



9772 Withorn Drive.  
Houston, TX 77095  
(800) 708-8423

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: Wise County Sheriff Office
- b. Address: 200 Rook Ramsey Drive
- c. City/State/Zip: Decatur, Texas 76234
- d. Phone Number: (940) 627-5971

2. Warranted Equipment

- a. NexLog 740 base system: 3U rack-mount chassis, Standard set of two mirrored 1TB hard disk drives, RAID-1 appx. 167,000 hours of storage. Intel Core2 Quad CPU, Dual NiC, Dual hot-swap 120/240 VAC power supplies, one DVD-RAM drive, embedded Linux, NexLog base software, Web-based configuration manager, Touch Screen Display, 4 Media Works & 4 Media Agent Licenses, Battery Back up
- b. 16 Licenses to record the EF Johnson Radios (VoIP)
- c. Screen Recording System License w/ 5 PC Licenses to capture text messages
- d. (2) 16 channel analog cards
- e. 24-Channel T1/PRI Passive Tap Card, 24 Channel Licenses

Serial number: 740001162

3. Terms of Agreement –

- a. Initial Term: This agreement shall be for a term of (12) months beginning on the Month 05 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

Initials: Customer  
Vista Com

DC  
RJ



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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. (X) ANNUAL:
  - > Year 1: \$4,656.00
  - > Year 2: \$4,966.00
  - > Year 3: \$5,277.00
  - > Year 4: \$5,587.00
  - > Year 5: \$5,898.00

5. Service by VISTA COM – While this Agreement is in force and effect, VISTA COM will perform the following services.

- a. 24 Hour 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).

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**Service Level 2:**

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

**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	7 x 24 including holidays
	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

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*JDC*  
*[Signature]*



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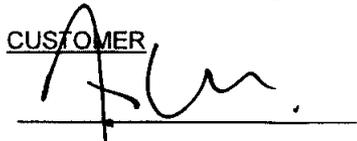
Depending on specific days on which holidays fall Christmas Eve, New Years Eve or the day after Christmas, day after New Years may be observed. In the execution of this plan Vista Com will use commercially reasonable efforts to provide Customer with telephone and on-site Support Services for, or arrange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

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.

	<u>CUSTOMER</u>		<u>VISTA COM</u>
Signed:	<u></u>	Signed:	<u></u>
Typed Name:	<u>JD Clark</u>	Typed Name:	<u>Russell Young</u>
Title:	<u>County Judge</u>	Title:	<u>President</u>
Date:	<u>3-14-16</u>	Date:	<u>3-9-16</u>

Initials: Customer JDc  
Vista Com Ry

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 DigitalMarkets, Inc. d/ba/ Vista Com  
 Houston, TX United States

Certificate Number:  
 2016-21775

Date Filed:  
 03/04/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Wise County

Date Acknowledged:

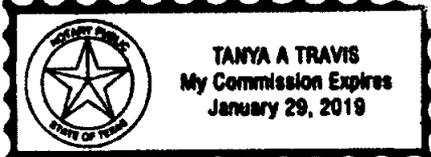
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
 740001162  
 Maintenance and Technical Support for Voice Recording System

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Wise County Sheriff's Office	Decatur, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*Russell Young*  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Russell Young, this the 8<sup>th</sup> day of March 20 16, to certify which, witness my hand and seal of office.

*Tanya A. Travis*      Tanya A. Travis      Operations Mgr  
 \_\_\_\_\_  
 Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath