



SERVICE AGREEMENT

BETWEEN

Cleveland County Sheriff's Office

And

VOICE PRODUCTS SERVICE, LLC

Regarding the Equipment installed at:

**2600 W. Franklin Road
Norman, OK 73069**

VOICE PRODUCTS SERVICE, LLC
8555 East 32nd Street North
Wichita, KS 67226
(316) 616-1111
FAX (316) 263-1823

SERVICE AGREEMENT

This agreement is between VOICE PRODUCTS SERVICE, LLC, 8555 East 32nd Street North, Wichita, KS 67226, which shall include the authorized representatives of VOICE PRODUCTS SERVICE, LLC and Cleveland County Sheriff's Office, hereinafter referred to as the Customer. The terms "we", "us" and "our" in this Agreement refer to VOICE PRODUCTS SERVICE, LLC, VOICE PRODUCTS, Inc. and the employees and representatives of those companies. This Agreement covers the Equipment described in proposal number P111290 and is attached to and is a part of this Agreement.

VOICE PRODUCTS SERVICE, LLC is the obligor on this Agreement but will not perform any repair services. Instead VOICE PRODUCTS SERVICE, LLC will pay for the repair services provided by VOICE PRODUCTS, Inc. based upon the coverage terms in the Agreement.

WHEREBY IT IS AGREED AS FOLLOWS:

Conditions of Equipment at Commencement of Agreement:

VOICE PRODUCTS, Inc. represents and warrants that the Equipment operates within the manufacturer's specification and has been comprehensively inspected by a qualified engineer, trained and skilled in the performance of the specific services invoiced, and delegated by the manufacturer. Furthermore, any coverage or rights of the Customer under any other warranties shall remain in effect, and shall not be mitigated by virtue of this Agreement.

GENERAL INFORMATION

Normal Service Hours: Normal remote service hours are 8:00 AM to 5:00 PM, central time, Monday through Friday, excluding the holidays listed below. Extended Service Hours are hours outside of the Normal Service Hours. Normal service hours are 8:00 AM to 5:00 PM central time.

Company Holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

In the event that a holiday falls on a weekend, we reserve the right to designate a weekday as a holiday for employees.

How to Report an Issue: Customer will report technical issues with Equipment or software to the VOICE PRODUCTS, Inc. Help Desk. **Trouble tickets may be opened via telephone contact by dialing (800) 466-1152 or (316) 616-1111.** If calling outside of normal service hours an on-call Product Support Engineer will be paged. If your preference is for VOICE PRODUCTS, Inc. to wait until the next business day to address the issue, please indicate so when you call. Customer may also report issues by email to support@voiceproducts.com.

We kindly ask that you do not attempt to contact a Product Support Engineer directly.

Customer's Designated Contact should be prepared with the following information when reporting an issue:

1. Serial number of Equipment with issue being reported (if applicable).
2. Specific error message being received. (if applicable)
3. If a recording issue; Specific devices not being recorded, with agent ID, extensions, channel number (if applicable).
4. If a Playback issue; Which PC is experiencing the problem and does playback still work on other PCs?
5. If calling about an existing ticket, provide the ticket number.

The Product Support Engineer will triage the initial symptoms reported. Please do not attempt to repair the system yourself as this could result in additional time troubleshooting and additional charges.

If necessary, the engineer will remote into the Customer's system to conduct remote diagnostics as well as continue to try to resolve the issue over remote web connection. If an issue appears to be product software related, a ticket with the manufacturer may be opened.

The Technical Services Manager will determine if an on-site visit is required by a Product Support Engineer to resolve the issue. The Customer will designate at that time the Customer Contact from whom the Product Support Engineer will take direction and who will be the primary communication link while on-site.

If customer request on-site service when the issue could have been resolved by remote service a one-way travel charge at our current hourly rate will be charged.

When on-site, the Product Support Engineer will communicate directly with the Customer Contact regarding arrival to and departure from premises, work requirements in sensitive locations, and needed Customer assistance.

