



Commercial Electronics Corp

Phone: (210) 736-3119 Fax: (210) 737-1240
 1318 North Brazos
 San Antonio, TX 78207

Quote

No.: **2419**
 Date: 9/9/2013

Prepared for:
 Lt Richard Ozuna 9564574236
 Hidalgo Co. SO
 711 E El Cibolo Rd
 Edinburg, TX 78539 US

Account No.: 855
 Phone: (956) 393-6050
 Fax: (956) 393-6058
 Job: New Installation - Quote ONLY

Prepared by: Bill Behar

Qty.	Part Number	Description	Sell	Total
<p>Pre-paid maintenance price quote The quote based on a Jan 1st payment There is a 5% discount on the following pricing. Normal price for Tier IV Maintenance is \$6080.95</p>				
1	QTRSUPP-1	Tier IV Maintenance for years 2,3,& 4	\$16,367 .89	\$16,367.89

Price breakdown
 year 2 1-1-2014 - 12-31-2014 = \$ 6,080.95
 year 3 1-1-2015 - 12-31-2015 = \$ 5,143.47
 year 4 1-1-2016 - 12-31-2016 = \$ 5,143.47

Item Total:	\$16,367.89
Total does not include applicable sales tax. Total:	\$16,367.89

Prices are firm until 12/31/2013		Terms: 50% down / 50% on delivery	
Quoted by:	Bill Behar - bbehar@comelectronics.com (210) 547-2131 - Office, (817) 394-1873 - Fax	Date:	9/9/2013
Please allow 4-6 weeks for delivery and/or installation.			
Accepted by:	_____	Date:	_____



Master Post Warranty Services Agreement

This Master Post Warranty Services Agreement (the "Agreement") by and between Commercial Electronics Corp., ("CEC") a Texas corporation having its principal place of business at 1318 N. Brazos, San Antonio, TX 78207, and Hidalgo Co. SO ("Customer"), having its principal place of business at 711 E El Cibolo Rd, , Edinburg, TX 78539, is entered into as of the date last written below (the "Effective Date").

This Agreement consists of this signature page and the following attachments which are incorporated in this Agreement by this reference:

- 1. Master Post Warranty Services Agreement Terms and Conditions
2. EXHIBIT A: HigherGround Recording System Maintenance Agreement
3. EXHIBIT B: Summary of Equipment List and maintenance fee.

This Agreement is the complete agreement between the parties hereto concerning the software and hardware maintenance of the HigherGround recording system and replaces any prior or contemporaneous oral or written communications between the parties. In the event of conflict between the terms of this Agreement and the terms of an Exhibit, the terms of the Exhibit shall govern. This Agreement may only be modified by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Hidalgo Co. SO

Commercial Electronics Corp.

Authorized Signature

Authorized Signature

Type name & title

Wes Burns - VP, Operations
Type name & title

Date

Date





DEFINITIONS:

Customer – The person or company personnel who owns or uses the product.

Fault - any failure of the recording system to perform to its published specifications.

Corrective Action – 1) a replacement, modification or addition that brings the recording system into proper operation according to its published specifications; 2) a procedure or routine that when observed in the regular operation of the recording system, avoids the practical adverse effect of such fault.

Third Party Software – any computer file or executable program or sub-routine not provided as 1) part of the original system, 2) approved in writing by CEC, or 3) created by the system through its normal operation, including malicious viruses, worms and other malware.

Third Party Equipment – any internal or external hardware not provided as 1) part of the original system, 2) approved in writing by CEC.

Normal Wear and Tear – degradation of hardware due to time, normal operating environment and use.

Archive Media – electronic storage configured for long-term data retention including but not limited to: external hard drive, internal and external RAID, floppy disk, magneto-optical disk (i.e. CD, DVD), magnetic tape.

Acts of God – Any event, natural or unnatural beyond the control of mankind.

