



Carolina Recording Systems Service/Maintenance Plan Coverage

SERVICES PROVIDED:

- No charge will be made for necessary service repair due to manufacturer defect or normal wear and tear. Exceptions include when a malfunction is caused by water, fire, flood or other casualty, accident, misuse, abuse, cyber-attacks or viruses, extreme temperatures, power line fluctuations, lightning, or other acts of nature or if the necessary replacement parts are not available. In no event will Carolina Recording Systems, LLC be responsible for consequential or incidental damages beyond our sole obligation to repair or replace the defective unit.
- Agreement provides 24/7 response, free service loan equipment in the case of full system failures (except in circumstances beyond our control), parts, labor and mileage during the contract period.
- Agreement will be for time period agreed and can be renewed each year during system ownership unless canceled by either party or Customer's failure to pay invoice within 60 days. Customer will be invoiced at the beginning of agreement term.
- The Service agreement amount may be subject to an annual increase to adjust for inflationary costs.
- Customer should provide an onsite contact person(s) designated to perform routine maintenance and be responsible for the overall operation of the recording system.
- While it is our policy to check and respond to system alerts, there are circumstances such as loss of communication, internet connectivity, or other factors that could interfere with our ability to identify an issue. We require that center personnel contact us immediately if they are notified by the recording system of a problem.
- Customers with Systems covered under a Service Agreement are eligible to receive system training as needed for site personnel at no additional cost.
- Our recording system specialists will perform periodic system inspections and provide scheduled preventative maintenance measures to help provide a higher level of system reliability in a mission-critical environment. CRS recording systems specialists will discuss these measures with customer site personnel.
- Most software revisions and updates designed to maintain system features or repair software flaws will be provided on recording systems under contract at no additional charge. Third party license costs and system relocations/cut-overs due to changes, updates or installation of new CPE equipment including ESInet as well as radio equipment upgrades such as ASTRO P25 version upgrade licenses will be charged an agreed upon rate.
- Customer agrees that Carolina Recording Systems, LLC's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the equipment and software provided, or services with respect to which losses or damages are claimed. **ALTHOUGH CAROLINA RECORDING SYSTEMS, LLC AND CUSTOMER ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CAROLINA RECORDING SYSTEMS, LLC WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL,**

INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CAROLINA RECORDING SYSTEMS, LLC PURSUANT TO ANY AGREEMENT OR STATEMENT OF WORK. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision

- Agreement provides for 24/7 recording system specialist toll free telephone response within 30 minutes. Toll-free telephone support available at (888) 661-0202
- Agreement provides for 24/7 on site service response

ANNUAL MAINTENANCE:

- July 1, 2022, through June 30, 2023 - \$41,950.00 plus applicable sales tax



Byron Burns - Carolina Recording Systems

1-1-2022

Date