

US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

Farmers Branch, Texas

Farmers Branch Fire Department / for NTECC FSAS Project

Project:

Fire Station Alerting System [Phase 1 Basics]

3 Station Locations

Proposal number:

FBTX001

Revision #

1

Quote Date:

04-Jun-2015

Quote Expires:

1-Dec-2015

FOR FINAL INSTALLATION CONTACT:

DFW Communications, Inc

Steve LePrel / SLePrel@dfwcomm.com / (972) 730-4339

By:

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Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

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This Proposal is subject to corrections due to Errors or Omissions

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

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

QUOTE

DATE: 6/4/2015

Expires: 12/1/2015

Quote SUBMITTED TO:

Farmers Branch, Texas

Fire Station Alerting System [Phase 1 Basics]

REF PROPOSAL

FBTX001 v1

Station-Level Equipment/Services

FBTX FS01

Farmers Branch Station 01 - Per USDD Drawing # USDD.FBTX.FS01.NTECC.2015.05.05.pdf

Item	Unit	Mfr	Qty	Description	Part No.	Unit	Ext
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PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER	ATX	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
3	Kit	USDD	0	Base Plate	ATX-P	N/C	N/C

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT	ATX-EXP	\$ -	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ -	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ -	\$ -
8	Ea	USDD	1	G2 VOICEALERT - Single Station License	VA	\$ 834.00	\$ 834.00

PERIPHERAL OPTIONS

9	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ -	\$ -
10	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ -	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ -	\$ -
12	Ea	USDD	2	G2 MESSAGE REMOTE Module	MR	\$ 1,050.00	\$ 2,100.00
13	Ea	USDD	4	G2 SIGN REMOTE Module	SR	\$ 525.00	\$ 2,100.00
14	Ea	USDD	0	G2 HDTV REMOTE Module	TVR	\$ -	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ -	\$ -
16	Ea	USDD	9	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 324.00	\$ 2,916.00
17	Ea	USDD	4	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 54.00	\$ 216.00
18	Ea	USDD	2	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 24.00	\$ 48.00
19	Ea	USDD	0	MS Mount - Articulating, Std. reach	MS-MNT-ART-S	\$ -	\$ -
20	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 259.00	\$ 518.00
21	Ea	USDD	0	MS Mount - X2 Arm, Artic., Long	MS-MNT-ART-LX2	\$ -	\$ -
22	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ -	\$ -
23	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ -	\$ -
24	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ -	\$ -
25	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ -	\$ -
26	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 90.00	\$ 90.00
27	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ -	\$ -
28	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ -	\$ -
29	Ea	Bogn	0	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ -	\$ -
30	Ea	Bogn	0	Speaker - Standard, Flush Mount, 8Ω/70v (S86)	SPK-STD-FM	\$ -	\$ -
31	Ea	Bogn	0	Speaker - Surface Mount (MB), 8Ω/70v	SPK-STD-SM	\$ -	\$ -
32	Ea	USDD	0	G2 LED SPEAKER - Flush Mount, 8Ω/70v	SPK-LED-FM	\$ -	\$ -
33	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 8Ω/70v	SPK-LED-SM	\$ -	\$ -
34	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ -	\$ -
35	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 834.00	\$ 834.00

36	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$	-	\$	-	
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STATION-LEVEL SERVICES

37	Ea	USDD	1	Station Installation (DFW Communications)	ST-INST	\$	5,134.00	\$	5,134.00	
38	Ea	USDD	0	Station Remediation (NA/TBD)	ST-INST	\$	-	\$	-	
39	Ea	USDD	0	Station Installation Supervision	ST-IS	\$	-	\$	-	
40	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$	1,106.00	\$	1,106.00	
41	Ea	USDD	1	Station Project Management	ST-PM	\$	498.00	\$	498.00	
42	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$	277.00	\$	277.00	
43	Ea	USDD	1	Station Documentation	ST-DM	\$	41.00	\$	41.00	
44	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$	-	\$	-	
45	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$	-	\$	-	
46	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$	3,895.00	\$	-	
47	Ea	USDD	0	Miscellaneous/TBD	MISC	\$	-	\$	-	

FBTX FS01	Individual Station Equipment & Services Subtotal				\$	34,712.00	
	Individual Station Shipping				\$	756.00	
	INDIVIDUAL STATION GRAND TOTAL				\$	35,468.00	

REF PROPOSAL
FBTX001 v1

Station-Level Equipment/Services

FBTX FS02							
Farmers Branch Station 02 - Per USDD Drawing # USDD.FBTX.FS02.NTECC.2015.05.05.pdf							

Item	Unit	Mfr	Qty	Description	Part No.	Unit	Ext
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PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER	ATX	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
3	Kit	USDD	0	Base Plate	ATX-P	N/C	N/C

