

Quality Recording Solutions, LLC - Maintenance Services Agreement

THIS AGREEMENT is made the _____ day of _____, _____

BETWEEN:

QUALITY RECORDING SOLUTIONS, LLC

("QRS")

located at

425 E Crossville Road suite 207

Roswell, Georgia 30075

and

**CARROLL COUNTY,
GEORGIA BY AND
THROUGH ITS BOARD
OF COMMISSIONERS**

("Client")

located at

896 Newnan Rd.

Carrollton, GA 30117

Maintenance Services Agreement with Quality Recording Solutions, LLC

THE PARTIES AGREE:

1 Definitions

- "Contract Period" means the period outlined as Contract Period as set out in Schedule 1.
- "Coverage Hours" means the period outlined as Coverage Hours as set out in Schedule 1.
- "Location of Equipment" means the Location of the Equipment as set out in Schedule 1.
- "Response Time" means the period elapsed during the Coverage Hours from the time of telephone receipt at the Quality Recording Solutions Helpdesk of Client's report of a potential problem and Quality Recording Solutions subsequent contact with Client by telephone or other media by a service engineer.
- "On Site Support" means the period elapsed during the Coverage Hours from the time of agreement by the Quality Recording Solutions Helpdesk and the Client that on site remedial action is required to resolve a report of a potential problem and the arrival at the Location of Equipment address by a service engineer.
- "Order Confirmation" means a Maintenance Services Order Confirmation substantially in the form set out in Schedule 1 and executed by both parties.

2 General

- 2.1 the execution by both parties of this Agreement shall be an acknowledgement that the terms of this Agreement shall apply to such Order Confirmation. This agreement only becomes binding on Quality Recording Solutions when signed on its behalf by an authorized signatory of Quality Recording Solutions.
- 2.2 this document, the Order Confirmation, and the clients standard addendum contain all the terms of the agreement between the parties and no variations will be valid unless agreed in writing by an authorized signatory of both parties. In the event of a conflict between this document, order confirmation and clients standard addendum, the addendum shall control.
- 2.3 The Order Confirmation defines any facilities, information, materials and resources ("Client Resources") to be provided by Client. Additional costs or expenses incurred by Quality Recording Solutions because such Client Resources are not provided or are not satisfactory shall be reimbursed by Client. Quality Recording Solutions shall in no event be liable for any loss or further expenses incurred as a result of Client's failure or delay in providing Client Resources or arising as a consequence of any inaccuracies therein.
- 2.4 this agreement is governed in all respects by the laws of the state of Georgia, without reference to any conflict of law rules.
- 2.5 any notice to be served on either party shall be in writing and shall be sent by certified mail to the address given in this agreement or such other address as may have been notified for that purpose and shall be deemed to have been received 48 hours after having been sent.

3 Services Provided by Quality Recording Solutions

Quality Recording Solutions agrees:

- 3.1 to provide service engineer visits to the Location of Equipment between the Coverage Hours specified in the Schedule including all labor and travel expenses as deemed reasonably necessary by Quality Recording Solutions.
- 3.2 to use reasonable endeavors to meet the Response Time shown in the Schedule.
- 3.3 to use reasonable endeavors to assist Client to recover data which has been recorded by the Equipment on storage media and has been corrupted by system failure; this in no way constitutes a guaranty or other consequent liability to Quality Recording Solutions for any failure to recover data.
- 3.4 to use reasonable endeavors to remedy any defect in the Licensed Software which causes it not to conform with the specifications laid down from time to time by the software licensor (Eventide).
- 3.5 to provide minor version upgrades of the Licensed Software within the same major version number release. Such minor version upgrades include only those software releases, as determined by Quality Recording Solutions, that either remedy

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deficiencies in the software or improve operating performance of the software without altering its basic functionality or adding new functionality. Such minor version upgrades will be installed by Client.

- 3.6 to repair or replace at Quality Recording Solution's option any part of the Equipment which has failed during normal use. New or equivalent to new standard parts will be used in making repairs. Quality Recording Solutions will be responsible for the availability of parts needed for repairs only to the extent that such parts are reasonably available on a commercial basis.
- 3.7 to remove any part of the Equipment to Quality Recording Solution's workshop for the purpose of repair if necessary, in the opinion of Quality Recording Solutions.

4 Exclusions

Quality Recording Solutions is not responsible for:

- 4.1 labor, travel costs, or parts necessitated by carelessness, operator error, mis-use or accident as well as services provided outside of the Coverage Hours, will be charged at Quality Recording Solution's standard service rates in effect at the time.
- 4.2 major version upgrades of the Licensed Software.
- 4.3 damage or operating performance problems caused by the Client's relocation of equipment from its original installation site. Quality Recording Solutions, at the request of Client, will move and re-install the Equipment and Licensed Software at another location of the Client for which Client will be charged for such move at Quality Recording Solution's standard service rates in effect at the time (see restriction on geographic relocations in 6.5 below).

5 Condition of Equipment

- 5.1 except for Equipment and Licensed Software purchased from Quality Recording Solutions within the twelve months preceding the Commencement Date as listed in Schedule 1 or for Equipment and Licenses Software which has been under a continuous maintenance agreement with Quality Recording Solutions, the Client will provide written documentation to demonstrate that all Equipment and Software listed in Schedule 1 has been under a continuous full maintenance agreement by an authorized Quality Recording Solutions service provider for at least one year preceding the Commencement Date. Such written documentation will be provided to Quality Recording Solutions before the Commencement Date of this Agreement. In the event that the Client is unable to provide this written documentation, the Client will be required, as a condition of this Agreement, to have such non-qualifying Equipment and Licensed Software certified by Quality Recording Solutions and brought into current standard working condition. The cost for such certification to the Client will be at Quality Recording Solution's then standard service and material rates. Certification of the Equipment and Licensed Software must be completed prior to the commencement of the Contract Period.

