



**LEE'S SUMMIT**  
MISSOURI



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POLICE DEPARTMENT

# City of Lee's Summit – WatchGuard Video, Inc. Contract

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# **City's Request for Proposal**

Incorporated by reference

# **WatchGuard's Response to RFP (Proposal)**

Incorporated by reference



## PURCHASING AND SERVICES AGREEMENT

This Purchasing and Services Agreement (the "**Agreement**") is entered into on \_\_\_\_\_ by and between WatchGuard Video, Inc., a Delaware corporation with offices located at 415 E Exchange Parkway, Allen, TX 75002 ("**WatchGuard**", "**we**", or "**us**") and the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City ("**Agency**", or "**you**"). WatchGuard and the Agency may be referred to individually as a "**Party**" and collectively as the "**Parties**".

**WHEREAS**, WatchGuard sells in-car and body-worn camera systems, components and peripheral devices and related evidence management software and support services for use by law enforcement agencies (collectively, the "**WatchGuard Products and Services**"); and

**WHEREAS**, WatchGuard and the Agency have entered into that certain Contract Number 2020-007 (the "**Contract**") dated as of the Effective Date (defined below) for the provision of the WatchGuard Products and Services, and this Agreement is incorporated therein by reference and, together with schedules and attachments, defined therein as the "**Scope**"; and

**WHEREAS**, the Agency wishes to purchase from WatchGuard the WatchGuard Products and Services listed on the schedules and Scope of Work attached to this Agreement, and WatchGuard desires to provide the WatchGuard Products and Services to the Agency in accordance with, and subject to, the terms and conditions set forth in this Agreement and the Contract.

### I. DEFINITIONS

**"Action"** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

**"Agency Content"** means information, data, and other content, in any form or medium, that is collected, downloaded, compiled or processed by the Agency using the Software, by or through the Services or that incorporates or is derived from the processing of such information, data, or content by or through the Software or the Services.

**"Agreement"** means this agreement, including any Schedule, Scope of Work and/or Amendment attached hereto and incorporated herein from time to time.

**"Amendment"** means a modification or change to this Agreement that is mutually agreed upon by WatchGuard and the Agency in writing.

**"Confidential Information"** means information in any form or medium (whether oral, written, electronic, or other) that a Party considers confidential or proprietary, including information consisting of or relating to the disclosing Party's Intellectual Property Rights (defined below) technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential".

**"Effective Date"** means \_\_\_\_\_.

**"Hardware"** means the camera systems, connectors, components and peripheral devices, and related device licenses, listed in Schedule 1 to this Agreement.

**"Hardware Maintenance Plan"** means our agreement to maintain and support the Hardware, as set forth in Schedule 4 to this Agreement.



**"Intellectual Property Rights"** means all intellectual and proprietary rights, including but not limited to, invention and patents for inventions, know-how, trade secrets, copyrights and trademarks.

**"Losses"** means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

**"Project Manager"** means, for each of WatchGuard and the Agency, the person designated as the Party's principal point of contact for administering and coordinating such Party's responsibilities under this Agreement, including management and oversight of the day-to-day work required of such Party.

**"Scope of Work"** means the Scope of Work prepared by WatchGuard and agreed to by the Agency, and attached to this Agreement as Schedule 1, plus all exhibits, appendices, and Amendments thereto, and the implementation, technical, and functional specifications set forth therein.

**"Services"** means all work described in Schedule 1 required to be performed by WatchGuard to deploy, install, configure, integrate, and render operational the Hardware and the Software.

**"Software"** means the WatchGuard proprietary evidence management platform described in Schedule 1. Software does not include any Third-Party Materials, software applications or commercially available software application, package or platform developed by the Agency or licensed to the Agency directly from a third party.

**"Software Maintenance Plan"** means our agreement to maintain and support the Software, as set forth in Schedule 5 to this Agreement.

**"Specifications"** means all specifications describing the features, functionality, and performance of the System, and identifying the Software and Hardware functions and capabilities needed to implement such features, functionality, and performance.

**"Subcontractor"** means any person or entity, other than an employee or affiliate of WatchGuard, that contracts with WatchGuard to perform Services.

**"Support Services"** has the meaning set forth in Section 2.5.

**"System"** means the Hardware and the Software together as configured, integrated, interconnected and implemented as described in the Scope of Work attached as Schedule 1 to this Agreement.

**"Term"** shall have the meaning set forth in Article VIII.

**"Third-Party Materials"** means materials, information, software, equipment, or components of or relating to the Services that are not proprietary to WatchGuard, or not otherwise approved by WatchGuard for use with the WatchGuard Products and Services, the Software, the Hardware, or the System.

**"Warranties"** means the warranties for the Hardware and Software listed on Schedule 2 and Schedule 3 to this Agreement, respectively, and as described in Article V of this Agreement.

**"WatchGuard Materials"** means the Services, Specifications, and Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by WatchGuard or any Subcontractor in connection with the Services or otherwise comprise or relate to the WatchGuard Products and Services or Systems.