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT	ATX-EXP	\$ -	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ -	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ -	\$ -
8	Ea	USDD	1	G2 VOICEALERT - Single Station License	VA	\$ 834.00	\$ 834.00

PERIPHERAL OPTIONS

9	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ -	\$ -
10	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ -	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ -	\$ -
12	Ea	USDD	1	G2 MESSAGE REMOTE Module	MR	\$ 1,050.00	\$ 1,050.00
13	Ea	USDD	3	G2 SIGN REMOTE Module	SR	\$ 525.00	\$ 1,575.00
14	Ea	USDD	0	G2 HDTV REMOTE Module	TVR	\$ -	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ -	\$ -
16	Ea	USDD	6	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 324.00	\$ 1,944.00
17	Ea	USDD	2	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 54.00	\$ 108.00
18	Ea	USDD	1	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 24.00	\$ 24.00
19	Ea	USDD	0	MS Mount - Articulating, Std. reach	MS-MNT-ART-S	\$ -	\$ -
20	Ea	USDD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 259.00	\$ 259.00
21	Ea	USDD	0	MS Mount - X2 Arm, Artic., Long	MS-MNT-ART-LX2	\$ -	\$ -
22	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ -	\$ -
23	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ -	\$ -
24	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ -	\$ -
25	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ -	\$ -
26	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 90.00	\$ 90.00
27	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ -	\$ -
28	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ -	\$ -
29	Ea	Bogn	0	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ -	\$ -
30	Ea	Bogn	0	Speaker - Standard, Flush Mount, 8Ω/70v (S86)	SPK-STD-FM	\$ -	\$ -
31	Ea	Bogn	0	Speaker - Surface Mount (MB), 8Ω/70v	SPK-STD-SM	\$ -	\$ -
32	Ea	USDD	0	G2 LED SPEAKER - Flush Mount, 8Ω/70v	SPK-LED-FM	\$ -	\$ -
33	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 8Ω/70v	SPK-LED-SM	\$ -	\$ -
34	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ -	\$ -
35	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 834.00	\$ 834.00
36	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ -	\$ -

STATION-LEVEL SERVICES

37	Ea	USDD	1	Station Installation (DFW Communications)	ST-INST	\$ 4,034.00	\$ 4,034.00
38	Ea	USDD	0	Station Remediation (NA/TBD)	ST-INST	\$ -	\$ -
39	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -
40	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 989.00	\$ 989.00
41	Ea	USDD	1	Station Project Management	ST-PM	\$ 445.00	\$ 445.00
42	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 247.00	\$ 247.00
43	Ea	USDD	1	Station Documentation	ST-DM	\$ 37.00	\$ 37.00

44	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	
45	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	
46	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ 3,895.00	\$ -	
47	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	

FBTX FS02	Individual Station Equipment & Services Subtotal	\$ 30,470.00
	Individual Station Shipping	\$ 596.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 31,066.00

REF PROPOSAL
FBTX001 v1

Station-Level Equipment/Services

FBTX FS03							
Farmers Branch Station 03 - Per USDD Drawing # USDD.FBTX.FS03.NTECC.2015.05.14.pdf							

Item	Unit	Mfr	Qty	Description	Part No.	Unit	Ext
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PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER	ATX	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
3	Kit	USDD	0	Base Plate	ATX-P	N/C	N/C

STATION CONTROLLER OPTIONS

4	Kit	USDD	0	ATX EXPANSION KIT	ATX-EXP	\$ -	\$ -
5	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ -	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ -	\$ -
8	Ea	USDD	1	G2 VOICEALERT - Single Station License	VA	\$ 834.00	\$ 834.00

PERIPHERAL OPTIONS

9	Ea	USDD	0	G2 ROOM REMOTE Module	RR	\$ -	\$ -
10	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ -	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ -	\$ -
12	Ea	USDD	2	G2 MESSAGE REMOTE Module	MR	\$ 1,050.00	\$ 2,100.00
13	Ea	USDD	5	G2 SIGN REMOTE Module	SR	\$ 525.00	\$ 2,625.00
14	Ea	USDD	0	G2 HDTV REMOTE Module	TVR	\$ -	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN, Digital LED (GammaSign)	MS-G	\$ -	\$ -
16	Ea	USDD	10	MESSAGE SIGN, Digital LED (BetaBrite)	MS-B	\$ 324.00	\$ 3,240.00
17	Ea	USDD	4	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 54.00	\$ 216.00
18	Ea	USDD	2	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 24.00	\$ 48.00
19	Ea	USDD	0	MS Mount - Articulating, Std. reach	MS-MNT-ART-S	\$ -	\$ -
20	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 259.00	\$ 518.00
21	Ea	USDD	0	MS Mount - X2 Arm, Artic., Long	MS-MNT-ART-LX2	\$ -	\$ -
22	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ -	\$ -
23	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ -	\$ -
24	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ -	\$ -
25	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ -	\$ -
26	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 90.00	\$ 180.00
27	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ -	\$ -
28	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ -	\$ -
29	Ea	Bogn	0	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ -	\$ -
30	Ea	Bogn	0	Speaker - Standard, Flush Mount, 8Ω/70v (S86)	SPK-STD-FM	\$ -	\$ -
31	Ea	Bogn	0	Speaker - Surface Mount (MB), 8Ω/70v	SPK-STD-SM	\$ -	\$ -
32	Ea	USDD	0	G2 LED SPEAKER - Flush Mount, 8Ω/70v	SPK-LED-FM	\$ -	\$ -
33	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 8Ω/70v	SPK-LED-SM	\$ -	\$ -
34	Ea	TIC	0	Transformer, 8ohm to 70V, External	XFMR	\$ -	\$ -
35	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 834.00	\$ 834.00
36	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ -	\$ -

