

October 23, 2018

Judge Lee Ann Jones Panola County 108 S. Sycamore Carthage, Texas 75633

RE: BIS Digital Technical Support Agreement Renewal

Annual Full Support Agreement					
Effective Date	1/1/2019				
Account Number	PAN700				
Contract Number	19-12-A-69218R				

Judge Jones,

Attached is your Full Support Agreement and invoice.

To continue your technical support without disruption or unnecessary fees, please sign this electronic renewal form. Per our agreement, this invoice is due upon receipt.

Without a signed support agreement, you will be charged hourly for technical support in accordance with our on-demand technical support fees.

Thank you for the opportunity to serve your audio and video technology needs. If you have any questions, please feel free to contact me at 800-834-7674, ext.4523 or dianne.corzo@bisdgital.com.

Best regards,

Dianne Conjo

Dianne Corzo
Contracts Manager



# **Full Support Agreement**

Between: BIS Digital, Inc.

1350 NE 56th Street, Suite 300 Fort Lauderdale, FL 33334-6142

Phone: (800) 834-7674 Fax: (877) 858-5611

Email: support@bisdigital.com

And:

**Panola County** 

108 S. Sycamore Carthage, Texas 75633 Phone: (903) 693-0391

Contract #: 19-12-A-69218R

BIS Digital, Inc. or its appointed service representative agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

### **TERMS AND CONDITIONS** 1.

- A. The term of this agreement is for a period of twelve (12) months from the effective date. Upon expiration of the term, this agreement shall automatically renew for successive periods of twelve (12) months unless one party provides written notice to the other party of its intent to terminate this agreement in which case it shall terminate sixty (60) days from the date of the notice. In the event of early termination of service agreement, BIS Digital, Inc. will refund monies based upon contract amount prepaid by customer less actual cost of service provided during abbreviated term, or pro-rated amount based upon time remaining in contract term rounded to end of month of termination, whichever is less.
- B. The agreement entitles the user to 24 hours per day, 7 days per week telephone support and on-site support Monday- Friday (8am - 5pm ET) on covered items.
- C. User training: This agreement covers all users training at the user's site during the term of agreement at mutually agreed upon times.
- D. This support agreement is for the user's integrated system. Any changes or enhancements will be billed for additionally.
- E. Charges for maintenance and support for reasons outside of BIS Digital control, arising from neglect, negligence, misuse, acts of god or modifications to, or failures of systems software and/or hardware not covered under this contract shall be billed at BIS Digital published rates. Please note that BIS Digital has an archived copy of your initial configuration so at no time will you ever be billed for software configuration.
- F. BIS Digital agrees to provide customer with no less than ninety (90) days notice in the event of any price increases.

Initials:

**BIS Digital** 



#### 2. **COVERAGES**

- A. DCR Software (all BIS Digital supplied licenses) will receive annual upgrades as they become available. BIS Digital will provide on-line user training as well as on-line diagnosis and repair (web connection required).
- B. Hardware (all BIS supplied Tower PC's, Servers and Video and Telco Interface Boards). BIS will provide replacement or repair. BIS Digital will repair or replace system critical parts at customer site. Customer will be responsible for shipping defective part to BIS Digital. CPU and Motherboards on computers over forty-eight (48) months old may no longer be available causing the computer to be obsolete. In this event, BIS Digital will provide a \$300 computer replacement credit.
- C. Hardware Accessories (Digital Mixers, PA components, Microphones, Hearing Impaired Devices, USB Foot Controls). BIS Digital will provide replacement or repair. Customer will be responsible for shipping defective unit to BIS Digital. BIS Digital will replace or repair and ship back to customer.
- D. Excluded Hardware (Laptop Computers, All Display Monitors and Headsets). BIS Digital will handle repairs via manufacturer warranties (i.e. Dell, Toshiba,) but will offer no extended warranties directly.
- E. On-site BIS Digital Technical Support. BIS Digital will provide on-site technicians for emergency service during normal working hours at no charge. Emergency is defined to be a complete system down.

### 3. CUSTOMER RESPONSIBILITY

- A. A proper backup of all data on a regular interval.
- B. A user-appointed systems administrator to act as a liaison with the support department.

