



9-1-2015  
Montague Co. SO

Dear Jessica,

It's hard to believe it has been 5 years since we installed your Eventide call recorder. A lot has changed since then. Next Gen 9-1-1 is coming and Eventide launched a new recorder a few years ago to enable PSAPs to record their video, text and SIP phones. Your current recorder is getting old and unfortunately is not NG 9-1-1 capable. It is a solid recorder but moving to the new platform get you many new benefits like,

- MediaWorks Plus browser based access (IE, Chrome or Firefox).
- NG9-1-1 Ready! W/Integration, you can capture SMS Text & Multimedia to 911 calls.
- Redaction – Create copies of calls with sensitive information removed.
- Bookmarking – Searchable bookmarks in a call to speed up retrieval.
- Ability to add notes and attachments (like photos & reports) to a created incident.
- WordFactor speech analytics word search included.
- Instant Recall, Live Monitoring, Incident Reconstruction & Reports.

The factory still supports your recorder but we are working with our customers to try to transition them to the new recorder. As the recorder ages the yearly support increases as well. Vista Com has enjoyed our relationship over the years and we know how hard it is to budget and fund for equipment. I have worked within our company to try to do what I can do to hopefully transition you to a new recorder. I would like to propose a five year plan to immediately upgrade your recorder to Eventide's NexLog recorder. Here's what I propose,

- Upgrade your current Eventide to the new Nexlog NG740 server.
- Include monitor, keyboard & mouse.
- Transfer your existing recordings to the new server for access to old recordings.
- Transfer existing interface cards (analog or digital) to the new box.
- Include MediaWorks Plus browser based access (IE, Chrome or Firefox).
- Includes Installation and On-Site training for your staff.
- 24x7 Maintenance on everything (On-Site, Remote, Web Chat & Tel. Help Desk).

In order for this to work we kindly ask that you pay \$2995 per year which includes all support and parts just as it has in the past, however we will required a five year contracted commitment.

We can add NENA Standard 9-1-1 ANI/ALI Integration but would increase the year fee by \$500. Also, we can add a network attached storage device for another \$200 per year.

Any maintenance you have currently paid in the middle of the period will be prorated off of the initial yearly fee.

Once again, thank you for your continued support. If you have any questions, or if I can be of any assistance, don't hesitate to call!

*Sean Miller*

Sean Miller, Regional Sales Manager  
800-708-6423, Ext.211  
visit our website: [www.vistacom.com](http://www.vistacom.com)





www.vistacomtx.com

9772 Whithorn Drive  
Houston, Texas 77095

4200 Perimeter Center Drive, Suite 140  
Oklahoma City, Oklahoma 73112

### Equipment Sales and Service Contract

This agreement is entered into by Vista Com (a DBA of DigitalMarkets, Inc.) and:

**Company:** Montague County Sheriff's Department  
100 North Grand St.  
PO Box 127  
Montague, TX 76251-0127

Vista Com agrees to sell to Montague County Sheriff's Department (the Company) the following equipment and services for the prices and in accordance with the terms and conditions set forth:

**Solution Configuration** Continuous recording 16 analog ports  
One Eventide NexLog 740. The recorder will utilize existing analog capture card and existing Eventide licensing from current VR725 with full warranty coverage. Hardware consist of new:  
Eventide NexLog 740 - new  
Existing 16 channel analog capture card in Montague VR725  
8 Concurrent users of MediaWorks Plus browser playback  
CyberPower UPS - new

**Proposed Terms:**

Five (5) year annual term of \$2995 per year with prorated credit for coverage beginning Nov 1, 2015 through Oct 31st, 2020.