Before departure, the Product Support Engineer will update the Customer Contact the work that has been done and describes any outstanding issues.

The Customer shall not, in any circumstances, alter or add to the Equipment and/or software without our consent (which shall not be unreasonably withheld).

Severity Levels and Escalation Path:

Severity Level 1 – “CRITICAL FAILURE” – Any failure of covered items which results in loss of substantial number of recording channels, affected users, or data (audio, screens or both), or if allowed to persist will result in such loss. The loss has been shown to be caused by a defect in covered items. (e.g. Hard drive down, unable to record on one or more systems), and NOT defects in 3rd party products or within the Customer environment.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Sixty (60) minutes after receipt of call from Customer’s authorized representative.
On-Site Response Time	These issues are typically corrected via remote access to the system. If not able to resolve remotely and if final diagnosis of issue reveals a need for on-site personnel, an on-site visit will be scheduled.
Level of Service	Reasonable effort until the issue is resolved or a work around is provided. The resolution process is ongoing until the issue is solved. Critical failures are typically resolved within 24 hours.

Severity Level 2 – “LIMITED FUNCTIONALITY” – The majority of the users at a Customer’s site are affected, but the issue does not affect the system functionality. The issue has a high visibility and although there may be a work around, performance may be degraded or functions limited. Issue may be due to a non-critical part failure or software malfunction. Level 2 issues frequently require manufacturer involvement, and occasionally require manufacturer R&D –level involvement, which may take longer to resolve. (e.g., evaluation form is unavailable, reporting is unavailable).

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Two (2) Hours after receipt of call from Customer’s authorized representative.
On-Site Response Time	These issues are typically corrected via remote access to the system. If not able to resolve remotely and if final diagnosis of issue reveals a need for on-site personnel, an on-site visit will be scheduled.
Level of Service	Reasonable effort until the issue is resolved or a work around is provided. The resolution process is ongoing until the issue is solved.

Severity Level 3 – “WORK IMPEDING OR INCONVENIENT” – A single user or small percentage of users are affected, or the issue has limited visibility.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Within 24 hours after receipt of call from Customer’s authorized representative.
On-Site Response Time	Typically resolved via remote system access
Level of Service	The resolution process is ongoing until the issue is solved.

Severity Level 4 – “WORK UNIMPEDED” – Request for technical correction when not service impacting. Users are not immediately affected.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Within 48 hours after receipt of call from Customer’s authorized representative.
On-Site Response Time	Typically resolved via remote system access
Level of Service	The resolution process is ongoing until the issue is solved.

Escalation Contact Table

NAME	TITLE	EMAIL ADDRESS	PHONE NUMBER
Ron McCrossen	Regional Voice and Video Logging Manager	rmccrossen@voiceproducts.com	(316) 616-1111 x 334
Stuart Peters	Vice-President and CFO	speters@voiceproducts.com	(316) 616-1111 x 211
Dean Tullis	President and CEO	dtullis@voiceproducts.com	(316) 616-1111 x 212

What Level of Support does my Service Agreement Provide?
Annual support coverage will be in accordance with the Service Agreement purchased.

Gold
• Remote Diagnostics (Monday-Friday 8-5 central time, excluding holidays) • On-site Hardware Support – Parts and Labor (Monday-Friday 8-5 central time, excluding holidays) • On-site Software Support – Labor (Monday-Friday 8-5 central time, excluding holidays) • Travel Expenses included for support visits. (Monday-Friday 8-5 local time, excluding holidays) • After hours Remote Diagnostics, Hardware Support and Software Support at hourly rates. • After Hours Support - \$375.00 per hour. 1 hour Minimum. • Holiday and Weekend Hours Support - \$500.00 per hour. 1 hour Minimum.

