



9772 Whithorn Drive  
Houston, TX 77095  
(800) 708-6423

## MAINTENANCE CONTRACT

VISTA COM and the undersigned Customer hereby agree that VISTA COM shall perform onsite maintenance service for the Customer on the following equipment at the location designated, as provided in the Agreement.

### 1. Equipment Location

- a. Company Name: Montague County Sheriff's Office
- b. Address: 100 North Grand St.
- c. City/State/Zip: Montague, Texas 76251
- d. Phone Number: (940) 894-2871

### 2. Warranted Equipment

- a. Eventide VR-725 Series Recorder with blank front panel, Dual Mirrored Hard Drive with 41,250 hours of storage, One 9.4GB DVD Drive, Dual Hot Swappable Power Supplies and Fans
- b. 16 Channel Analog Card
- c. MediaWorks/MediaAgent-4 licenses each

### 3. Terms of Agreement –

- a. Initial Term: This agreement shall be for a term of (12) months beginning on the Month 03 Day 01 Year 2015.
- b. Maintenance Agreements Only (after 1<sup>st</sup> year warranty) – Periods after the initial product warranty are serviced through extended maintenance programs. Terms are subject to signed and agreed dates. Maintenance agreements will automatically renew for a like term for up to four additional renewal terms, unless either party hereto notifies the other party hereto otherwise, in writing thirty (30) days prior to the termination of the preceding term. Each term will incur a slight increase due to the aging and wear of the product.
- c. Vista Com will provide component coverage and software support where physically and technically possible as per the manufacturers guidance. In the event of an issue creating a void in support due to the lack of industry components, Vista Com spares, or obsolete software, Vista Com will notify the customer immediately upon determination for resolution. Vista Com at all times will exercise good faith attempt at resolving all issues. Should a covered system no longer be commercially available during the maintenance coverage term, Vista Com will provide like or better replacement to the customer at no charge until such time the obsolete materials can be repaired.

### 4. Charges for Services--Please check the following payment method you prefer

- a.  MONTHLY: The Customer shall be billed by VISTA COM on the first of each month a fee of \$0 for each month the Agreement is in effect, beginning with the date of execution of the Agreement. The Customer shall also pay all state and local sales, use and excise taxes, directly or indirectly levied, based on the fees paid hereunder. The Customer agrees to pay VISTA COM any increased fees based on additions or changes in the above equipment requested by the Customer. VISTA COM may refuse to render service except on a CASH basis if the Customer is not current on all payments required under this Agreement.
- b.  ANNUAL:



9772 Whithorn Drive  
Houston, TX 77095  
(800) 708-6423

Year 1:	\$2,946.00
Year 2:	\$3,130.00
Year 3:	\$3,314.00
Year 4:	\$3,498.00
Year 5:	\$3,682.00

5. Service by VISTA COM – While this Agreement is in force and effect, VISTA COM will perform the following services.
- a. 8:00 AM-5:00 PM 1-800-Technical support line
  - b. All replacement parts and labor

VISTA COM agrees to maintain the above equipment in good working condition during the term of the Agreement. There will be no charge to the Customer by VISTA COM for parts, labor or technical support except as provided in this Agreement.

6. Exclusions - The maintenance / service Agreement does not extend to any equipment that has been:
- a. Subjected to misuse, neglect or abuse
  - b. Repaired, altered or installed by anyone other than a designee of VISTA COM for the duration of the contract
  - c. Equipment altered by fire, water, war, riot, sabotage, explosion, acts of God or any similar or dissimilar cause beyond VISTA COM's control. Repairs shall be paid for by the Customer at VISTA COM's prevailing rates for similar service or equipment.

Where service events are excluded from warranty or maintenance due to the reasons above, the customer may be subjected to a \$225 per hour fee for service, minimum \$450 per event.

7. Remote Diagnostics – Customer agrees to provide a method for Vista Com service personnel to access the recording equipment remotely in order to adhere to stated service level response. Remote connection can be accomplished in one of the following suggested methods
- a. Dial-Up Modem – customer will furnish a standard POTS telephone line connected to a Vista Com furnished modem
  - b. Internet Access – customer will provide access to the recorder via an Internet connection
  - c. Supervised, Non-Supervised – at the customer's discretion, the linkage to Vista Com service personnel can be connected at time of need as opposed to full time

8. Service Level Agreement – Vista Com will respond to service events depending upon service level need.

**Service Level 1:**

A production Product is unusable, is causing data loss/corruption, or fails catastrophically in response to internal error or user error (e.g., unable to record or archive on a significant number of channels).

**Service Level 2:**

Important Product features do not function in accordance with the Documentation (e.g., unable to playback).



9772 Whithorn Drive  
Houston, TX 77095  
(800) 708-6423

**Service Level 3:**

Minor impact to a Product that restricts use of features and functionality of the Product; any how-to/help requests; any Documentation error; non-critical activity log messages.

**Response Time:**

Item	Service Level	
Hours of Coverage	Service Level 1	Monday-Friday 8:00 AM to 5:00 PM Central)
	Service Levels 2 & 3	Monday-Friday 8:00 AM to 5:00 PM Central)
Phone Response Time	Service Level 1	1 hour
	Service Level 2	2 business hours
	Service Level 3	4 business hours
Delivery Time for Replacement Parts/Onsite timeframe	Service Level 1	Next day
	Service Level 2	Next business day
	Service Level 3	3 business days

Holidays are as defined by Vista Com and encompass typical US business holidays and are subject to change without notice. Holidays typically observed by Vista Com include:

- o New Year's, Martin Luther King Jr. Day
- o Presidents' Day
- o Memorial Day
- o Independence Day
- o Labor Day
- o Thanksgiving
- o Day after Thanksgiving
- o Christmas Day

Depending on specific days on which holidays fall Christmas Eve, New Years Eve or the day after Christmas, day after New Years may be observed. In the execution of this plan Vista Com will use commercially reasonable efforts to provide Customer with telephone and on-site Support Services for, or arrange for the support of the Product in accordance with this plan.

9. Jurisdiction

This Agreement shall be governed by the laws of the State of Texas. This presiding entity shall have exclusive venue in all matters concerning this Agreement.

10. Entire Agreement

Initials: Customer \_\_\_\_\_  
Vista Com \_\_\_\_\_



9772 Whithorn Drive  
Houston, TX 77095  
(800) 708-6423

This writing constitutes the entire Agreement between the parties. This Agreement may be waived, amended or supplemented only in writing executed jointly by VISTA COM and the Customer.

CUSTOMER

VISTA COM

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Typed Name: Russell Young

Title: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Date: \_\_\_\_\_