Warranty Period – One year from date of original installation and acceptance by customer

COVERED SERVICE:

Remote software maintenance and other covered services will be performed promptly as updates become available and at any time a recording system fault is reported. CEC will provide reasonable assistance to help Customer operate each new release.

Any hardware maintenance provided will be performed at any time during the hours from 8:00 a.m. to 4:30 p.m. on all days EXCEPT WEEKENDS AND HOLIDAYS unless the 24-hour on-site service applies. (See - **24-HOUR ON-SITE SERVICE PROCEDURE**)

Service required for failures which are not a result of normal wear and tear, or otherwise not covered by this agreement shall be furnished on a TIME AND MATERIALS basis.





CEC shall be responsible for using all reasonable diligence to correct any verifiable and reproducible fault of the recording system when reported to CEC in accordance with its standard reporting procedures. The corrective action when completed may be provided in the form of a “temporary fix” consisting of sufficient programming and operating instructions to effect the correction.

CEC shall maintain a trained staff capable of rendering the services set forth in this Agreement. CEC, at its sole option, may dispatch contracted service personnel to effect on-site repairs.

RESPONSIBILITY OF CUSTOMER:

CUSTOMER recognizes that computer equipment is vulnerable to misuse and neglect and agrees to maintain an environment conducive to computer equipment operation.

CUSTOMER recognizes the vulnerability of the recording system’s operating system and associated software to infiltration of malicious software programs known as “viruses” or “worms”. Customer agrees to bear sole responsibility for ensuring the recording system is protected against such infiltration, eradication of same, and any cost associated with recovering lost or damaged data.

CUSTOMER must be prepared to assist the technician by providing a complete and accurate description of the trouble symptoms over the phone, performing any routine front panel functions including removing and reapplying main power to the unit as instructed.

CUSTOMER has the responsibility to make the recording system accessible to the service representative via remote access for scheduled updates and maintenance at times acceptable to both parties. Remote access, as required by this Agreement, may be provided by Customer via modem line, TCP/IP connection or other method mutually acceptable to both parties.

LIMITATIONS ON CONTRACT SERVICE:

The Maintenance Agreement applies to the recording system and its integral components including peripheral equipment supplied by Commercial Electronics at original installation or through subsequent authorized system upgrade or modification.

The Maintenance Agreement covers repairs and service required as a result of normal use and **DOES NOT COVER** service necessitated by damage incurred in accident, abuse, lightning, water damage, flood or other similar causes.

Third party software, including viruses and worms, third party equipment, telephone company line(s) problems, or any damage to or failure of the system caused by same WILL NOT be covered under this Maintenance Agreement.

NO COVERAGE is extended under this Agreement to batteries or other consumable supplies though specific manufacturers’ warranties may apply.





NO COVERAGE is extended under this Agreement to archive media of any type including but not limited to magnetic tape, magneto-optical disk, external hard drive, or other removable media, whether provided as part of the original recording system or subsequently purchased from Commercial Electronics, beyond replacement cost of the media. Commercial Electronics Corp. IS NOT responsible for, and Customer agrees not to hold Commercial Electronics Corp. liable for lost data. Any cost involved attempting to recover lost or damaged data will be the sole responsibility of Customer.

CEC's obligations under this paragraph do not extend to any claims arising from any modification not made by CEC or from the use or combination of the software provided by CEC with products provided by CUSTOMER or others.

TIME AND MATERIAL SERVICE:

Time and material service shall be provided when requested by customer for services not included under this contract and shall be furnished in accordance with the service requested.

An additional charge will be made for travel time, mileage and/or components used to effect repairs not otherwise covered by this Maintenance Agreement at the current labor and mileage rates and parts pricing.

Prior to commencing any work that is not covered by the Maintenance Agreement, CEC will submit a written estimate of the labor and material charges and obtain the written approval for such work by the Customer. Customer shall not be liable for any work performed without Customer's written approval.

