



  
**MAINTENANCE, REPAIR, AND SUPPORT  
AGREEMENT**

This Maintenance, Repair, and Support Agreement "Agreement" is entered into by and between Justice AV Solutions "JAVS" and **Tom Green County Commissioner's Court** located in **San Angelo, Texas** "Customer" for the period of **June 1, 2016** extending through **May 31, 2017**.

WHEREAS, Customer is in possession of the JAVS recording system(s) more particularly identified in Attachment A "System(s)";

WHEREAS, JAVS will provide the following maintenance, repair, and support services so as to maximize the reliability of Customer's System(s) "Services";

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the parties hereby agree as follows:

**A. SERVICES**

1. **Tri-Annual Inspections.** JAVS will perform a tri-annual inspection, review of the operational test recordings and adjustments of each System for the JAVS built PCs/recorders, AutoLog software and equipment if scheduled time to access the room and equipment is provided by Customer during regular business hours. JAVS will provide user recommendations to Customer and a maintenance form detailing the status of each System which includes key system information and hard drive capacity of the JAVS built PCs/recorders.
2. **JAVS Provided Equipment.** JAVS will document and test each function/mode of the entire System(s) which includes the automatic audio and video mixer/switcher, control boxes, microphones, cameras, time and date generator, monitors, streaming servers, recorders, PA processors and speakers, private mode feed muting, playback/presentation, assisted listening devices and conferencing to ensure proper creation of the audio/video record and system operation.
3. **JAVS Built PCs/Recorders.** JAVS will inspect the system logs for errors, update the Windows Operating System, hardware drivers, specific programs related to the capture and playback of the recording, and will provide revisions to the installed JAVS software and to the JAVS recorders. A test of the JAVS supplied CD/DVD drive will be performed to ensure Customer can create off-line back-up recordings. Hardware or operating system malfunctions of the client-provided PC and/or client-managed network will be the responsibility of the Customer. In addition, JAVS will repair JAVS built PCs/recorders as long as parts are available.
4. **JAVS AutoLog Software.** A test of the JAVS software will be performed to ensure proper operation including scheduling, interfacing with the A/V mixer/switcher to activate system modes, starting and stopping of recordings/sessions, publishing, and playback of the recording.
5. **Help Desk Support.** In the event of a System(s) malfunction or questions about system operation, the Customer is encouraged to first contact the JAVS help desk by phone at 877-528-7457 or via email at [helpdesk@javs.com](mailto:helpdesk@javs.com) Monday-Friday 7:00am to 6:00pm EST. Outside of regular business hours, Customer may contact the local Safeguard Technician. Calls after 5:00pm local time will normally go to voicemail and be addressed at the beginning of the next business day. JAVS trained help desk staff provides immediate troubleshooting, training and diagnostics on common issues that can be resolved quickly. We also provide on-line PC support and training through your Internet connection. If the issue requires an on-

site technician for repair, our help desk will gather the necessary contact information including: Contact's name, phone number, city, room affected and a detailed description of the issue. The contact information is required for JAVS help desk to log/track the issue properly, assign a priority level and dispatch the appropriate technician for that location. Each of our technicians is equipped to train and customize the System(s) to your needs.

6. Response Times. In the event that an on-site repair is required to address a reported issue, a JAVS Safeguard Technician will schedule a visit during regular business hours. The response time is conditional to Customer's approved room and equipment availability and the severity of the issue, which is measured in four priority levels: Urgent, High, Normal and Supportive. Any variation from the timeframes referenced below will be discussed and mutually agreed upon by Customer and JAVS. For clarification, the priority levels are described in the table below:

| Priority Level    | Example  | Initial Response* | On-Site Response**  |
|-------------------|--|-------------------|---|
| <b>Urgent</b>     | Non-Recording System; inability to record audio; inability to record judge, witness or attorney microphone(s)  | 1 Business Hour   | 2 Business Days   |
| <b>High</b>       | Faulty monitor, camera, microphone (other than Urgent Level examples), or system mode not critical to recording; publishing; SDR; video conferencing | 2 Business Hours  | 3 Business Days   |
| <b>Normal</b>     | System adjustments to microphone or PA levels, camera views and user settings; CaseViewer software   | 4 Business Hours  | 5 Business Days   |
| <b>Supportive</b> | Operational training or minor/preferred hardware or software user adjustments  | 8 Business Hours  | Next scheduled maintenance or other higher level repair visit |