6 Client's Obligations

Client agrees:

- 6.1 to pay the Maintenance Agreement Price as listed on Schedule 1 (plus sales tax as applicable) on the later of the Commencement Date of this Agreement or 15 days from the date of Quality Recording Solution's invoice to the Client for the Maintenance Agreement.
- 6.2 to operate the Equipment and the Licensed Software in accordance with the operating instructions provided with the Equipment and to carry out all routine day to day preventative maintenance measures specified in those instructions or as otherwise communicated in writing by Quality Recording Solutions.
- 6.3 to allow Quality Recording Solution's personnel or its authorized third-party representative access to the Equipment and proper facilities to enable Quality Recording Solutions to carry out its obligations.
- 6.4 not to alter, change, replace, or add anything in or about the Equipment or the Licensed Software or allow anyone (except Quality Recording Solutions or its authorized third party representative) to do so.
- 6.5 not to move the Equipment or the Licensed Software without giving Quality Recording Solutions at least 7 days advance notice in writing of the address to which it will be relocated which address must be within 50 miles of the original location specified in Schedule 1 (see Quality Recording Solutions waiver of responsibility for moves not performed by Quality Recording Solutions in 4.4 above).
- 6.6 where requested by Quality Recording Solutions to provide telephone line(s) at the Client's expense to enable remote diagnostics to be performed on the Equipment and/or Licensed Software by Quality Recording Solutions

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7 **Restrictions on Liability**

- 7.1 neither party shall be liable for any failure to perform its obligations due to reasons outside its control including (without limitation) acts of God, war, lock out or other labor disputes, riot, civil commotion, fire, flood, drought, legislation.
- 7.2 Quality Recording Solutions has no liability for loss of stored data.
- 7.3 Neither Party has liability for consequential loss, loss of profit, goodwill or work stoppage.
- 7.4 Quality Recording Solutions has no liability for an act or event occurring external to the Equipment and/or Licensed Software which causes either directly or indirectly, a failure or malfunction in the Equipment and/or Licensed Software, including without limitation, failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the Equipment to the telecommunications system or the operating telephone utility or abnormal power fluctuations, to include but not limited to surges, brownouts, and commercial power outages or failures which adversely affect the Equipment and/or Licensed Software.
- 7.5 Quality Recording Solutions has no liability for any other acts or events which may adversely affect the performance of the Equipment and/or Licensed Software occasioned by acts of the Client or a third party caused by use of the Equipment and/or Licensed Software in combination with any other equipment, software, or apparatus not approved by Quality Recording Solutions for such combined use.
- 7.6 Quality Recording Solutions has no liability for obsolete and/or non-repairable Equipment or Licensed Software.

8 **Termination**

- 8.1 Quality Recording Solutions may end this agreement immediately if Client breaks any of its obligations.

9 **Indemnity**

- 9.1 Each party will keep the other indemnified against any and all loss, damage or liability (whether civil or criminal) suffered and reasonable legal fees and costs incurred by the other as a result of a 3rd party claim arising out of or related to this agreement including any act, neglect or default by agents, employees, licensees or customers and breaches resulting in any successful claim by any third party.

10 **Entire Agreement**

- 10.1 This Agreement constitutes the entire subject matter of this Agreement and supersedes any prior understanding or agreement between the parties.

11 **Assignment**

- 11.1 This Agreement may not be assigned without the prior written consent of the parties hereto.

12 **Severability**

- 12.1 In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

13 **Amendment**

- 13.1 This Agreement may be amended only in writing executed by the parties hereto.

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Signed for and on behalf of QUALITY RECORDING SOLUTIONS, LLC Signed for and on behalf of CARROLL COUNTY,
GEORGIA, BY AND THROUGH ITS BOARD OF
COMMISSIONERS

Dated: November 12, 2021

Dated _____

Signed: 

Signed _____

Name: John LoSchiavo

Name _____

Title: President

Title _____

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SCHEDULE 1

MAINTENANCE SERVICES ORDER CONFIRMATION

This Order Confirmation is made pursuant to an agreement between QUALITY RECORDING SOLUTIONS, LLC and Client; Document Reference MSA-1:

Client: Carroll Co 911

The Equipment: Model: NexLog740DX Serial Number:
 Model: Serial Number:
 Model: Serial Number:

Licensed Software: _____

Original Purchase Date of Equipment _____; **Original Purchase Date of Licensed Software** _____

Location of Equipment: 896 Newnan Rd.
 Carrollton, GA 30117

Contact Name: Clay Patterson
Phone: 770-830-5922
Fax: 770-214-3120

Maintenance Service: Standard / Extended / Premium/Platinum (circle appropriate level of service)

Maintenance Service Package:	Service Package	Coverage Hours	Response Time	On Site Support
	Standard	09:00am- 5:00pm (Client local time) Monday to Friday inclusive but excluding Public Holidays	2 Hours	8 Hours
	Extended	07:00am – 9:00pm (Client local time) Monday to Friday inclusive but excluding Public Holidays	2 Hours	8 Hours
	Premium	24 hours a day Monday to Friday inclusive but excluding all Public Holidays	2 Hours	6 Hours

The following definitions apply to the levels of maintenance service listed above:

"Response Time" means the period elapsed during the Coverage Hours from the time of telephone receipt at the Quality Recording Solutions Helpdesk of Client's report of a potential problem and Quality Recording Solution's subsequent contact with Client by telephone or other media by a service engineer.

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