INDEMNITY:

CEC shall indemnify and hold CUSTOMER harmless from any and all claims, suits, loss or damages which are made against CUSTOMER, CUSTOMER's employees or officers where such claims, suits or damages in any way arise out of or in connection with CEC's employee's, contractor's, subcontractor's or agent's presence on CUSTOMER's property or work performed on CUSTOMER's property when said claims, suits or damages arise out of the gross negligence or willful acts of CEC, their employees, contractors, subcontractors or agents.

LIMITATION OF LIABILITY:

CEC shall not be liable for any loss or damage suffered by the CUSTOMER caused by "Acts of God" or from any other cause beyond the control of CEC, and CUSTOMER, by signing this Agreement, acknowledges and agrees to this provision.

EXCEPT AS PROVIDED HEREIN, CEC's MAXIMUM LIABILITY WILL BE LIMITED IN ANY EVENT TO ACTUAL, DIRECT DAMAGES TO THE EXTENT CAUSED SOLELY BY THE GROSS NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF CEC, SUBJECT TO A MAXIMUM





LIABILITY OF THE ANNUAL AMOUNT PAID FOR SERVICE WHICH DIRECTLY CAUSED SUCH DAMAGE. IN NO EVENT WILL CEC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF COMPUTER NETWORKS, SYSTEMS OR DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF CEC HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY.

ENTIRE AGREEMENT:

CEC has not made nor is CUSTOMER relying upon any representations other than those specifically set forth herein. Both parties concur that the entire Agreement between the parties is set forth herein. Additions, deletions or changes to this Agreement must be in writing and signed by CEC and CUSTOMER to become effective. This Agreement, additions, deletions or changes to this Agreement shall be null and void unless signed by an Officer of CEC.

SURVIVABILITY:

If any one or more of the provisions of this Agreement, or the application of such provisions to the CUSTOMER, CEC or any circumstances shall be held invalid, the remainder of this Agreement shall remain in full force and effect.

If for any reason this Agreement between CUSTOMER and CEC is terminated, abridged, canceled, breached or nullified, both parties agree that any license agreement, confidentiality or non-disclosure agreements executed between both parties shall remain in effect in perpetuity.

TERM AND TERMINATION:

The term of this Agreement shall commence on the Effective Date and continue unless terminated in accordance with this section. The term of service hereunder shall commence on the date set forth on the Exhibit B. The term shall continue for a period of one (1) year and may be renewed for successive one (1) year terms for each Equipment List under the terms of this Agreement upon customer submitting a renewal purchase order no later than thirty (30) days prior to the date of such renewal or unless at least thirty (30) days prior to the date of any such renewal either party provides notice to the other party of its intention not to renew:

- (i) a portion of the product listed on the Exhibit B
- (ii) this Agreement together with all equipment lists (Exhibit B)



HigherGround
Authorized Reseller



ANTI-VIRUS SOFTWARE NOTICE

To prevent potential conflicts with other existing anti-virus programs which may be operating on your network, anti-virus software is not included with the recording system. However, because of the potential damage computer viruses can do, Commercial Electronics strongly suggests the purchase of anti-virus protection to be installed and kept current on all recording system servers. There are several anti-virus programs commercially available and we make no specific recommendation other than the program should include current updates. This should be discussed with your IT administrator.

Should your recording system become infected with a computer virus, it will be your responsibility to eradicate the virus before Commercial Electronics performs any further maintenance which may be required.

If requested, Commercial Electronics will assist in the removal of a virus infection during normal business hours only at standard time-and-materials rates.

MICROSOFT OS UPDATE NOTICE

Windows updates and security patches are performed by CEC technical personnel only if required to correct an otherwise warrantable defect. Routine Windows updates and security patches are not managed by HigherGround nor CEC as some require a hard reboot or other front-panel user intervention and may potentially involve some amount of downtime. All bona fide Microsoft released Windows patches and updates are approved for the respective operating system running on each recording chassis, however, it is up to the customer's IT personnel to manage these. It is recommended that updates be set to automatically download but be manually installed. This should be discussed with your IT administrator.