\*An "Initial Response" for the purposes of this Agreement is when a service ticket is opened and acknowledged by JAVS help desk or JAVS Safeguard Technician.

\*\*An "On-Site Response" for the purposes of this Agreement is the time from when JAVS help desk or JAVS Safeguard Technician logs the ticket and when the JAVS Safeguard Technician arrives to Customer's agreed upon appointment for the initial on-site repair.

7. On-Site Repair. During the process of an on-site repair, the JAVS Safeguard Technician will attempt to repair the faulty equipment dependent upon parts and courtroom availability. If the equipment is not repairable in the field, either a loaner unit will be installed until the original equipment is repaired and reinstalled or a permanent exchange will be put into service. If the failed equipment does not affect an urgent priority level repair, then a loaner will not be required. If products or parts are no longer supported by the original equipment manufacturer and deemed non-repairable, Customer will be responsible for the purchase of a replacement product or part. If the failed equipment is listed on the obsolete list per Attachment B, then JAVS will provide a quote to upgrade the affected product or part.

8. Modification of Operation. Occasionally a change of usage, operation or enhancement of operation is desired by Customer. JAVS will provide a quote for the changes or enhancements. A requested change or upgrade that is authorized by Customer and approved by JAVS, will be performed in accordance with agreed specifications. Customer will purchase any additional hardware as may be required; the newly purchased hardware will be covered by a one-year warranty period commencing with the completion of installation, but will not extend the existing Agreement. Following the warranty period, Customer will

have the option to add the new hardware to the Agreement at a prorated rate if applicable. **Maintenance Fee for following contract period will be calculated to include upgraded or added equipment, if applicable.**

9. Updates. At its option, JAVS may offer to include certain updates to the System(s) as part of this Agreement. The inclusion of updates, if any, will be for software revisions and minor hardware. This will assist JAVS to maintain a consistent level of engineering in every system and will promote compatibility among the System(s). Updates will not include major equipment changes, such as microphones, recorders, cameras, hard drives, or operating system. Updates will be performed with Customer's approval.

JAVS will provide minor revision software updates for AutoLog™ and other JAVS branded software. Software updates must be compatible with the hardware installed and with the permission of the Customer.

## **B. EXCLUSIONS**

Notwithstanding anything to the contrary elsewhere in this Agreement, JAVS shall have no responsibility and/or liability in regards to the following:

1. Normal wear and tear items such as Back-up UPS's, projector lamps, television picture tubes and plasma displays.\*
2. Consumable items such as batteries, CD's, DVD's, printer paper, and print cartridges.\*
3. Services, software, hardware, and Operating Systems that are no longer supported by a third party. \*\*
4. Upgrades of recording systems which would transition from VCR's to digital recording or major software version upgrades, such as AutoLog 5 to AutoLog 6 or Suite 7.
5. Vandalism (including inmate abuse), deliberate tampering with the System(s), intentional or unintentional damage caused by other contractors/staff, attempted repair and/or maintenance by any personnel not employed by JAVS. \*\*
6. Repair or replacement of any equipment in the event of damage due to negligence or other claims covered by Customer's insurance.\*\*
7. Customer-provided or non-JAVS certified equipment, hardware, and software. \*\*
8. Moving of equipment. \*\*
9. Customer requested on-site advanced training. \*\*
10. Repairs and/or service that requires reconfiguring JAVS equipment due to changes made by Customer's third party hardware, network, anti-virus settings, or any local IP provider connection (i.e. change of IP address or network configuration).\*\*
11. Lost records or data recovery due to equipment failure, computer viruses or Customer user error.
12. Shipping delays for repair, loaner or replacement parts and equipment.