STATION-LEVEL SERVICES

37	Ea	USDD	1	Station Installation (DFW Communications)	ST-INST	\$ 5,134.00	\$ 5,134.00
38	Ea	USDD	0	Station Remediation (NA/TBD)	ST-INST	\$ -	\$ -
39	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -
40	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 1,144.00	\$ 1,144.00
41	Ea	USDD	1	Station Project Management	ST-PM	\$ 515.00	\$ 515.00
42	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 286.00	\$ 286.00
43	Ea	USDD	1	Station Documentation	ST-DM	\$ 43.00	\$ 43.00

44	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	
45	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	
46	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ 3,895.00	\$ -	
47	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	

FBTX FS03	Individual Station Equipment & Services Subtotal	\$ 35,717.00
	Individual Station Shipping	\$ 807.00
	INDIVIDUAL STATION GRAND TOTAL	\$ 36,524.00

ALL STATIONS / System & Services / Running Total : \$100,899.00

All Stations / Shipping / Running Total : \$2,159.00

Grand Total / Station-Level : \$103,058.00

Installation Notes:

01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.

02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.

03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.

04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.

05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.

06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.

07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.

08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.

09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.

10 - Structural backing for system devices and other millwork (not specifically detailed) by others.

11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.

12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.

13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-87335 tel 480-290-7892 fax

QUOTE

DATE: 6/4/2015
Expires: 12/1/2015

Quote SUBMITTED TO:
Farmers Branch, Texas
Fire Station Alerting System [Phase 1 Basics]

REF PROPOSAL
FBTX001 v1 Recurring Annual Support Options

Customer must elect to choose any coverage required beyond 1st Year of Standard Warranty

Item	Unit	Mfr	Qty	Description	Part No.	Unit	Ext	
STANDARD Annual Support Options								
1	LOT	USDD	1	[STANDARD] 1st YEAR SUPPORT Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) DISPATCH CENTER AND 16 STATION LOCATIONS	RS-1YR-STD	\$ 7,287.21	No Charge - Included in Purchase	
6	LOT	USDD	0	[STANDARD] ADDITIONAL / RECURRING ANNUAL SUPPORT OPTION (PER YEAR) FARMERS BRANCH X3 STATIONS	RS-AYR-STD	\$ 7,287.21	\$ -	

SUPPORT OPTIONS TOTAL: \$ -

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

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 6/4/2015
Expires: 12/1/2015

Quote SUBMITTED TO:
Farmers Branch, Texas
Fire Station Alerting System [Phase 1 Basics]

REF PROPOSAL
FBTX001 v1

Section Totals

Station-Level FSAS Subtotal (1st Phase)	\$	103,058.00
Support-Level FSAS Subtotal (TBD By Customer - See Support Section and below)	\$	-
US Digital Designs System Total	\$	103,058.00

RECURRING ANNUAL SUPPORT OPTIONS
[Broken Out By City, As Requested]

FARMERS BRANCH'S PORTION (Covers x3 Locations - Per Year Cost)	\$	7,287.21
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TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed in writing by US Digital Designs, Inc. (hereinafter called "USDD").
2. **PROPOSALS** This proposal expires 30 days after its date. Prices are subject to correction for error.
3. **PROGRESS PAYMENTS** USDD reserves the right to invoice Customer monthly for all materials delivered. Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, USDD shall be entitled to suspend further shipments, shall be entitled to interest at the annual rate of 18%, and also to avail itself of any other legal remedies. Customer agrees that it will pay and/or reimburse USDD for any and all reasonable attorneys' fees and costs which are incurred by USDD in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any order resulting from this proposal is subject to cancellation or instructions to suspend work by the Customer only upon agreement to pay USDD for all work in progress and all inventoried or ordered project parts and materials, and all other costs incurred by USDD related to the contract.
5. **TAXES** All taxes of any kind levied by any federal, state, municipal or other governmental authority, which tax USDD is required to collect or pay with respect to the production, sale, or delivery of products sold to Customer shall be the responsibility of Customer. Customer agrees to pay all such taxes and further agrees to reimburse USDD for any such payments made by USDD.
6. **LOSS, DAMAGE OR DELAY** USDD shall not be liable for any loss, damage, or delay occasioned by any causes beyond USDD's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL USDD BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY:** USDD warrants and guarantees its products for 12 months from the day of shipment to Customer (the "Warranty Period"), subject to the terms and limitations set forth herein. The Customer's rights and remedies with respect to a product found to be defective in material or workmanship shall be limited exclusively to the rights and remedies set forth herein.

