



# City of San Diego PURCHASE ORDER

**PO No. 4500103892**

**Date:** 08/23/2018 **Page 1 of 3**

<b>Ship To:</b> City of San Diego Billing Contact for Delivery Address 92101	<b>Bill To:</b> OFFICE OF HOMELAND SECURITY 1200 THIRD AVENUE, STE 1700, MS501B SAN DIEGO CA 92101	<b>Billing Contact:</b> Olivia Tyson  <b>Telephone:</b>  <b>E-Mail:</b> OTYSON@SANDIEGO.GOV
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<b>Vendor:</b> AERYON LABS INC. 575 KUMPF DRIVE WATERLOO ON N2V 1K3 CANADA  <b>Vendor ID:</b> 10040932 <b>Telephone:</b> 312-318-6649 <b>E-Mail:</b> JFeigl@aeryon.com	<b>Terms:</b> within 30 days Due net  <b>Delivery Terms:</b> FOB Destination  <b>Buyer:</b> Katrina McDonald <b>Telephone:</b> 619 236-6038 <b>E-Mail:</b> KMMcDonald@sandiego.gov
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Line #	Serv #	Item ID/Description Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc UoM Conv Factor	Extended Price
1		<b>Aeryon SkyRanger 915 Mhz</b>  BNDL-PS-004-915/ Aeryon SkyRanger (915 Mhz).  Approved by Sole Source #3989 and HR Contracting Out form HRC9977 for training  Compliance with 2 CFR Appendix II Part 200. The parties agree to comply with any applicable sections of 2 CFR Appendix II Part 200 relating to required contract provisions for federal awards. Any applicable sections are incorporated into this Agreement by reference.  UASI 17/ Project C - CBRNE \$156,298.00  List of items included w/ no price indicated on the quote. (2) P4D-MAPPER-WSYSTEM/ Aeryon SkyRanger Mapping Edition Upgrade (Pix4D) (2) CAM-107/E/IR Mk II 19mm TAU 2 VISION ON (2) HDZoom30 (QX30U) (2) ALF-001/ AeryonLive Fleet Management-Prepaid Annual Plan (1) TRAIN-002SITE/Aeryon 3-Day On-Site Training Session (2) ASR-1YR/Technical Support	06/30/2019	2 EA	54999.00 EA	USD 109,998.00
****		Item completely delivered				
2		<b>SkyRanger Air Bundle Add On</b>  AIR-001-ADD Item completely delivered	06/30/2019	1 EA	8000.00 EA	USD 8,000.00
****		Item completely delivered				
3		<b>SkyRanger Spare Arms Kit</b>  ASR-007 Item completely delivered	06/30/2019	1 EA	5400.00 EA	USD 5,400.00
****		Item completely delivered				
4		<b>Upgrade CAM-104-STAB to CAM-104</b>  CAM-104-UPG1	06/30/2019	2 EA	4000.00 EA	USD 8,000.00

The Terms and Conditions of this Purchase Order are available at <http://www.sandiego.gov/purchasing/vendor>

**IMPORTANT!**

To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to **Billing** Contact person at **Bill-To** address listed above

SEE LAST PAGE  
FOR TOTAL



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****		Item completely delivered				
5		<b>Aeryon Joystick Controller</b> ASR-006	06/30/2019	2 EA	4000.00 EA	USD 8,000.00
****		Item completely delivered				
6		<b>3 Modern GoBox</b>	06/30/2019	1 EA	16500.00 EA	USD 16,500.00
****		Item completely delivered				
<b>Notes:</b>	<p>1) Added to the warranty section:</p> <p>The Contractor warrants to the purchaser that all products, including equipment, hardware and software, purchased from the Contractor will be free of defect for one (1) year from the date of delivery. The Contractor's sole obligation under this warranty is to repair or replace any component or product proven to be defective in materials or workmanship during the warranty period. Any defective product that is replaced shall become the sole property of the Contractor. This warranty is limited exclusively to the component or product proven to be defective and will not extend to any other component or product that may be damaged while being used in conjunction with the defective product. This warranty does not apply to any article not in its original condition or which Contractor determines has been, by Customer or otherwise, subjected to operating and/or environmental conditions in excess of the maximum values established, mishandling, misuse, neglect, improper installation, unauthorized testing, unauthorized repair, alterations, damage, assembly or processing that alters physical or electrical properties. Repairs may only be made using Contractor-authorized service and only with genuine Contractor replacement parts. In the event that any component or product becomes damaged due to misuse or in the event of a crash the warranty extended to the component or product will become void and inactive. This warranty extends to City only. This warranty is in lien of all other warranties, conditions or representation whatsoever, whether express, implied or statutory, including warranties of merchantability or fitness, all of which are hereby expressly excluded.</p> <p>2) We are adding the following section titled "Intellectual Property":</p> <p>All right, title and interest (including but not limited to copyright and trade secrets) in the Goods and documentation, and all derivative works and translations thereof, shall be exclusively owned by Contractor or its suppliers as applicable. City shall not modify the Goods or documentation unless expressly authorized to do so by Contractor in writing. Contractor reserves all right, title and interest in the Goods and documentation. City will not attempt to reverse engineer the Goods. Nothing herein shall be construed as granting an implied license or a license by Contractor or otherwise for any of Contractor's intellectual property.</p> <p>Contractor grants to City a limited, non-exclusive, non-transferable, revocable license to use the software and related documentation provided by Contractor to City. City acknowledges that the licensed software is the exclusive property of Contractor and that it contains proprietary,</p>					

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Line #	Item ID/Description Serv# Service Description	Del.Date	Quantity/Ord UoM	Unit Price/Prc Uom Conv Factor	Extended Price
	<p>confidential information and trade secrets of Contractor and that City agrees that City's right to use the licensed software is only as set out in this agreement. The licensed software is licensed to City by Contractor and not sold, assigned or transferred and Contractor shall retain at all time the ownership title, rights, trademarks and copyrights in and to the licensed software. This agreement does not grant the City any intellectual property rights in the licensed software. City shall be responsible for the use, supervision, management and control of the licensed software and shall adopt reasonable methods to prevent unapproved copying of the licensed software and notify Contractor immediately upon discovery of any unauthorized use, copying or distribution of the licensed software.</p> <p>3) We are adding the following section titled "Compliance with Laws":</p> <p>City is responsible to ensure that the Goods are operated in a manner that conforms to all Applicable Laws and regulations, including local civil aviation regulations.</p> <p>4) We are adding the following section titled "Limitation of Liability":</p> <p>Under no circumstances, except for in cases of gross negligence on behalf of Contractor, will Contractor be liable in contract or otherwise for any incidental, consequential, indirect, or special damages, expense or injury sustained from or in connection with the sale, installation, use, service or failure of any Goods sold hereunder, or any defect therein, or from any other cause notwithstanding any other provision or language in this agreement to the contrary. In no event shall Contractor's total liability under this agreement (including breach of contract actions or action arising in tort) exceed the amounts payable to the Contractor by the City under the accompanying Purchase Order except for in cases of gross negligence on behalf of Contractor.</p>				
The Terms and Conditions of this Purchase Order are available at <a href="http://www.sandiego.gov/purchasing/vendor">http://www.sandiego.gov/purchasing/vendor</a>				Line Item Total \$	155,898.00
<b>IMPORTANT!</b>				Tax \$	0.00
To ensure prompt payments, PO # must appear on all shipments and invoices; all invoices must be directed to <i>Billing</i> Contact person at <i>Bill-To</i> address listed above				<b>PO Total \$</b>	<b>155,898.00</b>