



WORD SYSTEMS, INC.

Technical Services Agreement

This is a technical services agreement (hereafter referred to as **Agreement**) between Word Systems, Inc. (hereafter referred to as **WSI**) and the Customer **Winnebago County Sheriff** (hereafter referred to as **Customer**). Customer's signature on the Quotation, Price Sheet or other document to which this Agreement is an Exhibit constitutes Customer's agreement to the terms and conditions below.

This Agreement, together with its Attachments and any related sales quotations, price sheets or other documents to which it is attached, which are all hereby incorporated by reference, sets forth the entire understanding of the parties hereto with respect to its subject matter, and supersedes any other agreement, verbal, written and/or implied. The services herein are provided by WSI in lieu of any other product warranties or service commitments from WSI.

WSI agrees to support, maintain and repair Customer's equipment and/or software listed below on a best efforts basis for the charges shown below. This Agreement becomes effective on its start date, shown below, and shall continue for the term, also shown below. No refunds shall be given for Technical Services cancelled or terminated during the term, except as expressly set forth herein. The rates herein may be increased upon renewal and as otherwise set forth in this Agreement considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous term. Technical Services shall be invoiced in advance of each term. At the end of the initial term, this Agreement will automatically renew for successive one-year terms at WSI's then current annual rates unless either party provides written notice of non-renewal at least 30 days prior to the applicable expiration date.

Start Date:	3-1-17
Initial Term of Agreement:	(5) Five Years – 3-1-17 to 2-28-22
Amount of Initial Term:	\$ 85,810.00 – Payable by March 1st of each year for 5 years in the amount of \$17,162.00/yr.

Equipment and Software Covered Under this WSI Technical Services Agreement

This Agreement will cover Service, Support, Parts and Labor for items listed below.

Equipment Make & Model Number:	NRX – see attached Technology Refresh Agreement – including Amendment, Exhibit A and Exhibit B
Serial Number/Software License #:	NRX – see attached Technology Refresh Agreement – including Amendment, Exhibit A and Exhibit B

* See **Attachment A** for additional equipment covered under this Agreement

I. SERVICE WSI will provide to Customer best efforts maintenance and repair service

- A. Support on software and equipment listed in on this page and in any Attachment hereto. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
- B. Twenty-four hour phone and/or modem support.
- C. Repairs will be performed and replacement parts will be furnished at no charge on a best efforts basis, provided that Customer returns the defective parts. The returned defective and/or worn parts replaced become property of WSI. WSI reserves the right to replace or exchange any defective piece of equipment or accessory with another if it is determined there is a need to do so, regardless of age or serial number. WSI personnel will perform the installation or repair of any WSI system on a best efforts basis.
- D. Installation of equipment, field engineering, change orders or enhancements to basic equipment and software that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the equipment running. This does not include extra features and enhancements that are sold to increase performance or functionality. Onsite work will be done during WSI's regular business hours, except for emergency services.
- E. All training by WSI will be done at Customer's site or a WSI office between 8 am and 5 pm, Monday through Friday, EST, excluding holidays.

II. CHARGES Additional Charges, if any, will be assessed per this Agreement as shown below:

- A. Customer agrees to pay for any consumable items provided by WSI. Customer agrees to pay for parts that normally wear out if older than 5 years. Customer agrees to pay for the repair of items damaged or dropped by Customer.
- B. WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment. WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of our WSI Computer System. The Customer agrees not to load any software on our WSI computer without written permission from the WSI Service Manager. WSI is not responsible for telephone lines, induced noise by radio stations and other equipment, cabling and connections other than those items WSI supplies to the Customer to install WSI equipment.
- C. WSI will charge for any installation of equipment upgrades and expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- D. WSI will charge for any parts that must be replaced due to cause other than normal wear and tear or damages caused by accident, abuse, or for work done due to inadequate training or operator errors.
- E. New additional equipment or software purchases will result in adjustment of maintenance and support charges. Customer will be invoiced for support premiums related to such additions. The invoice will be pro-rated to coincide with the term of this Agreement
- F. Service charges for equipment or software or training not covered by this Agreement will also be at the current prevailing Word Systems, Inc. rates.
- G. WSI shall not have any obligations with respect to problems due to any modification of the equipment or software by anyone other than WSI, the improper combination of equipment or software with other products not provided by WSI, or the use of the software or equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at then current rates.
- H. WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at then current rates.