1. Repair and Replacements

In the event of any equipment failure during the term of this Agreement, VOICE PRODUCTS SERVICE, LLC will pay to repair or replace all defective components. Such repair or replacement shall be at no additional charge to the Customer except if caused by accident or negligence or improper use on the part of any person other than the staff of VOICE PRODUCTS SERVICE, LLC or VOICE PRODUCTS, Inc., or if caused by unsuitable electricity supply. All defective component parts so replaced shall become the property of VOICE PRODUCTS SERVICE, LLC. All repair parts shall be new or warranted as new.

2. Limits of Liability

Except as herein expressly stated, we shall not be liable for consequential loss, damage, or injury arising from any stoppage, breakdown, or failure of the Equipment, except where caused by the negligence of or breach of this Agreement by us or our failure to exercise reasonable skill and care in carrying out any work pertinent to this Agreement, but we shall use our best endeavors to remedy any stoppage as promptly as we are able and likewise shall use our best endeavors to keep the Equipment in good working order. If, however, personal injury or damage to property is caused by our negligence then we shall accept liability. For any single claim, the limit of liability under this Agreement is the lesser of the cost of (1) authorized repairs or (2) replacement with a new or refurbished product of like kind and quality that is of comparable performance. The total liability under this Agreement is the current market value of the equipment, as determined by us, not to exceed the original purchase price of your equipment, including taxes. Technological advances may result in a replacement product with a lower selling price than the original product.

3. DATA.

Customer grants Business Associate the non-exclusive, right to use, copy, store, disclose, transmit,

modify, and create derivative works from customer data as necessary to: (a) provide any Services to customer: (b) for internal business purposes, such as to provide support for Services, monitor the performance and stability of their Services, and/or improve the Services and other products offered to customer: and (c) as otherwise required by applicable laws or as agreed to in writing between the parties. Business Associate may sublicense its rights set forth in this Section to any vendor or service provider whose products or Services are included in or incorporated into the Services. Subject to the rights set forth herein, Customer retains all intellectual property rights and other rights in Customer Data. Customer is responsible for its Customer data and will comply with all applicable laws when using the Services. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, and permissions necessary for Business Associate to process data as set forth in this agreement.

4. Property of VOICE PRODUCTS, INC.

Service materials, tools, documentation, diagnostics, test equipment and software, etc. provided by us shall remain the exclusive property of VOICE PRODUCTS, Inc.

5. Customers Responsibilities

- A. Keep and operate the Equipment in a proper and prudent manner and at the same location within the United States, readily accessible to our personnel.
- B. Promptly notify us at the above address of any change in location of the Equipment.
- C. Make all payments due hereunder to VOICE PRODUCTS SERVICE, LLC at the address above stated within 30 days of the date on which such payments are expressed to be payable hereunder.
- D. Promptly notify us of faults, service issues or defects in the Equipment.
- E. Provide an adequate and suitable electricity supply in accordance with advice given by VOICE PRODUCTS, Inc. to the Customer in the sales proposal.
- F. Use only those materials and supplies (including removable media) approved by VOICE PRODUCTS, Inc. or approved by the manufacturer.
- G. Provide our service personnel full and reasonable access to the equipment Location(s) for the purpose of performing service.
- H. Provide a safe working environment for our service personnel.
- I. Provide us with reasonable access to and use of any machines, attachments and/or communications facilities (at no charge) which are necessary to facilitate service.
- J. Maintain and control proper site environmental conditions.
- K. Customer shall not perform, or cause to be performed any alterations to the system.
- L. Provide remote access for our remote troubleshooting and help desk support.

- M. Perform system administration (e.g., defining user status and system permissions, changing and labeling audio Archive Media). Completing system administration training for on-site administrators is mandatory.
- N. Customer is responsible for protection of the system from virus/malware infection. Any service hours attributable to a system infection will be billed at VOICE PRODUCTS, Inc.'s prevailing hourly rate, subject to availability of VOICE PRODUCTS, Inc.'s service personnel.
- O. Contact us prior to installation of other third party software (such as anti-virus software) to confirm compatibility with the Customer's system.
- P. Contact us before making changes or modifications to System logins and passwords.
- Q. Contact us before making changes to systems that integrate with your System (e.g., Telephone system upgrades, CTI servers, network or firewall changes) to determine if there are implications to your system.
- R. Ensure Customer's designated contact(s) is (are) fully trained on proper administration, use and functionality of the system. If additional training or retraining is required, contact us to be put in touch with the training department. Training is no charge during the Service Agreement term.
- S. Provide regular and frequent communication to VOICE PRODUCTS to assure proper understanding of Customer issues and provide feedback to VOICE PRODUCTS with confirmation that an issue has been resolved.

