

CLAY COUNTY SHERIFFS OFFICE QUOTE

Item	SKU	QTY
Analog Voice License	EQA001	2
16 Port Analog Card	EQLDA16	1

CLAY COUNTY SHERIFFS OFFICE INVESTMENT: \$3645.69

EQUATURE TERMS OF AGREEMENT

Customer Name: Clay County Sheriff's Office

Address: 215 W. Gilbert St, Henrietta TX 76365

Contract Number: 20240115-155508070

Equature (hereunder referred to as "PROVIDER"), upon acceptance of this Agreement by an authorized officer of its corporation, agrees to furnish to the above-designated entity (hereinafter referred to as "CUSTOMER") under the terms and conditions contained herein, maintenance and service on the listed equipment.

I. Terms of Agreement

The PROVIDER agrees to provide turn-key services as outlined in the Scope of Work, including all required hardware, software, maintenance, support, warranty and monitoring to the CUSTOMER for a period of five (5) years starting upon date of acceptance (Effective Date).

II. PAYMENT TERMS

- a) Payment shall be due within [30] days of the invoice date provided by the PROVIDER.
- b) CUSTOMER agrees to pay the amount of \$3645.69 due in full 30 days upon contract acceptance.
- c) The term of this Agreement shall be for five (5) years from the Effective Date.

III. Maintenance Agreement Charge

- a) This Maintenance Agreement charge is payable in advance at the beginning of each term. The Agreement price shall remain fixed during the initial period (5 years).
- b) Charges include unlimited calls for remote support, available 24 X7, with a 4-hour response time, Equature software updates, remote access, remote alerts, all parts, and labor not excluded in section c or d.
- c) Charges do not include consumable, expendable, supply items, such as, CD disks, or External Archive Drives. The use of supplies other than those recommended by PROVIDER may cause adverse equipment performance. Maintenance required to correct inadequate performance or equipment malfunctions caused by inferior supplies shall be charged to the CUSTOMER at the current hourly maintenance rates.
- d) Charges do not include labor costs, installation charges, or equipment costs associated with system upgrades or changes to the PROVIDER configured system recommended or mandated by either party. Any changes to the PROVIDER configured systems, whether initiated by the CUSTOMER or third parties not authorized by PROVIDER and resulting in a malfunction, will be addressed by PROVIDER on a time and material basis. Additionally, onsite support configurations for changes made by the CUSTOMER or third parties not authorized by PROVIDER will incur charges on a time and material basis. Any malfunctions

- caused by the CUSTOMER, or third parties not authorized by PROVIDER will also be subject to charges on a time and material basis.
- d) The Provider is not responsible for any data loss that is caused by factors outside of its control, including but not limited to:
 - i. Acts of God, such as natural disasters, terrorist attacks, or war.
 - ii. Malicious attacks, such as hacking, ransomware, or data breaches.
 - iii. Technical problems, such as hardware failures or software errors caused by power outages or user error.
 - e) The PROVIDER is not responsible for Microsoft Windows hot fixes, updates, and service packs. The PROVIDER is not responsible for anti-virus, anti-malware, and anti-spyware software. If the CUSTOMER encounters a virus the PROVIDER may assist at a cost and at the PROVIDERS discretion.
 - f) All invoices are due and payable Net30.
 - g) Failure to renew this agreement will result in the customer forfeiting their priority support status. All service and support activities will transition to a time and materials-based billing structure at the PROVIDER's prevailing hourly rates. Prior to initiating any analysis, troubleshooting, training, or other activities directly related to the PROVIDER's platform, the PROVIDER will require the customer to issue a purchase order based on the PROVIDER's estimate.
 - i. Time and materials-based support requests will be addressed on a first-come, first-served basis, with priority accorded to partners with active maintenance agreements.

IV. Maintenance of Equipment

PROVIDER will furnish maintenance, technical support, and service for the recording system per the terms herein.

- a) Support Coverage: Support includes hardware, software, interfaces, and any custom integrations that were explicitly agreed to by PROVIDER as part of the original scope of work. Support does not extend to any custom integrations developed separately from the original agreement.
- b) Technical Support: PROVIDER will provide 24/7/365 technical support by phone at 888-305-3428 or email at support@equature.com. Upon notification of an equipment malfunction from the CUSTOMER, PROVIDER will assign a service technician to make necessary repairs. The customer shall permit the service technician free access to the equipment while making the repair, including relevant password for normal system use. Remote troubleshooting will be attempted first to resolve any issues. If unsuccessful, onsite support can be dispatched as needed. Any malfunctions caused by the CUSTOMER, or third parties not authorized by PROVIDER will be subject to charges on a time and material basis.
- c) Monitoring and Alerts: PROVIDER monitors the system in real-time from the PROVIDER Network Operations Centers and responds to alerts based on severity level. Critical failures are addressed immediately, high priority failures by the next business day, and standard failures within 2 business days.
- d) Maintenance Process: Issues are reported by CUSTOMER via phone or email and assigned a severity level by PROVIDER based on impact. PROVIDER troubleshoots issues, escalating

to engineering or vendors as needed. Status updates are communicated throughout. Onsite visits are scheduled if required.