III. EXCLUSIONS WSI will not provide:

- A. Electrical work or cables, plumbing, drilling or carpentry work external to WSI equipment.
- B. Maintenance of accessories, attachments or other devices not furnished by WSI.
- C. Free loaner equipment. WSI recommends the Customer buy spare terminals and accessories to replace broken units until WSI can make repairs (if the application is so critical that repairs can't wait).
- D. Free repairs for damages from external computer virus contamination.
- E. Free repair for lightning and high voltage power surge damage to our equipment while at the Customer's site.
- F. Operator training by a WSI support technician. See WSI account representative for all training needs.
- G. Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's major software upgrade.
- H. Support in resolving network, workstation, database, environmental or other errors not directly related to the software and equipment listed in this Agreement.
- I. Movement of equipment to a new location.

Warranty Exclusion: WSI is providing technical services in lieu of any warranties or service commitments from WSI. to the fullest extent permitted by law, the services herein and the software and equipment are provided "as is." WSI does not warrant that the equipment and software will operate uninterrupted or error free or that all defects will be corrected or that they will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. WSI disclaims all warranties, express or implied, with respect to any of the foregoing, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, workmanlike efforts, non-infringement or warranties arising by statute or otherwise in law or from a course of dealing or usage of trade.

IV. WSI RESERVES the right to modify or delete any term or condition of this Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid Technical Services Fees for the remainder of the term.

V. LIABILITY DISCLAIMERS WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

To the fullest extent permitted by law:

- A. WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this agreement or the good and services provided, even if advised in advance of the possibility of such damages.
- B. Except with respect to damages caused by WSI's willful misconduct, WSI's liability (including attorneys' fees) to customer or any third party arising out of or related to this agreement and the good and services provided shall, for any and all causes and claims regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the price paid by reseller for the particular good(s) or service(s) involved prior to such claim's accrual under which such damages arose.

VI. CUSTOMER RESPONSIBILITY It shall be the responsibility of the Customer to have equipment protected by WSI approved uninterruptible Power Supply (UPS) and to use WSI approved storage media and perform preventative maintenance as described in the Operators Manual. It is the responsibility of the Customer to have trained personnel operating the equipment. Additional training is available from WSI for an additional charge as new people are hired to run the equipment. The Customer shall make the equipment available to the service department representative as soon as a representative arrives on-site and agrees to allow the WSI technical services representative access to the equipment, immediately upon arrival. Any delays will be charged for at our regularly published service rates. Access will be given to him/her for as long as it takes to repair and adequately test the equipment.

VII. TRAINING Training provided with the purchase of a system consists of on-site training upon completion of installation as agreed upon on Exhibit A of original purchase agreement. Detailed training shall encompass an overview of all functions and features necessary to operate equipment. It is the responsibility of the Customer to have basic PC knowledge prior to system training on new equipment. Upon completion of initial training should Customer require additional training of staff, WSI will invoice Customer at standard WSI training rates.

VIII. GOVERNING LAW; VENUE This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Marion County, Indiana. Each party expressly agrees that Marion County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction, those courts.

IX. SEVERABILITY In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

WORD SYSTEMS, INC.

CUSTOMER

By: Tim Walker

By: _____

Print Name: Tim Walker

Print Name: _____

Title: Account Manager

Title: _____

Date: 10-21-16

Date: _____



WORD SYSTEMS, INC.

Est. 1977

Indiana • Illinois • Wisconsin • Florida

**AMENDMENT TO
WSI TECHNICAL SERVICES AGREEMENT**

THIS AMENDMENT (the "Amendment") to the Maintenance and Service Agreement of even date herewith (the "Agreement") between Word Systems, Inc. ("WSI") and the customer signing below Winnebago County Sheriff ("Customer") is entered into as of March 1, 2017 (the "Amendment Effective Date").

The parties hereby amend the Agreement as follows:

1. This amendment is to include the Upgrade Agreement terms and conditions set forth in **Exhibit A** attached.
2. All provisions of the original Agreement and its Attachments remain in effect except where modified or amended by this Amendment. The parties agree that this Amendment constitutes the complete and entire amendment to the original Agreement between the parties, that there are no other understandings, either written or unwritten, with regard to such matters, and that in the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall take precedence.

IN WITNESS WHEREOF, the parties have executed this Amendment, effective as of the date first set forth above.

WORD SYSTEMS, INC.

