



May 01, 2019

Statement of Work

I RECORD UNIVERSE UPGRADE

I. PARTIES:

“RROS”	“Client”
Roach Reid Office Systems 2737 Gilchrist Road Akron, OHIO 44305 Attn: James H. Cline	Columbus Police Department 120 Marconi Blvd. Columbus, OHIO 43215 Attn: Sgt. James Jardine

II. SCOPE OF SERVICES: RROS is pleased to offer the following services under the terms and conditions of this Statement of Work (SOW).

- A. Service Description:** RROS will provide the following pre and/or post install:
- Installation of iRecord system as outlined in this SOW.
 - One year warranty service on any break/fix items related to the hardware or software of items installed per following agreement.
 - Additional Technical Service Agreement services per contract if client elects such services.
 - Client can get service assistance via ‘Service Call Procedures’ outlined below.
 - Warranty starts after install or 90 days after purchase unless install delayed by Roach Reid Office Systems.
 - Once warranty has expired, client may purchase TSA or go to Time and Materials billing.

Location

The Services will be performed at the following Client location(s):

- 120 Marconi Blvd. Columbus, OHIO 43215

B. Project Management: RROS will provide the following project management and technical direction:

- Serve as the primary point of contact on all project issues, needs and concerns
- Facilitate kickoff meeting to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and potential downtimes)
- Manage Client expectations and satisfaction throughout the life of the project
- Schedule and coordinate the necessary resources to support the project
- Provide team leadership and guidance
- Identify, escalate, and document project issues as necessary
- Complete “Change Request” documentation as required

C. RROS’ Responsibilities: RROS will provide the applicable and necessary labor, supervision, maintenance, consultation, materials, and/or tools to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, “Deliverables” means any

materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

- RROS will help coordinate a preinstall with the site POC to help both sides better understand the location for the equipment, the positioning of the cameras and microphones, the responsibilities of the client prior installation, and a tentative date for start and completion of project.
- Technician will adjust cameras during the initial install. Once the system acceptance has been signed, any additional camera adjustments will be on a bid/sales order basis. A project proposal will need to be signed by both parties.
- RROS is only responsible for the part numbers listed on the Sales Order.
- Provide the customer contact with updates throughout the install process; starting at the date of install until the acceptance has been signed off.
- Will conduct iRecord software set up, final terminations, and connection to the customer's network if required.
- Will train all personnel

D. **RROS' Limitations:** RROS will not provide the following but will work with the customer to help with proper completion.

- RROS does not run any cable. All cable must be pre-run and in the locations designated for all items to be installed prior to the installation date. This includes but is not only subject to the server location, cameras, microphones, and miscellaneous required equipment discussed in the pre-visit.
- RROS does not drill thru masonry to mount cameras and microphones or to perform any other task within the install process.

E. **Client's Responsibilities:** The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

- Client will provide a project contact with decision-making authority to support the scope of services described in this SOW and ensure the proper personnel are scheduled to review each completed Service or Deliverable upon notification of completion by RROS.
- Client will provide RROS the necessary access to internal experts, location(s), all critical systems, applications, workspace and equipment required at each field location to complete the project.
- Client will provide all necessary wiring and installation areas that are required for the successful completion of the project prior to RROS's arrival. Further, Client is responsible for all licensing requirements to be compliant per their own agreements. CAT5 cable for microphone for camera. Provide single gang drywall cutout for microphone, provide access if masonry exists. All cabling for the rooms will run to the server as well as having a Cat5 cable for connecting the server to the network unless the site does not require network connectivity.
- If required connect audio/video connectors to any observation room customer provided TV(s).
- Provide power receptacle within three feet of the server. A minimum of two receptacles is required.
- If customer requires antivirus software; they must provide their antivirus software at the time of install.
- Customer's IT department must provide static IP address.
- Client is not to schedule interviews during the installation process.
- Provide local admin rights to RROS for each PC remote browsers are installed on. Customer to provide hardware for client applications that meet or exceed specifications
- Have all personnel that will operate iRecord, onsite when training occurs.
- Do not perform any alterations on the iRecord systems without RROS approval.

F. Deliverables: RROS will provide the following deliverables:

- (2) iRecord Universe IP Turnkey Recording System (4-Rooms)
- (1) iRecord Universe IP Turnkey Recording System (2-Rooms)
- (1) iRecord Universe Enterprise Software
- (10) Axis P3374-LV Network Cameras (vandal resistant)
- (1) Axis Surveillance Card 64GB (10 pack)
- (10) Covert Light Switch Microphone
- (2) TP-Link 16 Port Manage Switch with PoE
- (1) Universe Accessories
- (1) iRecord Migration Tool
- (1) One Year Warranty on entire iRecord system.