If requested, Commercial Electronics will assist in performing OS updates and security patches during normal business hours only at standard time-and-materials rates.

LIGHTNING / WATER DAMAGE NOTICE

Lightning and water damage are not covered under the maintenance agreement. It is highly probable that the full extent of the damage could never be accurately determined as dormant issues may not show up for months even though the system may appear to be working after sustaining lightning or water damage. As such, CEC will not continue to cover the system against future service issues.

Lightning can enter a system through any external connection including power, network, data or audio.

It is generally our recommendation, whenever a system experiences lightning or water damage, that the system be replaced in its entirety.





EXHIBIT A
HIGHERGROUND RECORDING SYSTEM
MAINTENANCE AGREEMENT

COMPANY:
Hidalgo Co. SO

EQUIPMENT LOCATION AND PRICING:
PER EXHIBIT B

COMMERCIAL ELECTRONICS CORP. agrees to maintain the HigherGround recording system during the term of this Maintenance Agreement by furnishing service accepted by Customer as indicated below:

REMOTE SOFTWARE MAINTENANCE (Tier I):

1. 24-hour remote monitoring of system performance and fault notification (*dedicated modem line required)
2. All labor required for remote updates (as they become available) of HigherGround software;
3. All labor required for software maintenance and remote support;
4. All travel time and mileage required to transport personnel and equipment for the performance of remote maintenance on recording software.

HARDWARE EXCHANGE (Tier II):

Additionally includes:

1. All parts requiring replacement as a result of normal wear and tear;
2. Shipping charges to expedite replacement parts to the customer.

ON-SITE MAINTENANCE (Tier III):

Additionally includes:

1. All labor required for repairs during normal business hours;
2. All travel time and mileage required to transport personnel and equipment for the performance of maintenance on recording system hardware during normal business hours;
3. On-Site service does not apply to peripheral equipment, including keyboard, monitor, mouse, UPS, cameras, microphones, or other easily replaceable external modules.

24-HOUR ON-SITE SERVICE (Tier IV):

Additionally includes:

1. All labor required during non-business hours to restore the primary function of the system;
2. All travel time and mileage required to transport personnel and equipment for the performance of maintenance on recording system during non-business hours to restore the primary function of the system.

This agreement applies to the equipment listed on Exhibit B and its integral parts unless specifically designated as not covered.

*ALL EQUIPMENT MUST HAVE A VALID SERIAL NUMBER

NOTE: Remote access, as required by this Agreement, may be provided by Customer via modem line, TCP/IP connection or other method mutually acceptable to both parties. If Customer desires automatic trouble reporting, daily status notification and / or 24-hour monitoring, this access must be dedicated.



Recording System Maintenance Agreement – EXHIBIT A



HigherGround
Authorized Reseller



**EXHIBIT B
HIGHERGROUND RECORDING SYSTEM
MAINTENANCE AGREEMENT**

<u>Location</u>	<u>System #</u>	<u>Description</u>	<u>Serial #</u>	<u>†Remote Access Number</u>	<u>*Effective Date</u>	<u>Tier I Annual Maintenance</u>	<u>Tier II Annual Maintenance</u>	<u>Tier III Annual Maintenance</u>	<u>Tier IV Annual Maintenance</u>
711 E El Cibolo Rd, Edinburg, TX 78539	3049	HGCS 16a, 24d ANI-ALI	136619	TeamViewer Client	1/1/14	\$1,290.00 +applicable sales tax	\$3,348.57 +applicable sales tax	\$5,463.07 +applicable sales tax	\$6,080.95 +applicable sales tax
Initial below the Maintenance Tier desired									

†NOTE: Remote access, as required by this Agreement, may be provided by Customer via modem line, TCP/IP connection or other method mutually acceptable to both parties. If Customer desires automatic trouble reporting, daily status notification and / or 24-hour monitoring, this access must be dedicated.

