EXTENDED WARRANTY PLAN FOR VOICE LOGGING RECORDER LEVEL – *(M-F 8am-5pm)* ***GOLD***

7165 East University Drive
Suite 180
Mesa, AZ 85207
480.964.8911

Goserco, Inc.

For technical support: tech.support@goserco.com

Goserco, Inc. offers the following contract and conditions for extended warranty protection for, and covered services performed on, the listed equipment* installed at GILA COUNTY SHERIFF/PAYSON. All parties agree to abide by the terms specified by this contract.

CONTRACT PERIOD

Coverage under this contract begins at 12:01 am JANUARY 01, 2013, and terminates at 11:59 pm DECEMBER 31, 2013.

THIS CONTRACT PROVIDES FOR THE FOLLOWING

1. Support via e-mail (tech.support@goserco.com), telephone support, and on-site service when necessary, 8:00am - 5:00pm (local time) Monday through Friday (excluding holidays). Guaranteed response times as follows: M-F 8AM-5PM MST 2 hours within receipt of call or email. After hours and or "emergency" service calls (not covered under this contract and is billable at the current afterhours service rate) are responded to with 4 hours (only a voicemail, if left, on the on-call technical support personnel phone will be considered an emergency). Leaving a voicemail on the GOSERCO service line and or sending an email is NOT considered an emergency and will be responded to the next business day.

2. Response to requests for technical support or service received between 8:00am - 5:00pm (local time) Monday through Friday, excluding holidays. Calls for technical support or service received during these hours will be handled via telephone and/or remote access first - if it determined by technical support personnel that an on-site visit will be required, it will be scheduled accordingly.

3. Emergency on-site response (typically same day) is considered necessary when two or more channels are not recording. Please note that if any failure to record is determined to be due to some other factor besides the recording equipment (i.e. radio problem, phone problem, etc.) travel and on-site time charges will be incurred at the applicable hourly rates.

4. Parts – please note that due to great variation in customer environments, only two DVD-RAM drives (if installed in the system) per contract year are covered. Additional drives will be replaced at actual cost, with no labor charge. Also, please note that coverage for parts is contingent upon specific environmental and other requirements being met (please see terms and conditions).

5. Manufacturer recommended or required recording application updates (service packs, hot fixes, etc.). In general, recording application updates will be performed via remote access. If updates require upgrading clients, this service may be performed on-site. In the event that a manufacturer releases a no-cost version upgrade of recording application software, such upgrades will be delivered or performed with no labor charge (excluding shipping and handling for upgrade media).

6. This contract provides coverage for the voice logging recorder only. Peripherals (i.e. reproducer workstations, label printers, UPS equipment, etc.) are not covered, unless specified and agreed upon by both parties, and specifically listed on the following page.

7. "Refresher", or system training for new personnel, via remote access, provided up to twice annually (1 hr. each).

TERMS AND CONDITIONS OF THIS CONTRACT

1. This is an annual contract. This contract is to be billed and prepaid on or before the date of commencement, and billed each subsequent year until cancellation by either party.

2. All requests for technical support or service must include direct call back contact information. Customers must indicate, in writing, the person(s) authorized to call for service, and person(s) authorized to receive administrative system passwords, if such security is desired. Otherwise, by signing this agreement, customer agrees and authorizes that any calling party from their facility may receive such services or information.

3. For systems equipped with DVD-RAM drives, Panasonic DVD-RAM media is the only supported media. Requests for service related to archiving may be delayed if not using supported media.

4. Voice logging recorder **must be connected to** appropriate power from an **Uninterruptible Power Supply** (UPS) **at all times**. Absence of, or lack of appropriate maintenance of, appropriate UPS power will void coverage of voice logging recorder under this contract.

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TERMS AND CONDITIONS (Continued)

5. Remote access to voice logging recorder is required. This can be via dial-up, or Internet (VPN or web service). While it is not required that remote access is available 100% of the time (although this is recommended), emergency responses may require immediate remote access to the system for proper diagnostics and verification of system status. Goserco is not responsible for any delay due to holdup in establishing remote access to the system. The customer is responsible for providing all remote access site-specific details and any special remote access client software (when required). In the event that remote access is only granted on a case-by-case, or temporary basis, the customer is responsible for establishing the readiness (connecting phone line, enabling remote access, etc.).

6. Customer is responsible for maintaining equipment in an adequately-cooled and relatively dust-free environment.

7. Customer is responsible for providing the services of relevant I.T. personnel that may be required during repairs, updates, troubleshooting, etc. in a timely manner.

THIS CONTRACT DOES NOT PROVIDE FOR

1. Any technical support or service outside of 8:00am - 5:00pm (Arizona time) Monday through Friday – after hours, weekends, or Goserco-observed holidays, are outside the scope of this contract. If after hours technical support or service is requested, labor and travel will be computed at the applicable hourly rates for after hours, weekend, and holiday service.

2. Connection or repair of any telephone adapters (logger patches) and associated wiring, or feed source wiring.

3. Relocating, adding record channels, and/or moving of recorder equipment or installation of additional clients.

4. Repairs due to any power problem, or acts of nature regardless of cause (i.e., power surge, fire, water damage, lighting strikes, etc.) - all service requests that require an on-site response due to any power problem, or an act of nature, will be billable at applicable rates. Additionally, any damage due to power problems or acts of nature voids the parts warranty protection.

5. Problems resulting from any unauthorized changes or modifications to the operating system, including any malicious acts from external sources including but not limited to viruses, spyware, hacking attempts, etc.

6. Any internal networking configuration, problems, or modifications that may affect the recording system (such as restrictive domain policies), or the ability of remote clients to connect properly to the voice logging recorder.

7. Windows Updates and virus protection – these are the responsibility of customers with Windows-based systems. Both require manufacturer approval (and specific exclusions in some cases) via Goserco, Inc. prior to application.

8. Hardware upgrades or release-level software version upgrades in recording application software.

***LISTED EQUIPMENT**

MAKE	MODEL	SERIAL NUMBER	COMMENTS	AMOUNT
EVENTIDE	VR-725 64CH	**70000791**	48 VOIP & 16 Analog	3,748.50
TAX				
TOTAL				3,748.50

Goserco, Inc.	**Nikki Detente**	Customer Name	GILA COUNTY SHERIFF/PAYSON
Authorized Signature	Nikki Detente	Authorized Signature	
Today's Date	November 9, 2012	Today's Date	11/28/12

Attached exhibit "A" by mention is made a binding part of this agreement as set forth therein.

ATTACHMENT "A"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability: Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined: As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined: As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship of the Parties: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all

rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

H. Non-Waiver of Enforceability: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Severability: If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

J. Governing Law: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

K. Cancellation: This contract is subject to the cancellation provisions of A.R.S. §38-511.

L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

M. Legal Arizona Workers Act Compliance: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

GILA COUNTY:

GILA COUNTY MANAGER

Don E. McDaniel Jr.

Don E. McDaniel Jr.

11/21/12

Date

GOSERCO, INC.

Nikki Detente

Individual Authorized to Sign

Nikki Detente

Print Name

Administrative Assistant

Title

11-9-2012

Date