\*Customer approval required for the purchase of a replacement part/product (no labor charge).

\*\*Customer approval required to perform services for the indicated Exclusions, which will be billed at current labor rates plus parts and expenses if applicable.

### **C. TERMS**

1. The effective date of this Agreement is **June 1, 2016** and will continue for a period of one year thereafter.

2. **Fees; Payments.** In consideration of JAVS provision of the Services, Customer pays a fixed fee of **\$ 4,400.00** "Fee" including any applicable state taxes. Payment of Fee will be made within 30 days from the date of invoice.

**Note: JAVS reserves the right to review and recalculate fees associated with the maintenance agreement and adjust accordingly. Changes in pricing of fees reflect added coverage for new/upgraded equipment and/or services. This review is performed annually and can affect your agreement fees for the next contract period.**

3. A fee of \$115.00 per hour (one hour minimum) will apply for each request for on-site service of Video Conferencing Systems (i.e. Sony PCS-11, Sony PCS-1, Polycom VSX, Polycom, HDX, Arraignment, etc.). The \$115.00 per hour fee commences when technician arrives on site. Parts and shipping charges will be invoiced as separate items. JAVS will not charge for travel time.

4. **Refunds.** Refunds of Fees payable hereunder will be limited to a pro-rated portion calculated per business day of the total amount paid for the Agreement in the event that an agreed response time is not met. The pro-rated portion of the Agreement Fees payable to Customer as a refund shall be limited to the number of days required to respond that are in excess of the agreed response period. No refund shall be payable for days that JAVS does not have access to the covered equipment. No refund shall exceed the value of the Agreement. A request for a pro-rated refund payable to Customer for a decommissioned System(s) must be received in writing.

### **D. NO WAIVER**

WHETHER BY CHOICE OR NEGLIGENCE JAVS FAILURE TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION HEREIN SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF JAVS RIGHT TO ENFORCE ANY TERM, EXCLUSION, OR LIMITATION CONTAINED IN THIS AGREEMENT.

### **E. LIMITATION OF LIABILITY**

JAVS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **F. DISPUTE RESOLUTION**

ANY CLAIM, DISPUTE, OR CONTROVERSY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS AGAINST JAVS arising from or relating to this Agreement, its interpretation, performance, or the breach,

termination or validity thereof, the relationships which result from this Agreement, including, to the full extent permitted by applicable law, limitations of liability, indemnity, and relationships with third parties, JAVS advertising, or any related purchase or service SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com/>, or via telephone at 800-474-2371).

ARBITRATION AND ALL RELATED PROCEEDINGS SHALL TAKE PLACE IN LOUISVILLE, JEFFERSON COUNTY, KENTUCKY. Further, the arbitration will be limited solely to the dispute or controversy between Customer and JAVS. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in a court of competent jurisdiction. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

**ACCEPTED BY CUSTOMER**

**Tom Green County Commissioner's Court**

Signature *Stephen C. Hsd.*  
Name Stephen C. Hsd.  
Title County Judge  
Date 8-30-16

**ACCEPTED BY JAVS**

**Justice AV Solutions**



Signature *Sharon Ramick*  
Name Sharon Ramick  
Title Contract Administrator  
Date May 25, 2016

**ACCEPTED BY CUSTOMER**

**Additional Court Representative**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Customer contact for scheduling of maintenance/repair**

Name *Justin Thornton*  
Title Director of IT  
Phone 325-482-8441  
Email Justin.Thornton@Co.Tom-green.TX.us



