

US Digital Designs



END USER'S ACKNOWLEDGMENT AND AGREEMENT

[End User] ("End User") is acquiring the fire station alerting system ("System," as more specifically defined below) designed and manufactured in part by US DIGITAL DESIGNS, INC. ("USDD") and acquired here from Keylite Power and Lighting Corp. ("Keylite") pursuant to the System And Services Agreement Between Broward County And Keylite Power & Lighting Corp., approved October 10, 2017 ("the Broward County Contract"). For purposes of the Broward County Contract and this Acknowledgment and Agreement, Keylite is a USDD authorized Reseller. USDD's obligation to provide the System and certain related services to End User through Keylite is contingent, in part, on USDD's receipt of this End User's Acknowledgment and Agreement, as set forth herein.

For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, End User agrees as follows:

1. Definitions.

- a. **"Hardware"** means a physically tangible electro-mechanical system or sub-system and associated documentation provided to Keylite or End User by USDD; provided, however, that Hardware shall not include any televisions or monitors manufactured by third parties.
- b. **"Intellectual Property"** means any and all rights of USDD related to Hardware, Software, and other products and business 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.
- c. **"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 provided to End User by USDD through Keylite as part of the System.

- d. **“System”** means all USDD hardware and software purchased by Reseller for resale to End User either as part of Keylite’s Broward Contract, or otherwise, and that is used exclusively by End User 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 Reseller or End User’s computers, laptops, computer peripherals, routers, switches, operating systems, computer programs, applications, internet and network connections, and any other parts or items not provided directly by USDD.
2. **Warranty.** End User acknowledges and agrees to the terms of the New System Warranty attached hereto at **Schedule 1** (the “Warranty”) and made a part hereof by this reference. End User agrees that all services provided under the Warranty will be provided directly by USDD, unless otherwise agreed. End User acknowledges and agrees that, unless otherwise agreed in writing, USDD will not be obligated to honor any warranty claims made on Keylite or any other entity. End User may have warranty rights with respect to Keylite or other entities, but those rights (if any) are not included in this Acknowledgement and Agreement.
3. **Intellectual Property.** End User hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property. End User agrees not to remove, obscure, or alter USDD’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 any Hardware, Software, or other products. Nothing in this instrument, the Prime Contract, or the USDD Contract 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.
4. **License.** At all times that End User is in compliance with the terms of its agreements with Keylite, End User shall have a non-exclusive, non-transferable, fully paid license to use the Software in conjunction with the System. All other rights to the Software and other Intellectual Property are reserved exclusively to USDD.
5. **Temporary Limitations in Use of System.** End User is dispatched by Broward County (the “County”), who is acquiring the dispatch level portion of the System from Keylite and USDD pursuant to the Broward County Contract. It is anticipated that End User’s System will be installed and implemented prior to final implementation and acceptance of the System by County. Until such time as the County’s System is interfaced to its CAD system and County has accepted the System, End User’s System will not have certain functions available, including automated VoiceAlert announcements, other CAD-related functions, and use of the Phoenix G2 FSA Mobile Application. Notwithstanding these temporary limitations in functionality, End User’s System can be installed and implemented, and used for station alerting utilizing of tone decoding

until such time as the County's System is fully implemented. By its signature below, End User acknowledges the temporary limitations in the System that will apply until the County's System is fully implemented and accepted.

IN WITNESS WHEREOF, End User has executed this instrument as of the date set forth below.

[Name of End User]:

By _____

Name: _____

Its: _____

Date: _____

SCHEDULE 1

NEW SYSTEM WARRANTY