6. Our Responsibilities

VOICE PRODUCTS SERVICE, LLC in cooperation with VOICE PRODUCTS, Inc. will provide the following:

- A. Maintain a technical support center with a twenty-four hour help desk, seven (7) days a week, 365 days a year that allows Customer to report that the system has malfunctioned or is inoperative.
- B. Once the Customer has placed a service request, and prior to any on-site work, we will work with the Customer to remotely troubleshoot and resolve the issue with the Customer. For technical issues that cannot, in our judgment, be resolved remotely, we will dispatch an authorized representative to provide on-site technical support.
- C. Using all responsible diligence to correct verifiable and reproducible errors to the software when reported to us in accordance with our standard reporting procedures. Upon verifying that an error is present, we shall work along with the manufacturer in such a manner which is necessary toward correction of the error.

- D. Furnishing parts and software changes including manufacturer software patches or service packs are necessary to maintain the Equipment in good working condition; also including replacement of hardware components upon determination by us that hardware failure has occurred. Customer shall return the failed hardware component to VOICE PRODUCTS, Inc. within fifteen (15) days of receipt of the replacement component or return the defective unit to a VOICE PRODUCTS, Inc. Engineer who may be on-site.
- E. Dispatching service personnel on-site to the Equipment Location(s) when necessary as determined by us. If Customer requests the performance of services that are outside of or in addition to the scope of services covered under the Service Agreement purchased, such services may be furnished by VOICE PRODUCTS, Inc. on a time and materials basis at VOICE PRODUCTS, Inc.'s prevailing hourly rates, subject to availability of VOICE PRODUCTS, Inc.'s service personnel.
- F. Limited Warranty. VOICE PRODUCTS shall perform its support services in a professional manner in accordance with accepted industry practice. Our obligations to furnish repairs, parts and materials or correct any errors shall be limited to the terms of this Service Agreement and the manufacturer's limited warranty provided at the time of install. Our obligation to provide support services for the software shall be in accordance with the terms set forth in this Service Agreement, such that the software will perform in substantial conformance with the manufacturer's published specifications as amended from time to time. The limited warranty set forth by the manufacturer at the time of purchase shall not be superseded by this Service Agreement.
- G. In the event Customer requests service for a technical issue that proves not to be caused by an issue or defect in software or hardware covered on the Agreement, the Customer shall pay to VOICE PRODUCTS, Inc. the appropriate charges for labor and travel.

7. Rates and Charges

- A. The yearly charge described in Appendix 1, appended hereto, will become payable to VOICE PRODUCTS SERVICE, LLC at its address stated above on the first day of each Agreement year.
- B. In consideration of the Service to be provided herein, Customer will pay VOICE PRODUCTS SERVICE, LLC or the Agreementing business partner its Service Agreement fees based on the Service Agreement purchased. VOICE PRODUCTS SERVICE, LLC reserves the right to change the fees and Service Agreement upon the expiration of the then-current Service support term, provided that, no such change will be effective until thirty (30) days after VOICE PRODUCTS SERVICE, LLC has given Customer notice of such change.

C. Additional Equipment: Additional Equipment and software acquired by Customer from VOICE PRODUCTS during the term of this policy will be automatically added to list of covered hardware and software following the installation of Equipment and/or software. Allowing for a 90-day warranty period on new Equipment and software, VOICE PRODUCTS SERVICE, LLC will issue an invoice on a coterminous basis for the prorated support fee.