- e) Escalation: If PROVIDER support personnel are unable to diagnose and resolve the issue within a reasonable time, PROVIDER will escalate the Issue to its Engineering Department, or to the appropriate Vendor as determined by the nature of the Issue.

V. Excusable Delays / Force Majeure

PROVIDER shall not be liable or deemed in default for any delay or failure in performance under this Agreement or interruption of service resulting directly from acts of God, acts of government, war or national emergence, accident, fires, riots, strikes, labor disputes, action or inaction where action is required by the CUSTOMER, damage to or delay of equipment in route, or for any indirect or consequential damage for any delay or failure or performance under this Agreement.

VI. Default

In the event CUSTOMER fails to make the maintenance payment as herein provided or fails to observe or perform any term or conditions hereof, and such default shall continue for a period of thirty (30) days after PROVIDER shall have given written notice thereof, then PROVIDER may, at its option, and in addition and without prejudice to any other remedies, declare the entire amount of unpaid charges immediately due and payable, and/or terminate this Agreement.

VII. Termination

- a) Early termination by the CUSTOMER before the completion of the full 5-year term will not result in a refund, except in the case of a material breach by the PROVIDER.
- b) Either party may terminate this Agreement due to a material breach by the other party by following the procedures outlined in the Material Breach clause of this Agreement.

VIII. Transfer of Maintenance Service

If CUSTOMER relocates the equipment from the site shown herein, it shall be at the sole option of the PROVIDER to continue to provide maintenance under this Agreement, and this may result in additional cost to CUSTOMER. CUSTOMER should arrange for continuing maintenance with PROVIDER prior to relocation of equipment.

IX. Assignment

This Agreement may not be assigned, transferred, sublet, or pledged by the CUSTOMER without prior written consent of an authorized officer of the PROVIDER Corporation. However, this agreement may be assigned to an entity controlling, controlled by, or under common control with customer or any successor by merger.

X. Warranty

- a) The PROVIDER warrants that all hardware and software provided shall be free from defects in material and workmanship for the entire duration of this agreement.

- b) The PROVIDER shall promptly replace or repair any defective hardware or software at no additional cost to the Client during the warranty period.

XI. Material Breach Clause

In the event of a material breach of this Agreement by either party, the non-breaching party shall have the right to terminate this Agreement with immediate effect. A material breach shall be deemed to have occurred if any of the following events take place:

- a) Failure to Make Payments: The CUSTOMER fails to make any payment due under this Agreement, and such failure continues for a period of [90] days after receiving written notice from the PROVIDER.
- b) Non-Compliance with Terms: Either party fails to fulfil any material obligation or condition stipulated in this Agreement, and such failure continues for a period of [90] days after receiving written notice from the other party.
- c) Unauthorized Disclosure: Any unauthorized disclosure of confidential information by either party or its employees, agents, or representatives, which results in significant harm or damage to the other party.
- d) Substantial Impairment: Any act or omission that substantially impairs the rights or interests of the other party or prevents the fulfillment of the essential purpose of this Agreement.
- e) Violation of Laws or Regulations: Either party engages in any unlawful, fraudulent, or unethical activities that are in direct violation of applicable laws or regulations, and such violation has a material adverse effect on the other party.
- f) Breach of Warranty: The PROVIDER fails to remedy any defects in hardware or software provided under this Agreement, as stipulated in the warranty section, within a reasonable time after receiving written notice from the CUSTOMER.

Notice of Breach:

In the event of a material breach, the non-breaching party shall provide written notice to the breaching party specifying the nature of the breach and providing a reasonable opportunity for the breaching party to cure the breach. The breaching party shall have a period of [90] days from the receipt of the notice to remedy the breach.

Termination:

If the material breach is not cured within the specified cure period or if the breach is of such a nature that it cannot be reasonably cured, the non-breaching party shall have the right to terminate this Agreement immediately by providing written notice to the breaching party.

Effect of Termination:

Upon termination due to a material breach, the non-breaching party shall be relieved of any further obligations under this Agreement, except for any rights or remedies that have already accrued. The breaching party shall be liable for any damages incurred by the non-breaching party as a result of the material breach.

No Waiver:



Equature
18311 W. 10 Mile Road
Southfield, MI 48075

The failure of either party to enforce any provision of this Agreement at any time shall not be deemed a waiver of that provision or any other provision, nor shall it be deemed a waiver of the right to enforce such provision in the future.

XII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas exclusive of its conflicts of law provisions.

XIII. Survival of Obligations

All obligations accrued but unfulfilled prior to expiration or termination of this Agreement shall survive.

XIV. Entire Agreement

This document and the documents incorporated herein constitute the entire Agreement between the CUSTOMER and PROVIDER. This Agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to PROVIDER service.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

PROVIDER:

CUSTOMER:

Dictation Sales & Service dba Equature
18311 W. 10 Mile Rd.
Southfield, MI 48075

Clay County Sheriff's Office
215 W. Gilbert St,
Henrietta TX 76365

Signature: *Kyle C*

Signature: *Sid K. Horton*

Printed Name: Kyle Colburn

Printed Name: Sidney K. Horton

Title: Public Safety Specialist

Title: Sheriff

Date: 1-29-2024

Date: 01/26/2024