G. Resource Team:

Account Executive, Roach Reid Office Systems – James Cline
Services Manager, Roach Reid Office Systems – Rick Tidd
Project Manager, Roach Reid Office Systems – Richard Jovanovich
SOW Prepared by, Roach Reid Office Systems – James Cline and Richard Jovanovich

H. Change of Scope Procedure: If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party, it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turnaround time for such determination is five (5) calendar days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Roach Reid Office Systems shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

III. SCHEDULE: The Project start date will be mutually agreed upon based on receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from the date of SOW signature may be required for scheduling purposes.

A. Estimated Duration: The Project's duration will be approximately 5 days.

IV. PRICING/INVOICING:

A. Flat Project Price: As consideration to Roach Reid Office Systems for performance of the Services, Client shall pay Roach Reid Office Systems the flat project price of **\$75,411.00**. The total amount paid to Roach Reid Office Systems will not exceed the total fixed price without the prior written approval of Client.
Client will not reimburse Roach Reid Office Systems for travel expenses, if any are required. Client will reimburse Roach Reid Office Systems for any taxes incurred. If Client believes they are tax-exempt and/or the services provided are not subject to any taxes, Client will provide Roach Reid Office Systems with the proper documentation required by the taxing jurisdiction where the services are performed.

A. Pricing Notes:

- a. Pricing is valid for 45 days from the date of this SOW.
- b. Flat Project Price is based upon Client providing unrestricted access to internal experts, location(s), all critical systems, applications, and hardware required to complete the project.
- c. If a Roach Reid Office Systems engineer arrives on site per an agreed upon schedule and is unable to start or complete the project due to any Client, site, and/or equipment issues, a fee equal to time expended and applicable travel expenses will be incurred, and Roach Reid Office Systems will have 10 business days to schedule the return visit if required.

V. SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS:

- A. Project Kickoff:** A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).
- B. Business Hours:** Work will be performed during normal business hours unless otherwise mutually agreed upon. Normal business hours are defined as an eight (8) hour day, Monday through Friday, excluding designated Roach Reid Office Systems Holidays. Notwithstanding anything in this SOW to the contrary, any work performed outside of these normal business hours will be billed at \$225 per hour per resource.
- C. Project Specific Assumptions:**
1. Each party agrees that personnel will not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline a service request if the request falls outside their scope of experience and expertise.
 2. This engagement does not include:
 - a. Electrical or cabling services
- D. Constraints:** Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Roach Reid Office Systems prior to commencement through the Change Request process.
- E. Reference:** Upon successful completion of the engagement, Roach Reid Office Systems may use the project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Roach Reid Office Systems and Client.
- F. Case Study:** Upon successful completion of the engagement, Roach Reid Office Systems may ask Client to serve as an account case study for Roach Reid Office Systems. If Client agrees, Roach Reid Office Systems will prepare a marketing release for publication of non-confidential aspects of the project (to be reviewed in advance by Client), in conjunction with Client's name.
- G. Terms and Conditions.** The General Terms and Conditions attached are incorporated and made part of this SOW.

General Terms and Conditions

1. **Entire Agreement.** The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between RROS and Client, collectively referred to as the "SOW". This SOW, together with all attachments, exhibits and addenda, forms the entire agreement between the parties relating to the Services to be provided by RROS to Client and supersedes any prior representations or agreements, oral or written, and all other communications between the parties relating to the subject matter.
2. **Term.** The term of this SOW will commence on the date last signed by the Authorized Representative of each party and will expire upon the completion of the Services or as otherwise provided under Section 3 below.
3. **Termination.** RROS or Client may terminate this SOW with or without cause with 30 calendar days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or expenses incurred, in accordance with this SOW.
4. **Invoicing/Payment.** Services will be invoiced in accordance with this SOW. Client must pay all invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.
 - (a) **Credit/Late Payment.** RROS retains the right to decline to extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record.
 - (b) **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on RROS's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide RROS a tax exemption certificate, which will be subject to review and acceptance by RROS.
5. **Services.**
 - (a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by RROS as individual products or part of a software image, or by any other party or method).
 - (b) **Intellectual Property Rights.** RROS retains all right, title and interest in any pre-existing intellectual property that is owned by RROS ("RROS IP"), and which may be used in carrying out the Services, including any modifications or improvements made to RROS IP during or as a result of the Services to be performed under this SOW. Except for RROS IP and upon payment in full of all amounts due RROS, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by RROS specifically for Client as part of the Services to be performed under this SOW ("Work Product") shall be owned by Client. RROS hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use RROS IP in the course of Client's internal, business operations.
6. **Limited Service Warranty.** RROS represents and warrants that:
 - (a) It has the full power and authority to enter into this SOW;
 - (b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;
 - (c) Services performed by RROS will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 calendar days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to RROS's performance under this SOW; and
 - (d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party
7. **Warranty Disclaimer.** THE EXPRESS WARRANTIES IN SECTION 6 ARE IN LIEU OF, AND RROS EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of RROS or any other party is authorized to make any warranty in addition to those made in Section 6. RROS will have no obligation with respect to any warranty claim if the claim is the result of damage caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of RROS, or damage caused by disaster such as fire, flood, wind or lightning.
8. **Remedies.** THE FOLLOWING ARE THE PARTIES' RESPECTIVE SOLE AND EXCLUSIVE OBLIGATIONS, AND SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY ACTION FOR BREACH OF LIMITED WARRANTY.