CUSTOMER

By: Tim Walker

By: _____

Print Name: Tim Walker

Print Name: _____

Title: Account Manager

Title: _____

EXHIBIT A-UPGRADE AGREEMENT FOR NICE COMMUNICATION RECORDING SYSTEMS (NCRS)

STATEMENT OF WORK (SOW) *DESCRIPTION OF SERVICE AND OBLIGATIONS*

- 1.1 As system releases become available, WSI agrees to provide the Customer with the software, and implementation services required to execute a system infrastructure upgrade in years one (1), three (3) and five (5) from date of this agreement. At the time of the system release upgrade, Word Systems will provide applicable patches and service pack updates when and if available. Currently, WSI service includes 3rd party Software such as Microsoft Windows Server OS, and any Nice Inform software service packs that may be available. WSI will only provide patch releases that have been analyzed, pre-tested, and approved for release by the 3rd party provider.
- 1.2 System releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At WSI option, system releases may also include significant new feature enhancements that WSI may offer for purchase. System release software and hardware shall be pre-tested and approved for release by the 3rd party provider.
- 1.3 The following WSI system provide products are covered under this Upgrade Agreement: Nice Inform Application Software, Nice Systems Recording Software, Nice Systems Capture Cards, Microsoft Windows OS, and associated peripheral infrastructure software/hardware provided by WSI.
- 1.4 Product programming/configuration software used by WSI are also covered under this Upgrade Agreement.
- 1.5 This Upgrade Agreement makes available the software releases/revisions that are available from the 3rd party providers during the coverage period. New options and features not previously purchased by the Customer are excluded from coverage. Additionally, any related software installation and reprogramming are excluded from the coverage.
- 1.6 WSI will provide certified hardware version updates and/or replacements of NICE line cards necessary to upgrade the system with an equivalent level of functionality. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, network changes and additions, and managed services are not included.
- 1.7 This Upgrade Agreement does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.8 WSI will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality in years one (1), three (3) and five (5) from date of NCRS installation. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

- 1.9 As system releases become available, WSI will provide up to once in years one (1), three (3) and five (5) from date of this agreement the following software design and technical resources necessary to complete system release upgrades:
 - 1.9.1 Review infrastructure system audit data as needed.
 - 1.9.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.9.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.9.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.9.5 Program management support required to perform the system upgrade.
 - 1.9.6 Field installation labor required to perform the system upgrade.
 - 1.9.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.10 Upgrade Agreement pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an Upgrade Agreement price adjustment.
- 1.11 The Upgrade Agreement applies only to system release upgrades within the NCRS platform.
- 1.12 Nice Systems will post technical bulletins on customer portal @ <https://extranice.com> for Customer access.

2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 1 months prior to a scheduled upgrade.
 - 2.1.1 WSI responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 2.1.1.5 Inform Customer of high speed internet connection requirements.
 - 2.1.1.6 Assign program management support required to perform the system upgrade.
 - 2.1.1.7 Assign field installation labor required to perform the system upgrade.
 - 2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
 - 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 4 weeks prior to the scheduled upgrade. Unless specifically stated in this document, WSI will provide this training only once per system.
 - 2.1.2 Customer responsibilities
 - 2.1.2.1 Provide high-speed NCRS internet connectivity at all site(s) for use by WSI to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 4weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
 - 2.1.2.2 Assist in site walks of the system during the system audit when necessary.

- 2.1.2.3 Provide a list of spare hardware to be included in the system release upgrade when applicable.
 - 2.1.2.4 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
 - 2.1.2.5 Provide or purchase labor to implement optional system release features or system expansions.
 - 2.1.2.6 Participate in release impact training at least 4 weeks prior to the scheduled upgrade. This applies only to primary owners. It is the owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.
- 2.2.1 WSI responsibilities
 - 2.2.1.1 Perform appropriate system backups.
 - 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
 - 2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.
 - 2.2.2 Customer responsibilities
 - 2.2.2.1 Validate system maintenance is current.
 - 2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.
- 2.3 System Upgrade
- 2.3.1 WSI responsibilities
 - 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.
 - 2.3.2 Customer responsibilities
 - 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
 - 2.3.2.2 Cooperate with WSI and perform all acts that are reasonable or necessary to enable WSI to provide software upgrade services.
- 2.4 Upgrade Completion
- 2.4.1 WSI responsibilities
 - 2.4.1.1 Validate all system upgrade deliverables are complete as contractually required.
 - 2.4.1.2 Deliver post upgrade implementation training to the customer as needed.
 - 2.4.2 Customer Responsibilities
 - 2.4.2.1 Cooperate with WSI in efforts to complete any post upgrade punch list items as needed.
 - 2.4.2.2 Cooperate with WSI to provide relevant post upgrade implementation training as needed. It is the customer responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
 - 2.4.2.3 Provide WSI with upgrade completion sign off.