MAINTENANCE, REPAIR, AND SUPPORT AGREEMENT

TX San Angelo Tom Green County Commissioner's Court

| <u>Qty</u> | <u>Vendor Part #</u> | <u>Description</u>  |
|------------|----------------------|---|
|            |                      | <b>ACTUA RECORDING SYSTEM *** Service End of Life: 12/31/2016</b>   |
| 1          | JAV-ACTUAN           | "Actua" Audio Video Processor & Power Supply (NTSC) ***<br>-8 Audio, 4 Video Inputs<br>-8 A/V Outputs<br>-Multi-Channel Capable |
| 1          | JAV-85MIX            | "Actua" Multi-Track Mixer for Multi-Channel Recording   |
| 2          | JAV-UOIOSP           | "Actua" Universal Output Interface with Opsrey HD-15 Connector  |
| 1          | JAV-UOIRCA           | "Actua" Universal Output interface with Video and Stereo Audio on RCA Connectors<br>(for the Feed to the court's Projector)     |
| 1          | JAV-UATT             | "Actua" Line Input Adapter w/ Attenuation   |

**\*\*\*JAVS cannot guarantee repair for your Actua Recording System after Product Service End of Life on 12/31/2016. The Actua Mixer in your recording system will be deemed OBSOLETE equipment beginning 01/01/2017. The Actua mixer is no longer manufactured and obtaining repair parts for this system after 01/01/2017 may not be possible. JAVS will continue to perform maintenance on the system as best as possible after End of Life date and try to repair if parts are available. If a repair is not achievable, a new system will need to**

**EQUIPMENT RACK**

|   |              |   |
|---|--------------|---|
| 1 | JAV-KTRK1418 | 14 RU Desktop Cabinet 18" Deep                |
| 2 | JAV-LLDTRK   | Leverlock Kit Bracket Cable Management System |
| 2 | JAV-LLVC21   | Leverlock Channels for Cable Management       |
| 1 | JAV-DTVFD14  | Vented Front Door for 14 RU DTRK Cabinet      |
| 1 | JAV-5RS18    | DTRK EQ Rack Slides                           |

**AUTOLOG & DIGITAL RECORDERS**

|   |                |   |
|---|----------------|---|
| 1 | JAV-SW-AL7U    | "AutoLog 7" Record Session Logging and Control Software   |
| 1 | JAV-SW-V7P     | "Viewer 7 Pro" Record Session Viewing Software  |
| 1 | JAV-SW-S7S     | "Scheduler 7" Record Session Scheduling Software  |
| 1 | JAV-SW-P7S     | "Publisher 7" Record Session Publishing Software  |
| 2 | JAV-SW-WLAV    | McAfee White List "SolidCore" AntiVirus for Suite 7 Embedded Devices  |
| 2 | JAV-REC7-U     | "Recorder 7" (Includes Hard Drive with Image)   |
| 1 | JAV-MM1000RM2U | Endeavor Series On-Line UPS 1000VA/800W   |
| 1 | JAV-VS7100     | IP Audio/Video Encoder  |
| 1 | JAV-PDR-DRMK   | DualRackmount Kit<br>-Includes (1) DDVR-MB Center Bracket<br>-Includes (2) DDVR-EAR Rackmount Ears<br>-Includes all threaded Hex Screws |
| 1 | JAV-PC-FS108   | Netgear 8 Port 10/100 Fast Ethernet Switch w/Auto Uplink.   |
| 1 | JAV-ES550      | Back-UPS ES, 550VA/300W, Input 120V/ Output 120V, Interface Port USB  |