(a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at RROS's expense. No re-performance shall extend any warranty period. If RROS is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the Parties, RROS will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services..

(b) **IP Infringement.** If Client's use of Work Product delivered under this SOW is, or is likely to be, enjoined due to a third party Claim of infringement or misappropriation, RROS will, at its expense, (i) procure for Client the right to continue using the Work Product, or (ii) replace or modify the Work Product to make it non-infringing. If neither of the foregoing alternatives is commercially reasonable, RROS shall refund any fees paid for the infringing Work Product.

(c) **Credits.** Any credits issued to Client by RROS for any reason must be applied by Client within two years from the date the credit is issued. If not used within such period, credits will automatically expire.

9. Confidential Information. RROS and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Upon completion or termination of this SOW or upon request of RROS or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by RROS's or Client's breach of this SOW; was acquired by RROS or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to RROS or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by RROS or Client without reference to Confidential Information.

10. Indemnification.

(a) **Infringement.** RROS will indemnify and defend Client, its officers, directors, employees, agents and affiliates from and against any third party Claims that any Work Product, as defined under this SOW, infringes any U.S. patent, copyright, trademark, or trade secret. RROS will pay all damages, costs, and expenses finally awarded to third parties against Client in such action or agreed to in settlement. RROS will not be liable for any infringement claim if (i) the Work Product was created in accordance with Client's sole design or specifications, (ii) Client continues using the Work Product after receiving notice from RROS to discontinue use, (iii) Client altered the Work Product, or (iv) Client used the Work Product in combination with any other product, program or data not authorized by RROS or its agent, and such infringement claim would not have occurred absent such combination.

(b) **Procedures.** In the event that any Claim is made or suit is commenced by a third party against a party or other entity entitled to indemnity under this Section 10 (an "Indemnified Party"), the Indemnified Party shall: (i) give prompt written notice of such demand, claim or suit to the party that has an indemnity obligation (the "Indemnifying Party"); and (ii) provide reasonable assistance and cooperation in the defense and settlement of any claim or legal proceeding. Notwithstanding the foregoing, if the Indemnifying Party fails to assume its obligation to defend, the Indemnified Party may do so to protect its interests and seek reimbursement from the Indemnifying Party.

11. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION,) ARISING UNDER THIS SOW REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR CLAIMS OF NON-PAYMENT, THE AMOUNT OF DIRECT DAMAGES RECOVERABLE FROM A PARTY UNDER THIS SOW IS LIMITED TO THE TOTAL AMOUNT PAID OR TO BE PAID BY CLIENT UNDER THIS SOW. THIS LIMITATION IS CUMULATIVE AND NOT PER INCIDENT.

NO ACTION, WHETHER FOR INDEMNIFICATION OR OTHERWISE, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS SOW, MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE DAMAGE, LOSS OR EXPENSE OCCURRED.

12. Security and Backup. Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. RROS will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by RROS's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

13. Insurance. RROS will carry adequate insurance coverage to provide Workers Compensation insurance as required by applicable state law, including Employer's Liability insurance with limits of at least \$300,000 each accident; comprehensive Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit; and comprehensive General Liability insurance with limits of not less than \$1,000,000 each occurrence.

14. Notices. Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal

notices must be sent with a copy for RROS addressed to: RROS, 2737 Gilchrist Road, Akron, OH 44305, Attn: Legal Department.

15. Governing Law. This SOW will be governed by the substantive laws of the State of Ohio without giving effect to any choice-of-law rules.

16. Non-Solicitation & Non-Hire. Both parties agree that during the time that RROS is rendering Services under the terms of this SOW and for 1 year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

17. General. Services will be deemed accepted upon completion unless otherwise specified. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that RROS will have the right to assign this SOW to its affiliates. RROS may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted in this SOW. RROS is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, or material shortages. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. RROS is an independent contractor to Client. No personnel employed or engaged by RROS to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. RROS has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

By signing below, the undersigned agree to all the terms set forth in this SOW, which includes the Statement of Work, the General Terms and Conditions, the Technical Services Agreement, and the Service Request Procedure.