### CONFIDENTIALITY 4.

A. BIS Digital, Inc. agrees that all data that may be entered into the system is strictly confidential and shall remain the property of the user. BIS Digital shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.

### 5. **PAYMENT**

- A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
- B. At BIS Digital's option, support coverage may be halted for nonpayment of any invoice greater than sixty (60) days beyond the due date.

### LIABILITY 6.

- A. In no event shall BIS Digital, Inc. be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the user, including loss of data or earnings due to equipment down time.
- B. BIS Digital's sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.

Initials:

**BIS Digital** 



This contract covers the following equipment

### Purchased on Invoice# 69219R

- DCR (4 Channel) Digital Audio/Video Recording Software w/Software Assurance (2)
- 2nd Video Channel for DCR Products (2)
- 3rd Video Channel for DCR Products (2)
- Courtroom IP Camera (4)
- USB over Cat5 Range Extender (2)

### Purchased on Invoice# 69218R

- Evidence Presentation Annotator (2)
- Professional Digital PA Mixer w/8ch USB out (2)
- BIS Projector Optoma (1)
- Low Profile Wall Mount (1)
- Network Switch (8 Port) (2)
- Control System Protocol Converter (1)
- Digital Presentation Scaler/Switcher (11in / 2 out) (2)
- HDMI over Cat5 Distribution Amp (1in/8out) (2)
- · Additional Receiver for Wireless HDMI Kit (8)
- Wall Plate Receiver for BIS-HDMI-CAT1/x (14)
- Hanging Microneck Condenser Microphone (White) (4)
- Hardware Control Server Lite (1)
- HDMI over Cat5 Distribution Amp (1in/4out) (2)
- HDMI Cable (25ft.) (2)
- USB over Cat6 Extender (Evidence Presentation Annotator only) (2)
- USB Video Capture Device (Series 2) (2)
- Network Switch w/PoE Series 2 (8-Port) (2)
- Ceiling Mount for 5000 Lumens Projector (1)
- Unipoint Boundary Microphone with mute & BE Stand (4)

Purchased on Invoice# 69217

• Hosted Video Conferencing Yearly Subscription (Single Conference up to 25 Users) (1)

Initials:

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**BIS Digital** 

Custom



The terms and conditions stated herein form the complete agreement between the parties. Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Effective Date: 1/1/2019

Contract #:

19-12-A-69218R

Accepted By:	
BIS Digital, Inc.	Panola County
Stew Coldren	Luch man
	Lellin mes
By Steve Coldren	Ву
	(1) Chile
President Title	Title
The state of the s	
October 23, 2018	12-11-18
Date	Date
	CDS M
	Initials:
	BIS Digital Customer

# **REMIT TO:**

Business Information Systems, Inc. 1350 NE 56th Street - Suite 300 Fort Lauderdale, FL 33334

Phone #	800-834-7674
Fax#	877-858-5611



# Invoice

Date	Invoice #		
1/1/2019	75219		

www.bisdigital.com

## SOLD TO:

Panola County Attn: Judge Lee Ann Jones 110 S. Sycamore, Room 216-A Carthage, Texas 75633

# SHIP TO:

Panola County Attn: Erin Johnson 108 S. Sycamore, Room 300 Carthage, Texas 75633

Cust Acct#	P.O. Number	Terms	Due Date	Rep
PAN700		Due on receipt	1/1/2019	MNT

Quantity	Item Code	Description	Start Date	End Date	Price Each	Amount
1	MNT-R-DCR	# 19-12-A-69218R Renewal ContractBIS Digital Recording System Maintenance(see attached contract for equipment list)	1/1/19	12/31/19	7,110.00	7,110.00
1	MNT-R-VA-HVTC-S1	Hosted Video Conferencing Yearly Subscription (1 User)	1/1/19	12/31/19	2,625.00	2,625.00
2	DCR SAS	Annual DCR Software Assurance (per license) Coincides with Maintenance Contract	1/1/19	12/31/19	350.00	700.00
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						F)

Please include your account number and invoice number on all payments. Thank you

Sales Tax: (0.0%)	\$0.00		
Total Due:	\$10,435.00		
Credits	\$0.00		

Balance Due \$10,435.00

19.