D. Manufacturer Hardware/Software Obsolescence: In the event there is a failure of any of the installed hardware or software components that are no longer manufactured by or supported by the manufacturer, VOICE PRODUCTS SERVICE, LLC will compute the remaining amount of the Support purchased which covers the Equipment, software or part in question and to apply said amount as a discount toward the purchase of a new Service Agreement.

8. Variation of Charges

If the Equipment is added to or altered, then VOICE PRODUCTS may make appropriate variations in the charges payable under Clause 6 above. Any such variations shall be subject to Customer's approval, which shall not be unreasonably withheld.

9. Defaults

If the Customer shall fail to make payment, as defined in Clause 4c, or if either party shall be in continual or material breach of its obligations hereunder, the other party may forthwith, by written notice, terminate this Agreement without prejudice to pre-existing rights.

10. Force Majeure

Neither party hereto shall be under any liability for failure or delay in performing their respective obligations hereunder which are attributable to causes beyond the relevant party's reasonable control, each party acting reasonably and using its best efforts, based on good faith, to perform such obligations.

11. Confidentiality

VOICE PRODUCTS shall not disclose any information about the Customer, its business, or its customers to any third party without the prior consent of the Customer. For the purpose of this clause, customer shall include any partner of or body associated with the Customer, and/or any affiliate or subsidiary of the user. The foregoing obligation of confidentiality shall survive any termination of this Agreement.

12. Excluded From Coverage

Service to be provided under this Service Agreement does not include services for repair of damage, replacement of parts, correction of errors or defects, or increase of service time attributable to the following reasons:

- A. Any issues resulting from the misuse, improper use, abuse, alteration, or damage of the System.
- B. Any issues caused by modifications in any versions of the software not made or authorized in writing (in advance) by VOICE PRODUCTS, INC. or the manufacturer.
- C. Any issues resulting from the combination of the System with such other programming, Equipment or materials not supplied by VOICE PRODUCTS, INC. or to the extent such combination has not been approved in writing by VOICE PRODUCTS, INC. or the manufacturer.
- D. Any issues resulting from the Customer or operation of the system for purposes for which it was not designed.
- E. Issues resulting from unusual physical or electrical stress (such as power, UPS or air conditioning failure), accident, neglect or acts of nature. Electrical work external to and not connected with any covered Products.
- F. Moves, add and changes requested by Customer. These functions should not be performed by the Customer without prior approval by VOICE PRODUCTS, INC.
- G. Software version upgrades which provide substantially modified functionality to the original installed system such that it is considered by the manufacturer to be a new product or new version release; such product or new version release upgrades may be subject to an additional charge, based on the products purchased.
- H. Relocation of Equipment. Upon request of Customer, VOICE PRODUCTS, INC. will provide a price quotation for relocating the Equipment to a new site. In the event the Equipment is moved or relocated by other than VOICE PRODUCTS, INC. personnel, VOICE PRODUCTS, INC. shall have the right to evaluate the Equipment and its new site and environmental conditions as a condition for continuing maintenance on the Equipment, and to bill Customer at its then prevailing rates for such inspection and any labor, materials and adjustments which, in VOICE PRODUCTS, INC.'s opinion, are necessary to restore the Equipment to good operating condition.
- I. Requirements for VOICE PRODUCTS, INC. to go on-site to resolve an issue because remote access was not provided by Customer. If, in our judgment, the work could have been completed remotely, Customer will be charged time and material rates for this work.

APPENDIX 1

SCHEDULE OF SERVICE TIMES AND CHARGES
AUTHORIZED SIGNATURES

Level of Service Purchased:

GOLD

(as defined in General Information)

General SERVICE AGREEMENT Software and Hardware	
One Year (1) GMA	\$5,493.45

Duration:

Month	Day	Year	to	Month	Day	Year
July	1	2026		June	30	2027

Cleveland County Sheriff's Office

P111290

Signature

Print Name

Title

Date

Receipt of payment by VOICE PRODUCTS SERVICE, LLC from the Customer constitutes acceptance of terms of the service Agreement by the Customer.

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