**"WatchGuard Products and Services"** means the camera hardware systems and components, the software, and the support services listed and described in Schedules 1, 2, 3, and 4 attached hereto and incorporated herein.



## II. WATCHGUARD OBLIGATIONS

- 2.1. System Delivery. According to the Specifications, and in accordance with the requirements set forth in Schedule 1 we will provide or cause to be provided, either (i) on-site or remote installation of the System, including without limitation, the Hardware and Software, by our employees or by a Subcontractor reasonably acceptable to you; or (ii) the Software, for your installation and configuration on your computer systems and infrastructure, without our provision of Services.
- 2.2. WatchGuard Work. Where called for in Schedule 1 we will plan, design, develop, deliver, install, render operational, implement and support the System, and provide the Agency with all related deliverables and Services necessary to fulfill our obligations under this Agreement. Without limiting the foregoing, we will provide, or provide through a Subcontractor reasonably acceptable to the you, all labor, equipment, accessories, tools, and other items and do all work required to meet the Specifications and fulfill the requirements of the Scope of Work, where the same are not expressly set forth in this Agreement as being your responsibility.
- 2.3. Designation of Project Manager. We will designate an employee to serve as Project Manager; provided, that we may replace our Project Manager at any time, and from time to time, upon prior notice to you, with one or more employees having similar knowledge, skills and abilities.
- 2.4. Training. We will provide designated Agency personnel on-site and/or remote training reasonably required to ensure that such personnel are capable of properly and efficiently operating and maintaining the System. The training program is more specifically described in the Scope of Work.
- 2.5. Maintenance and Support Services. We will make available to you ongoing maintenance and support services as described in the Scope of Work and/or the Warranties, the Hardware Maintenance Plan, and the Software Maintenance Plan. Such support may include, but may not be limited to, updates to the Software or Hardware necessary for the Software or Hardware to continue to meet Warranty requirements and/or the Specifications.
- 2.6. Insurance. Deleted. Refer to Part III of the Contract.

## III. AGENCY OBLIGATIONS

- 3.1. Approval. You agree to confer, coordinate and cooperate with us to approve and accept the WatchGuard Products and Services, the System and the Specifications prior to us beginning to perform the Services. Notwithstanding the foregoing, your approval shall not operate as a waiver by you of any rights you may have under this Agreement, the Warranties, the Hardware Maintenance Plan, or the Software Maintenance Plan with regard to any non-conforming or defective WatchGuard Products and Services.
- 3.2. Designation of Project Manager. You agree to designate an employee to serve as Project Manager; provided, that you may replace your Project Manager at any time, and from time to time, upon prior notice to us with one or more employees having similar knowledge, skills and abilities.
- 3.3. Access. You agree to provide our employees and approved Subcontractors access to Agency premises and equipment sufficient to allow us to perform the Services according to the Specifications, and to make Agency personnel, including your Project Manager, available at reasonable times and upon our prior request, to facilitate our access to Agency premises and equipment.
- 3.4. Operation of the System. You will be responsible for (a) use of the WatchGuard Products and Services by your employees, agents, contractors, and end-users; (b) Agency Content or the combination of Agency Content with



other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or the use of Agency Content; (c) disputes between you and any third party over your use of the WatchGuard Products and Services or the collection or use of Agency Content; and (d) any hardware or networks that we do not authorize, approve or provide that you connect to or use in connection with the Software or Hardware following performance of the Services.

3.5. Payment of Fees. Deleted. Refer to Part II of the Contract.

#### IV. INDEMNIFICATION

4.1. Indemnification by WatchGuard. We will indemnify and defend you and your officers, directors, employees, agents, permitted successors and permitted assigns (each, an “**Agency Indemnitee**”) from and against any and all Losses incurred by the Agency or an Agency Indemnitee resulting from any Action by a third party alleging (i) that your use of the Software (excluding Agency Content and Third-Party Materials) in accordance with this Agreement (including the Specifications) infringes or misappropriates such third party’s U.S. Intellectual Property Rights; or (ii) negligent acts, errors or omissions, or willful misconduct of WatchGuard under or related to this Agreement, or performance of the Services. The foregoing obligation does not apply to the extent that the Action arises from:

(i) Third-Party Materials or Agency Content;

(ii) access to or use of the WatchGuard Materials in combination with any hardware, system, software, network, or other materials or service that we did not provide or that was not specified for Agency use in the Scope of Work or Specifications;

(iii) modification of the WatchGuard Materials other than: (a) by or on behalf of us; or (b) with our written approval in accordance with the Specifications;

(iv) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to you by or on behalf of us; or

(v) act, omission, or other matter described in Articles III, IV, VII, or IX whether or not the same results in any Action against or Losses by any WatchGuard Indemnitee.

#### V. WARRANTIES

5.1. Hardware Warranty. We will provide you with warranty coverage for the Hardware upon the terms set forth in Schedule 2.