ROACH REID OFFICE SYSTEMS

CLIENT

By: _____
Authorized Representative

By: _____
Authorized Representative

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (CLIENT TO SELECT ONE OPTION BELOW):

Mail Invoice - Hard copy invoice will be mailed to:

Company Full Name: _____

Address: _____

Attention: Accounts Payable or: _____

Accounts Payable Contact: _____

Phone: _____

- Email Invoice** - Invoice copy will be sent electronically via e-mail to:

PO Process:

CLIENT TO SELECT ONE OPTION BELOW:

- Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW.
Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number: _____

PO Release Number (if applicable): _____

Internal Billing Reference Number/Name: _____

- Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.



Technical Services Agreement

This is a technical services agreement (hereafter referred to as **Agreement**) between Roach Reid Office Systems, Inc. (hereafter referred to as **RROS**) and the Customer; **Columbus Police Department** (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.

RROS agrees to support, maintain and repair Customer's equipment and/or software listed below on a best efforts basis for the charges shown on the price tab. This Agreement becomes effective upon completion of installation, and shall continue for the term, also shown on the price tab. No refunds shall be given for Technical Services Agreements 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 RROS's then current annual rates unless either party provides written notice of non-renewal at least 30 days prior to the applicable expiration date.

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

- A.** Support on software and equipment listed on the quotation tab of this agreement hereto. RROS 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.** Support to be provided Monday – Friday between 8:00 AM and 5 PM EST, excluding RROS holidays.
- 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 RROS. RROS 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. RROS personnel will perform the installation or repair of any RROS 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 RROS's regular business hours.
- E.** All training by RROS will be done at Customer's site or a RROS 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 RROS. 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.** RROS will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment. RROS will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of our RROS Computer System. The Customer agrees not to load any software on our RROS computer without written permission from the RROS Service Manager. RROS is not responsible for telephone lines, induced noise by radio stations and other equipment, cabling and connections other than those items RROS supplies to the Customer to install RROS equipment.
- C.** RROS 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.** RROS 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 Roach Reid Office Systems, Inc. rates.

G. RROS shall not have any obligations with respect to problems due to any modification of the equipment or software by anyone other than RROS, the improper combination of equipment or software with other products not provided by RROS, or the use of the software or equipment in an unreasonable manner. Any services that RROS agrees to perform due to the foregoing shall be charged at then current rates.

H. RROS 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 RROS agrees to perform due to the foregoing shall be charged at then current rates.

III. EXCLUSIONS RROS will not provide:

A. Electrical work or cables, plumbing, drilling or carpentry work external to RROS equipment.

B. Maintenance of accessories, attachments or other devices not furnished by RROS.

C. Free loaner equipment. RROS recommends the Customer buy spare terminals and accessories to replace broken units until RROS 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 RROS support technician. See RROS 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, and 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: RROS is providing technical services and support in lieu of any warranties or service commitments from RROS to the fullest extent permitted by law, the services herein and the software and equipment are provided "as is." RROS 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 RROS. RROS 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. RROS 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 RROS written notice of its intent to terminate within 30 days of its receipt of notice from RROS regarding the change, in which case RROS will provide a pro-rata refund of pre-paid technical service fees for the remainder of the term.

V. LIABILITY DISCLAIMERS RROS 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 RROS, 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:

RROS 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. Except with respect to damages caused by RROS's willful misconduct, RROS'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 RROS approved uninterruptible Power Supply (UPS) and to use RROS 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 RROS for an additional charge as new people are hired to run the equipment. The Customer shall make the equipment available to the technical

services representative as soon as a representative arrives on-site and agrees to allow the RROS technical services representative access to the equipment, immediately upon arrival. 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 in Exhibit A. 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, RROS will invoice Customer at standard RROS 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 Ohio 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 Franklin County, Ohio. Each party expressly agrees that Franklin 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 Franklin County under any preferred venue requirements of Ohio 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.



Service Request Procedures

**Roach Reid Office Systems
Technical Services Request Procedure**

If your equipment is not under warranty or does not have an active maintenance contract, you may incur charges for telephone support.

8:00 am to 5:00 pm EST Technical Services Call Procedure

1. Call our office at 330-253-2000 or 800-676-7343. The call will be answered by a live operator/dispatch representative. On the rare instance you get voicemail, leave a voicemail message and someone will get back to you promptly. You may also email the help desk at support@rros.com. You will need to provide the following information:
 - Account name (Including building #, Dept. # or Court Room # etc.)
 - Contact person's name and a direct phone number.
 - Physical location of equipment and access information.
 - Equipment model number and serial number.
 - The problem you are having with equipment.
2. We will open a work order that will be assigned to a Technical Services Technician.

After-Hours Technical Services Call Procedure

1. Call our office at 330-253-2000 or 800-676-7343. You may also email the help desk at support@rros.com.
2. Leave the same information in the voice mailbox or email as requested under step 1 above.
3. The emails and voice mails will be answered on the next business day.

Model Number _____
Serial Number _____