technical phone support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;
- b. Remote access support Monday through Friday from 08:00 to 17:30 MST, excluding Honeywell holidays;

- c. 24 hour per day telephone access for End User's Authorized Contact to Honeywell's senior staff and engineers in the event of a Mission Critical Failure;
- d. Updates for all System Software, as and when released by Honeywell; and
- e. Advance replacement of defective or malfunctioning Hardware, subject to Honeywell's Return Material Authorization ("RMA") Process described below.

4. **Support Services Requests.** Prior to requesting Support Services, End User is encouraged to review Honeywell's online help resources. Thereafter, to make a valid claim hereunder, End User must contact Honeywell technical support and describe the problem or defect with specificity (a "**Support Service Request**"). The first such contact must occur during the Warranty Period. Honeywell's technical support contact information can be found on Honeywell's web site: <http://stationalerting.com/service-support/>. End User 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.

5. **Replacement Hardware.** If a defect with the Hardware arises and End User makes a valid Support Service Request within the Warranty Period, End User shall initiate the RMA process as described below. Upon approval, Honeywell will cause shipment of a replacement Hardware component to End User 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 End User'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.

6. **Return Material Authorization Process.** If a End User makes a claim for an advanced replacement of a Hardware component during the Warranty Period, End User must initiate an RMA request. As part of this RMA process, the End User 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 End User. 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 End User 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 End User to incur a replacement charge equal to full market value of the replacement Hardware.

7. **No Fault Found.** Honeywell reserves the right to charge 50% of the standard repair price if the returned Hardware is found to have no defect under the Warranty. End User understands that this fee is intended to discourage return of Hardware prior to proper troubleshooting or because the Hardware is “old.” Hardware returns will not be allowed if, upon examination of the returned Hardware component, it is determined that the Hardware was subjected to accident, misuse, neglect, alteration, improper installation, unauthorized repair, or improper testing. In such event, Honeywell shall invoice End User for the full market value of the replacement Hardware.

8. **Mission Critical Failure.** End User’s use of Emergency Support in the absence of a Mission Critical Failure shall constitute additional services not covered by this Warranty and the time expended will be charged at Honeywell’s then current rates. All additional Services must be agreed to in a mutually executed agreement or amendment to this agreement.

9. **Authorized Support Contacts.** In order to facilitate Honeywell’s delivery of the Support Services, End User shall appoint a minimum of one and a maximum of three Authorized Contacts. The End User must ensure that the Authorized Contacts have adequate expertise and experience to make an accurate description of malfunctions to make it possible for Honeywell to handle reports efficiently. End User is responsible to select those personnel for this task who are suitable for it by means of training and function, and who have knowledge of End User’s network, hardware, and software systems. The Authorized Contacts must also have completed Honeywell product training.

At least one Authorized Contact should be available to assist Honeywell as needed during the support process. Authorized Contacts are responsible for coordinating any actions needed by End User’s personnel or contractors including obtaining additional information from field or dispatch personnel, data network, or communications system troubleshooting, and physical inspection or actions on the System components.

10. **End User Facilitation of Support Services.** In order for Honeywell to undertake its Support Service obligations, End User will be responsible for providing the following:

- a. Remote access to the System, as more specifically described below;
- b. The procurement and/or provision of all computers, peripherals, and consumables (collectively “**End User Equipment**”), including printer paper, toner, and ink necessary for the operation, testing, troubleshooting, and functionality of the System;
- c. Any configuration and regular maintenance that is normally undertaken by the user or operator as described in the operating manual for the End User Equipment, including the replacement of UPS batteries, as necessary;

- d. Providing a stable means of data transmission between the System Gateway and each fire station serviced by the System necessary for the installation, testing and functionality of the System; such means of data transmission may include, but are not limited to, TCP/IP, data modems, leased lines, radios, etc.;
- e. The correct use of the System in accordance with Honeywell’s operating instructions; and
- f. The security and integrity of the System.

11. **Remote Access.** Honeywell requires remote network access to the End User’s System, including its communications gateways, station controllers, and other Honeywell-supplied equipment through Secure Shell (SSH) to perform implementation and Support Service tasks under this Agreement. End User will provide Honeywell support personnel VPN or similar remote network access to the System for Honeywell support personnel (“**End User Support**”) to effectively troubleshoot critical or complex problems and to expedite resolution of such issues. Remote network access is also used to install core System software upgrades and customized software. Honeywell will only access End User’s System with the knowledge and consent of End User.

- a. Alternative to Network Access. If the End User elects not to provide remote network access to the System, then Honeywell may not be able to perform some support functions. End Users 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:
 - System software upgrades
 - System software customization
 - Network troubleshooting assistance including packet capture and network monitoring on Honeywell devices
 - Detailed log analysis
 - Bulk updates to System database tables
 - Troubleshooting that requires low-level system access or large file transfer
- b. Timely Access. End Users must ensure that remote access is available prior to notifying Honeywell of a Support Service request. In the event that the End User is unable to provide remote access, Honeywell will not be required to provide Support Service outside those tasks that do not require remote access, and any corresponding resolution response times will not apply.
- c. 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 End User requires the use of physical security tokens this may delay after hours service.

12. Exclusions and Limitations of Liability. Honeywell does not warrant that the operation of the System, Hardware, Software, or any related peripherals will be uninterrupted or error-free. Honeywell is not responsible for damage arising from End User's failure to follow instructions relating to the System's use. This Warranty does not apply to any Hardware or Software not used in conjunction with the System and for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply to: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) damage caused by use with non-Honeywell products; (d) damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) damage caused by operating the Product outside the permitted or intended uses described by Honeywell; (f) 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) a Product or part that has been modified to alter functionality or capability without the written permission of Honeywell; or (h) to any Product from which the serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY 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, **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 THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, HONEYWELL IS NOT RESPONSIBLE FOR DIRECT, 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.

ALL PRODUCT CLAIMS ARE LIMITED TO THOSE EXCLUSIVE REMEDIES SET FORTH IN THIS WARRANTY. HONEYWELL'S AGGREGATE LIABILITY IN CONNECTION WITH THIS WARRANTY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS PAID BY END USER TO HONEYWELL FOR THE PRODUCTS GIVING RISE TO THE CLAIM. END USER SHALL NOT BRING A LEGAL OR EQUITABLE ACTION AGAINST HONEYWELL MORE THAN THREE YEARS 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 Hardware under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

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

14. **Force Majeure.** Except for End User's duty to pay sums due hereunder, neither Honeywell nor End User 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:

- a. notify the other in writing of the reasons for its failure to fulfill its obligations and the effect of such failure; and
- b. use responsible efforts to mitigate and/or 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 End User that it is cancelling this Warranty.