Year One Nov 1 <sup>st</sup> , 2015 – Oct 31 <sup>st</sup> , 2016	\$1952(includes 4 months unused 2015)
Year Two Nov 1 <sup>st</sup> , 2016 – Oct 31 <sup>st</sup> , 2017	\$2995
Year Three Nov 1 <sup>st</sup> , 2016 – Oct 31 <sup>st</sup> , 2018	\$2995
Year Four Nov 1 <sup>st</sup> , 2018 – Oct 31 <sup>st</sup> , 2019	\$2995
Year Five Nov 1 <sup>st</sup> , 2019 – Oct 31 <sup>st</sup> , 2020	\$2995

**Installation** – Vista Com will schedule the installation as one event over the duration identified by the joint site preparation plan. The Company will ensure all dependencies such as network connections, phone terminations, resource scheduling are completed prior to the agreed upon installation dates. The point at which the Company establishes connection from all existing equipment that is to be recorded is referred to the demarcation point.

The Company shall provide all connections, network linkages, terminations, and telephone loops to the demarcation point.

Vista Com shall provide complete installation of the above equipment including all parts, labor, cables, connectors and other necessary hardware from the demarcation point to the recorder. The demarcation point shall be located in the same room/cubicle as the recorder.

**Warranty** – is for a period of 60 months beginning immediately upon installation and shall include all parts, labor, software onsite and remote.



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**Project Management** – upon acceptance of this contract, Vista Com will consult with The Company as to installation in a process known as site preparation. Site preparation can combine both remote and on-site visits with the purpose of determining installation requirements and responsibilities of the equipment. The Company will make available a single point of contact for scheduling purposes but should have available all necessary IT and/or phone equipment engineers that can define The Company connection to demarcation.

After the site preparation meeting Vista Com will provide The Company an installation proposal and timeline in a project scheduling format listing dependencies and predecessors. Upon acceptance of the project plan Vista Com will schedule the necessary resources for the agreed upon installation date.

**Training:** After successful installation of the equipment and accumulations of calls on the equipment's storage (at least 2 business days), Vista Com will train at least two individuals as a system administrator and trainer (SAT). Upon completion of the SAT training, Vista Com will provide user training (the people who will actually access the system) for individuals identified by the Company, including providing sufficient documentation to support such user training. Training duration can be from one to two days, but can sometimes be reduced or increased based upon The Company's need.

**Service:** Vista Com will perform the following services.

- a) Unlimited 24 Hour 1-800-technical support line
- b) All replacement parts on site labor with on site labor between the hours of 8:00 AM and 5:00 PM, Monday through Friday or any other period as desired by customer in emergency situations.
- c) All software upgrades issued by the manufacturer for the equipment that does not add features or additional functionality to the system

Vista Com will indemnify, defend and hold harmless the Company and its direct or indirect parents, subsidiaries, affiliates, including without limitation their officers, directors, employees and agents ("Company Indemnities") from and against all causes of action, disputes, damages, costs, interest, penalties, liabilities and attorneys' fees of any kind arising Vista Com access to the Equipment, on site, that any Company Indemnity may include as a result of or arising out of willful or negligent acts or omissions of Vista Com or its personnel or agents, including any action for infringement of intellectual property right of the Equipment or Services.

**Expired warranty and periods without maintenance contracts** – if equipment is no longer within the warranty nor under a purchased maintenance contract Vista Com will charge \$225.00/hour or prevailing rate for services with a minimum 2 hours per event. Any repair parts or supplies will not be the responsibility of the customer.

The warranty expressed by this Agreement does not extend to any Equipment subsequent to installation 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 this Agreement.
- 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 will be paid for by the customer at Vista Com's prevailing rates similar service or equipment.



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Customer will identify a primary and alternative contact for liaison, trouble reporting and handling between Vista Com and the Company

A 15% re-stocking fee will be charged to any contract that has been cancelled after equipment has been ordered.

**Company**

**Vista Com**

Name: Paul Cunningham

Name: Russell Young

Title: Sheriff

Title: President

Signature: *Paul Cunningham*

Signature: \_\_\_\_\_

Telephone: 940-894-2491

Telephone: (800) 708-6423, Ext. 203

Date: 11-09-15

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