

**FORT BEND COUNTY, TEXAS**

### Requisitions

Approval Value	23700.00
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<b>Deliver To</b>	<b>Dispatch</b>
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LINE	Item/Venor Item	QTY Ordered	UOM	UNIT COST	Issue Account Activity/Acct Category
1	ANNUAL MAINTENANCE Verint Call Recording Server	23700.00	EA	\$1.00	100560100 63000
	Effective 01/01/2013-12/31/2012, for the following Servers:				



9772 Whithorn Drive  
Houston, TX 77095

# Vista Com Maintenance Invoice

Date	Invoice #
11/9/2012	2550

<b>Bill To</b>
Fort Bend County Sheriff's Office Attn: Sgt. Irene Waldger 1410 Williams Way Richmond, TX 77469

<b>Ship To</b>
Fort Bend County Sheriff's Office Attn: Sgt. Irene Waldger 1410 Williams Way Richmond, TX 77469

		P.O. Number	Terms	Due Date
			Contract	12/31/2012
Quantity	Item Code	Description	Price Each	Amount
1	Verint Maintenance	Annual maintenance contract for your Verint call recording server, effective 1/1/2013-12/31/2013, for the following servers: VoIP 911 TLR-Serial #14131 VoIP BackUp Analog-Serial #14129 Motorola Radio API TLR-Serial #14130 Central Archiving Server-Serial #14132 IIS Web Services-Serial #14133	23,700.00	23,700.00
State and Local Sales Taxes (0.0%)				\$0.00
<b>Total</b>				\$23,700.00

This invoice is a continuation of the maintenance contract in effect per agreement of your organization and Vista Com. This invoice is for the new period beginning midnight of the due date of this invoice. Failure to receive payment by the date due will result in an expired contract whereby you may be subjected to loss of coverage or coverage for time and materials per service event. Continuation of maintenance coverage after an expiration period may also result in an onsite re-inspection of the recording system at the customer expense.

Please contact Vista Com Service 30 days prior to contract expiration if you wish to alter the terms of the contract.

We accept Checks, Visa, MasterCard, and American Express

Phone # (800) 708-6423

accounts@vistacomtx.com

www.vistacomtx.com



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## MAINTENANCE CONTRACT

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

### 1. Equipment Location

- a. Company Name: Fort Bend County Sheriff Office
- b. Address: 1410 Williams Way
- c. City/State/Zip: Richmond, TX 77469
- d. Phone Number: (281) 341-4700

### 2. Warranted Equipment

- a. Verint Audiolog 3000 Series Max-Pro/Quad Core Trunked Radio Server  
Raid 5 292GB Storage, Windows Server 2008, 40 Channels Analog, 20 Channels VoIP,  
Dongle# 14129
- b. Verint Audiolog 3000 Series Max-Pro/Quad Core Trunked Radio Server  
Raid 5 292GB Storage, Windows Server 2008, Motorola API Integration  
Dongle # 14130
- c. Verint Audiolog 3000 Series Max-Pro/Quad Core VoIP Server  
Raid 5 292GB Storage, Windows Server 2008, Avaya VoIP Integration, 16 Channel  
Analog, 16 Channel Digital Card  
Dongle # 14131
- d. HP DL160 Server, 500GB Hard Drive Raid 1, IIS Web Server  
Audiolog AIR/AIQ/Insight Center Software  
Dongle # 14133
- e. 2 -HP DL360 NAS Servers, Windows Server 2008 OS, 4- 1TB Hard Drives configured for  
Raid 5 set up
- f. Audiolog CAS Server, Windows Server 2008 OS, 4 TB Storage Capacity  
Dongle # 14132

### 3. Terms of Agreement—

- a. Initial Term: This agreement shall be for a term of (12) months beginning on the Month  
01 Day 01 Year 2012.
- 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 five 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.

### 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: Annual billing:





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- Year 1: \$15,800.00
- Year 2: \$23,700.00
- Year 3: \$23,700.00
- Year 4: \$23,700.00
- Year 5: \$23,700.00

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).

**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.



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**Response Time:**

Item	Service Level	
Hours of Coverage	Service Level 1	7 x 24 including holidays
	Service Levels 2 & 3	5 x 12 (8:00 AM to 8:00 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

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.

# VISTA COM

9772 Whithorn Drive  
Houston, TX 77095  
Tele. (281) 516-9800

## **Ft. Bend County Sheriff's Office Verint Audiolog Voice Recorder Maintenance Contract Coverage**

The maintenance contract coverage on the Verint Audiolog Voice Recorders and components that are installed at Ft. Bend County Sheriff's office is \$23,700 for each year beginning the 2<sup>nd</sup> year of ownership and going through year 5 ownership. We have locked in this amount for those years. Additionally, Fort Bend is due to accept the solution in May of 2011 therefore we are proposing a prorated maintenance the first year. Maintenance begins January 1<sup>st</sup> each year.

Vista Com's normal maintenance contract is 16% of list price. Industry averages 16-21% depending upon service levels. The actual 16% contract amount from the list price of the equipment that was installed would have the maintenance contract at \$28,838/yr. Each year, the maintenance contract amount increases by 1%. Vista Com is not increasing the maintenance amount during years 2-5 as a discount to Ft. Bend.

### **Yearly Maintenance Coverage**

2012 - \$15,800 (\$23,700 prorated for May 2011 acceptance)

2013 - \$23,700

2014 - \$23,700

2015 - \$23,700

### **Below is the equipment that will be covered under the \$23,700.**

- Trunked Radio Logger utilizing LORI/LOMI Resources with (3) hard drives, (1) 16 channel analog card, (1) 24 channel analog card, Motorola integration ATIA
- Trunked Radio Logger utilizing Motorola Astro P25 with (3) hard drives, (32) VoIP, Motorola P25 integration
- Telephony Recorder for recording 911's and VoIP phones with (3) hot swappable hard drives, (1) 16 channel analog card, contact closure, (1) 16 channel digital card, (32) VoIP, H.323 decode for Avaya VoIP recording, Quality Monitoring (grading) bundle
- Central Archiving Server (CAS) with 4TB Server with CAS license and compliance bundle
- Network Attached Storage (NAS) with 4TB Server
- IIS Web Server with 160GB

We will continue to investigate other cost reduction activities in regards to annual maintenance.

Please let me know if there are any questions.

Regards,

Robin Clevenger



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

CUSTOMER

Signed:

Typed Name:

Gilbert Salomo

Title:

Purchasing Agent

Date:

12-12-11

Signed:

VISTA.COM

Typed Name:

Russell Young

Title:

President

Date:

11-21-2011