3.0 Exclusions and Limitations

- 3.1 The parties agree that Systems that have non-standard configurations that have not been certified by 3rd party providers are specifically excluded from the Upgrade Agreement unless otherwise agreed in writing by WSI and included in this SOW.
- 3.2 The parties acknowledge and agree that the Upgrade Agreement does not cover the following products:
 - Motorola MCC7500 IP Logger
 - Motorola AIS Servers
 - Motorola network infrastructure
 - PC Workstations not provided by WSI
 - Customer network infrastructure
- 3.3 This Upgrade Agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 This Upgrade Agreement does not cover software support for virus attacks or other applications that are not part of the NCRS, or unauthorized modifications or other misuse of the covered software. WSI is not responsible for management of anti-virus or other security applications (such as Norton).
- 3.5 Upgrades for equipment add-ons or expansions during the term of this the Upgrade Agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by WSI.

4.0 Special provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, WSI will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required WSI will issue a change order for the change in scope and associated increase in the price for the Upgrade Agreement.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 This Upgrade Agreement services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 If Customer cancels a scheduled upgrade within less than 4weeks of the scheduled on site date, WSI reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the WSI Upgrade Operations Team.
- 4.5 This Upgrade Agreement annualized price will be invoiced each year, one year in advance. Should Winnebago County Sheriff funding be terminated through their annual budgeting process, customer will be responsible to pay WSI for unpaid months of coverage during that annual coverage period, prorated to coincide with the date WSI has been notified of funding termination.

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an Upgrade Agreement price adjustment.

Nice Inform Software Applications	
Inform Professional Version 5 – Serial # 32156701	1
	0
	0
Nice Recording Software	
Audio Channel Licenses – 53 Analog/14 Digital	67
Audio Channel Licenses – 60 channels for Motorola IP	60
Professional – Reconstruction	7
Professional – Verify	5
Professional – Monitor	1
Professional – Organizer	2
Professional – Media Player	1
Nice Recording Capture Hardware	
Myracle, Full size PCI-E, Baseboard – Up to 24 channels	4
	0
	0
	0
	0
	0
HP Server Hardware	
Winnebago County Sheriff provided Server Hardware	0
	0
	0
	0
	0
	0
	0

EXHIBIT B

Winnebago County Sheriff's Office, Wisconsin

Five Year Annual Technical Service Agreement with Hardware and Software Technology Upgrade

○ Year 1 – Technology Upgrade:

- Upgrade Current Inform Applications to from Version 5 to latest Version 7.2. By going to Version 7 your NICE Logging System is now NG9-1-1 and P25 Compliant
- Upgrade Current Inform Application to include the addition of **Redaction**
- Additional benefits of Inform Application 7.2 include:
 - Organizer Software upgrade includes ability to do a Quick Add to Recent Incident;
 - Organizer Software includes Web Distribution upgrade – Save Radio and Telephony recordings – single file per Conversation;
 - Reconstruction Upgrade includes ability to search ANI/ALI from Search Panel instead of Advanced Search
 - Ability to off load to any storage device with no additional software. For example: audio can be saved virtually (VMware), NAS, Cloud, etc.
- Full onsite technical support using current terms and conditions – 7/24/365

○ Year 2 – Technology Upgrade

- Inform Software Upgrade to Allow for Text Messaging Capture;
 - When you are ready for Text messaging we will be able to capture the conversation within the Inform
 - Reconstruction Software Up[grade to provide a TEXT-911 csv/pdf for distribution within Organizer Web Distributions
- Full onsite technical support using current terms and conditions.

○ Year 3 -Technology Upgrade

- Inform Application release upgrade to **Version 8**
- Full onsite technical support using current terms and conditions

○ Year 4 - Technology Upgrade

- Full onsite technical support using current terms and conditions

○ Year 5 – Technology Upgrade

- Inform Application release upgrade to **Version 9**
- Full onsite technical support using current terms and conditions

• **TOTAL: \$85,810.00**

• **FIVE ANNUAL PAYMENTS OF \$17,162.00**