7.1 PRODUCT DEFECTS. If a product is defective and a valid claim is made within the Warranty Period, at its option, USDD will either (1) repair the defective product at no charge, using new parts or parts equivalent to new in performance and reliability or (2) exchange the product with a product that is new or equivalent to new in performance and reliability and is at least functionally equivalent to the original product. Any replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by USDD, shall remain under warranty during the Warranty Period or for 90 days from the date of repair, whichever is later. When a product or part is exchanged, any replacement item becomes the Customer's property and the replaced item becomes the property of USDD. Customer shall be responsible for and bear all risks and costs of shipping any products to USDD for repair. USDD shall be responsible for and bear all risks and costs of returning any product to Customer after repair or replacement. Replacement products will be returned to Customer configured as it was when the product was originally purchased, subject to applicable updates.

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

7.3 EXCLUSIONS AND LIMITATIONS. USDD does not warrant that the operation of its product or any related peripherals will be uninterrupted or error-free. USDD is not responsible for damage arising from Customer's failure to follow instructions relating to the product's use. This Warranty does not apply to any Hardware or Software (as defined below) not used for its intended purpose. This Warranty does not apply to monitors or televisions manufactured by third parties. Repair or replacement of such components shall be subject exclusively to the manufacturer's warranty, if any. Recovery and reinstallation of Hardware and user data (including passwords) are not covered under this Warranty. This Warranty does not apply: (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) to damage caused by use with non-USDD products; (d) to damage caused by accident, abuse, misuse, flood, lightning, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by USDD; (f) to damage or failure caused by installation or service (including upgrades and expansions) performed by anyone who is not a representative of USDD or a USDD authorized installer or service provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of USDD; or (h) if any serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, USDD SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. If USDD cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such warranties shall be limited in duration to the duration of this express Warranty and to repair or replacement service as determined by USDD in its sole discretion. 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, USDD IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL 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. USDD 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 USDD PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. USDD disclaims any representation that it will be able to repair any product under this Warranty or make a product exchange without risk to or loss of the programs or data stored thereon.

8. **SERVICE AGREEMENT.** The Product being purchased hereunder is not subject to any post warranty service agreement or maintenance program unless specifically contracted for between USDD and Customer. USDD offers a comprehensive post warranty Service Agreement at additional cost. Customer should contact USDD regarding its Service Agreement and costs associated therewith.
9. **INTELLECTUAL PROPERTY:** Customer hereby agrees and acknowledges that USDD owns all rights, title, and interest in and to the Intellectual Property (as defined below). Customer agrees to not 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 USDD's Product (as defined below). Nothing herein shall be deemed to give, transfer, or convey to Customer any rights in the Intellectual Property other than the License, as set forth below.
 - 9.1 **LICENSE:** At all times that Customer is in compliance with the terms of this Agreement and all other agreements between the parties, Customer shall have a non-exclusive, non-transferable, fully paid license to use the Software, but only in conjunction with the Hardware provided by USDD and only in conjunction with Customer's fire station alerting system pursuant to the terms of this Agreement.
 - 9.2 **DEFINITIONS:** For purposes of this Section the following terms shall have the following definitions:
 - 9.2.1 "Intellectual Property " means any and all rights of USDD related to USDD's Product 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;
 - 9.2.2 "USDD's Product" means any and all Hardware and Software provided to Customer by USDD under this Agreement or any other contract, purchase order, or arrangement;
 - 9.2.3 "Hardware" means a physically tangible electro-mechanical system or sub-system and associated documentation but specifically excludes any televisions or monitors manufactured by a third party; and
 - 9.2.4 "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 under this Agreement.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona.
11. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and USDD when accepted in writing by the Customer. Without limiting the foregoing, issuance by Customer of a purchase order to USDD for any of the goods or services herein described shall constitute acceptance. Any such acceptance shall be with the mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order. No waiver, alteration, or modification of these terms and conditions shall be binding unless in writing and signed by an authorized representative of USDD.
12. **THIS QUOTE SUBJECT TO REVIEW FOR ERRORS AND OMISSIONS.**