END USER'S ACKNOWLEDGMENT AND AGREEMENT

City of Fort Lauderdale Fire Rescue Department ("End User") has acquired 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. **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.

3. **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.

4. **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.

5. **PUBLIC RECORDS.**
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002.

Contractor shall comply with public records laws, and Contractor shall:

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2023), as may be amended or revised, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

6. **Scrutinized Companies.** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

7. **E-Verify.** As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

A. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

B. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.

C. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(5), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(5), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to

immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

D. An Agreement terminated under Sections 448.095(5)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section448.095(5)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

E. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section 21 in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(e), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

8. **Non-Discrimination.** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

A. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

B. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

C. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

D. City may retain all monies due or to become due until the Contractor complies with Section 2-187.

[Remainder of Page Intentionally Left Blank]

IN WITNESS OF THE FOREGOING, the parties execute this Agreement as follows:

ATTEST   CITY OF FORT LAUDERDALE, a Florida
                                                   municipality.

By: _____   By: _____
     David R. Soloman, City Clerk   Greg Chavarria, City Manager

                                                   Approved as to form and correctness:
                                                   Thomas J. Ansbro, City Attorney

                                                   By: _____
                                                        Rhonda Montoya Hasan
                                                        Assistant City Attorney

WITNESS: KEYLITE POWER AND LIGHTING CORP.,
                                            a Florida corporation

_____
Signature   By: _____
_____   Angel Munoz, President
Print Name

_____
Signature
_____   (CORPORATE SEAL)
Print Name

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before the me by means of ❏ physical presence or ❏ online notarization, this _____ day of _____, 2023, by Angel Munoz as President of Keylite Power & Lighting Corp., a Florida corporation.

(SEAL)   _____
                                            Notary Public, State of _____
                                            (Signature of Notary Public)

                                            _____
                                            (Print, Type, or Stamp Commissioned Name of Notary
                                            Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced_____

SCHEDULE 1
STATIONS EQUIPMENT INVENTORY

City of Fort Lauderdale - Station Alerting Inventory Per Station

Equipment Description	ST2 Qty	ST3 Qty	ST18 Qty	ST13 Qty	ST29 Qty
G2 Station Licenses	1	1	1	1	1
G2 ATX Station Controller	1	1	1	1	1
G2 ATX Expansion Kit	1	0	0	0	0
Audio Amplifier	1	1	1	0	1
G2 HDTV Remote	1	1	1	1	1
G2 I/O Remote Module	1	1	1	0	1
G2 Message Remote	13	4	5	0	5
G2 Message Sign Digital	13	4	4	0	4
G2 LED Speaker	25	9	7	0	10
Standard speakers	20	20	12	8	22
Weatherproof Speaker	8	7	7	2	6
OmniAlert Strobe	0	0	0	0	0
Federal Strobe Pkg	1	1	1	0	1
MDS Orbit Data Radio	1	1	1	1	1
APX4500 Radio	1	1	1	1	1

	ST35 Qty	ST46 Qty	ST47 Qty	ST49 Qty	ST53 Qty	ST54 Qty
Equipment Description	1	1	1	1	1	1
G2 Station Licenses	1	1	1	1	1	1
G2 ATX Station Controller	1	1	1	0	1	1
G2 ATX Expansion Kit	1	1	1	1	1	1
Audio Amplifier	1	1	1	1	1	1
G2 HDTV Remote	1	1	1	1	1	1
G2 I/O Remote Module	7	6	10	5	9	5
G2 Message Remote	5	6	7	6	6	8
G2 Message Sign Digital	15	12	19	9	17	11
G2 LED Speaker	15	14	17	19	13	21
Standard speakers	6	5	6	4	5	5
Weatherproof Speaker	0	0	0	0	1	0
OmniAlert Strobe	1	1	1	1	1	1
Federal Strobe Pkg	1	1	1	1	1	1
MDS Orbit Data Radio	1	1	1	1	1	1
APX4500 Radio						

Option B: Standard Support Services
Includes 24/7/365 1 hour telephone support
Includes Next Business Day priority shipping from factory replacement,
field replacements Includes 24/7/365 2 hours onsite response, +4 hours
uptime guarantee
Includes all parts and active equipment supplied to repair
or replace. Includes software maintenance.
Includes onsite software upgrades as necessary
Includes 24 licenses G2 Mobile FSAS application
(iPhone or Android) Includes connectivity to Fire Alerting
Infrastructure
Not included APC UPS or batteries
Not included is change in existing configuration and programming