MAINTENANCE, REPAIR, AND SUPPORT AGREEMENT

TX San Angelo Tom Green County Commissioner's Court continued

| <u>Qty</u>                                   | <u>Vendor Part #</u> | <u>Description</u>   |
|--|----------------------|--|
| <b>MICROPHONES</b>                           |                      |  |
| 6  | JAV-3PMA             | "Actua" Mic Adapter 3-pin MiniXLR with 5 foot cable                              |
| <b>VIDEO CONVERTER AND SWITCH COMPONENTS</b> |                      |  |
| 1  | JAV-AT-PCAVS         | Atlona VGA to TV Scan Converter<br>-VGA Input to Composite Output                |
| 1  | JAV-AV4              | 2 Input Audio Video Switch (to Switch Camera & Laptop Input)                     |
| 1  | JAV-LAPTOP-P         | 1 Gang Wall Plate with HD15F-F Plug & a Stereo Mini Plug<br>Engraved "Laptop IN" |
| <b>COURTROOM CAMERAS</b>                     |                      |  |
| 4  | JAV-7017             | Low Profile Color Video Camera (NTSC)  |
| 4  | JCM-4400             | 5" Light Duty Wall and Ceiling Camera Mount for JAVS Camera                      |
| 4  | JAV-LNZ-S            | JAVS Standard Lens 5mm - 50mm  |
| 4  | JAV-CAMINT           | "Actua" Video Interface wth Video, Power and Genlock                             |
| <b>CABLES &amp; CONNECTORS</b>               |                      |  |
| 1  | JAV-UTVGA3           | 3' Ultra-Thin VGA Cables M-M   |
| 2  | JAV-8311356          | 3' CAT5e Cable Blue for JAV-UOIOSP and FS-108 Feeds                              |
| 2  | JAV-8311360          | 3' CAT5e Cable Red for JAV-UOIOSP and FS-108 Feeds                               |
| 1  | JAV-8311358          | 3' CAT5e Cable Yellow for Feed from Vivotek to the FS-108                        |
|  | JAV-CBL-CAT5P        | CAT5 Plenum Cable  |
|  | 25825                | 75 Ohm Video Cable, Plenum Rated   |
|  | 25291                | Shielded Audio Plenum Cable  |
|  | JAV-CBL-SPKRP        | Plenum Speaker Cable   |

**NON-REPAIRABLE / OBSOLETE EQUIPMENT LIST**

Below is a general list of Non-repairable or Obsolete equipment. This is not an exhaustive list. Equipment that you have purchased from JAVS that is now considered non-repairable or obsolete will be highlighted on Attachment A of Agreement and may be included on this list.

**Non-Repairable Equipment**

*(Equipment and/or parts that are no longer supported by the manufacturer)*

➤ **Monitors**

- All picture tube monitors
- Action, Axion, CL LCD monitors
- Dell PC Monitors
- ELO Touch Panels (models 2+ years)
- All Viewsonic Monitors

➤ **Cameras**

- Sanyo VCC-5974, VCC-3964, VDC-2950
- Sony DXC-102, DXC-107

➤ **Presentation**

- Elmo DT-50 and DT-70 presenter cams
- Projectors (models 5 years and older)
- ViewSonic N4 Up-Converter
- JVC and NAD Combination DVD Receiver
- SDP900 Hi-Resolution Presentation Unit
- QOMO Digital Visual Presenter & Document Camera (QD1200)

➤ **Other**

- Outdated time/date generator boxes
- Fiber Option Arraignment

**Obsolete Equipment**

*(Equipment that is no longer reasonably available in a commercial marketplace)*

➤ **JAVS Products**

- CT-2
- CT-4 (including CT-4A and CT-4B)
- CT-Vi
- Precision, E4 Precision, and PrecisionPlus
- CT-3
- Legacy Precision Systems – mixer built into the AutoLog PC
- Actua

➤ **VCR's / Media Players**

- NEC VCR – All
- Sony VCR – All
- Combo VHS & DVD Player Recorder
- JVC VCR– All
- Buffalo Media Player

➤ **Computers and Components**

- AutoLog™ 6 logging software
- Vivotek IP Audio/Video encoder with AutoLog™ 6 (VS3100 & VS7100)
- AutoLog™ 5 PR/DR computer and software
- Any computer with an Operating System no longer supported by the manufacturer
- Any computer containing compatible hardware that is no longer available
- DBR made by Asus, model Pundit
- Control Center PC's Version 1 and 2
- MSI 2.0 Recorder (100MT & 100S)

➤ **Video Conferencing**

**Video Conferencing Units and components for connection are no longer covered under JAVS Safeguard Maintenance Agreement. Service Fee applied for all service calls on Video Conferencing Equipment.**