Payment in-full for the selected Tier above must be arranged with CEC prior to performance of any covered service action. If a lapse in coverage occurs, CEC reserves the right to inspect the system to ensure proper working condition prior to final acceptance of the Maintenance Agreement. Additional charges may apply to correct any malfunction should a lapse in maintenance coverage occur.

Recording System Maintenance Agreement – EXHIBIT B



1318 N. Brazos

San Antonio, Texas 78207

800-933-4077

210-736-3119



www.comelectronics.com



EXCHANGE SERVICE PROCEDURE

COMMERCIAL ELECTRONICS CORP. agrees to provide refurbished parts for the covered voice logging equipment in exchange for defective boards and modules which fail due to normal wear and tear.

Exchange Request: CUSTOMER will submit a request via facsimile to (210) 737-1240 providing accurate part identification and failure detail.

Parts Exchange: Commercial Electronics will pre-ship parts as available for requests received prior to 2:00 p.m. Commercial Electronics will provide confirmation and return material authorization to CUSTOMER via return facsimile. Requests received after 2:00 p.m. will be processed the next business day.

Verification: Upon receipt, Commercial Electronics will test and evaluate the failed component. Should the failure be determined to be the result of damage incurred in accident, abuse, lightning, water damage, flood or other causes not covered by the Maintenance Agreement, Time and Material charges will apply.

NOTE: The EXCHANGE SERVICE PROCEDURE ADDENDUM applies only to Maintenance Agreements Tier II or higher.



Recording System Maintenance Agreement – Exchange Addendum



HigherGround

Authorized Reseller



24-HOUR ON-SITE SERVICE PROCEDURE

COMMERCIAL ELECTRONICS CORP. agrees to provide service to the covered voice logging equipment whether warrantable or non-warrantable at the customer's request for any PRIMARY FAILURE that may arise after normal business hours. A primary failure is a failure of the voice logging equipment to perform its primary function of recording. Normal response time is within 30 minutes, whether during normal business hours or not.

After business hours service will be limited to actions required to correct a primary failure to include complete replacement if necessary. All other service will be scheduled for normal business hours, 8:00 a.m. to 4:30 p.m. Monday through Friday as per Maintenance Agreement. Services performed during non-business hours for non-warrantable failures will be billed at overtime rates beginning from the technician's point of departure.

Trouble Reporting: CUSTOMER will contact the on-call technician by calling (800) 933-4077, extension 911 and leaving a detailed message of the problem, a call back number and contact name. If no response is received within fifteen (15) minutes, CUSTOMER should make subsequent attempts every fifteen (15) minutes.

Trouble Response: The service technician, upon receiving the page, will first attempt to correct the failure remotely. If it is determined that the primary failure cannot be rectified remotely, a technician will be dispatched to CUSTOMER's site with appropriate replacement equipment and/or repair parts sufficient to restore primary function. Response time will include drive time to Commercial Electronics' repair facility for the technician to pick up any necessary equipment before going to CUSTOMER 's site. In the event that it is determined that it would be impractical to attempt on-site repair after hours, or there is no reasonable expectation of restoring primary function, a technician will be dispatched at the earliest opportunity when a reasonable expectation of successful repair exists.

NOTE: The 24-HOUR ON-SITE SERVICE PROCEDURE ADDENDUM applies only to Tier IV Maintenance Agreements.




Zimbra

evangelina.garcia@co.hidalgo.tx.us

Re: Software Maintenance

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us>

Mon, Dec 09, 2013 09:41 AM

Subject : Re: Software Maintenance 1 attachment**To** : 'Evangelina Garcia'

<evangelina.garcia@co.hidalgo.tx.us>

Cc : 'josephine.ramirez'

<josephine.ramirez@da.co.hidalgo.tx.us>

Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Vangie,

Our office approves as to form the agreement that does not contain the arbitration clause (attached).

Please contact me if you have any questions or concerns.

Michael Garza

Assistant Criminal District Attorney
Contracts and Civil Litigation Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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