5.2. Software Warranty. We will provide you with the warranty coverage for the Software as set forth in Schedule 3.

5.3. Warranty Limitations. Except for the express warranties set forth in the WatchGuard Warranties, all WatchGuard Products and Services are provided “as is.” All Third-Party Materials are provided “as is” and any representation or warranty of or concerning any Third-Party Materials is strictly between you and the third-party owner or distributor of the Third-Party Materials.

5.4. Performance of Services. We warrant and represent to you that all of the WatchGuard Products and Services to be performed or provided pursuant to this Agreement shall be performed and provided with care,



expertise, skill, and diligence generally consistent with prevailing industry standards and expertise by companies providing or performing similar products and services.

#### VI. INTELLECTUAL PROPERTY RIGHTS

6.1. WatchGuard Materials. We hereby grant to you a nonexclusive, perpetual, royalty-free license to use the Software consistent with the purposes of this Agreement. Except for the license rights in the Software expressly granted to you under this Agreement, we retain all right, title, and interest in and to the WatchGuard Materials, including all Intellectual Property Rights therein. With respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. You have no right, license, or authorization with respect to any of the WatchGuard Materials except as expressly set forth in this Agreement. We expressly retain all rights in and to the WatchGuard Materials not expressly granted herein.

6.2. Agency Content. As between you and us, you are and will remain the sole and exclusive owner of all right, title, and interest in and to all Agency Content, including all Intellectual Property Rights relating thereto. Provided however, you hereby grant all such rights and permissions in or relating to the Agency Content as are necessary or useful to us or our Subcontractors, to (a) provide the Services, (b) enforce this Agreement, and (c) exercise such rights as we or our Subcontractors may require to perform our obligations hereunder.

#### VII. CONFIDENTIAL INFORMATION

7.1. Disclosure. In connection with this Agreement each Party may disclose or make available Confidential Information to the other Party. Each Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the other Party's Confidential Information. Except as required by applicable law, neither Party will disclose the other Party's Confidential Information.

#### VIII. TERM AND TERMINATION

8.1. Initial Term. The initial term of this Agreement shall commence as of the Effective Date and, unless earlier terminated pursuant to any of this Agreement's express provisions, will continue in effect until five (5) years from such date (the "**Initial Term**").

8.2. Renewal. Deleted. Refer to Section 4 of the Contract.

8.3. Termination. Deleted. Refer to Section 11 of Part IV of the Contract.

#### IX. MISCELLANEOUS

9.1. Further Assurances. Upon a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

9.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

9.3. Notices. Any notice, request, consent, claim, demand, waiver, or other communications under this Agreement have legal effect only if in writing and addressed to a Party as follows (or to such other address or such other person that such Party may designate from time to time in accordance with this Section 9.3):

If to Provider: 415 E Exchange Parkway, Allen, TX 75002  
Email: [contracts@watchguardvideo.com](mailto:contracts@watchguardvideo.com)  
Attention: Contract Manager



If to Customer: 10 NE Tudor Road, Lee's Summit, MO 64086  
Email: James.Brock@cityofLS.net  
Attention: James Brock, Police Systems Manager

And

City Attorney's Office  
220 SE Green St.  
Lee's Summit, MO 64063

Notices sent in accordance with this Section 9.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

9.4. Entire Agreement. Deleted. Refer to Section 2 of the Contract.

9.5. Assignment. Neither Party may assign or transfer this Agreement or its rights or obligations hereunder without the prior consent of the other party; provided, that we may assign or transfer this Agreement or any of our rights or obligations hereunder without your consent in connection with (a) the sale of all or substantially all of our stock or assets; (b) a merger or acquisition, whether we are the surviving or disappearing entity; (c) a corporate reorganization; or (d) transfer to a subsidiary or affiliate entity. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

9.6. Force Majeure.

(a) No Breach or Default. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of 30 days or more.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

9.7. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

9.8. Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of



any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9.9. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

9.10. U.S. Government Rights. The Services are provided to the U.S. government as “commercial items”, “commercial computer software”, commercial computer software documentation”, and “technical data”, with the same rights and restrictions generally applicable to the Services. If you are using the Services on behalf of the U.S. government and these terms fail to meet the U.S. government’s needs or are inconsistent in any respect with federal law, you agree to immediately discontinue use of the Services. The terms as “commercial items”, “commercial computer software”, commercial computer software documentation”, and “technical data” as used in this Section 9.10 have the same meaning as in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

9.11. Equal Opportunity Compliance. In performing the Services we agree to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, we agree that no person shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity we perform in connection with this Agreement. If we are found to be non-compliant with these requirements in performing the Services or during the term of the Agreement, we agree to take appropriate steps to correct these deficiencies. Upon request, and as required by applicable law, we will furnish information regarding our nondiscriminatory hiring and promotion policies, as well as specific information on the composition of our principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

9.12. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the state in which the Agency is physically located, without reference to conflict of laws rules. The United Nations Convention for International Sale of Goods does not apply to this Agreement.

9.13. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(Signature Page Follows)



IN WITNESS WHEREOF, the Parties hereto have executed this Purchases and Services Agreement as of the Effective Date.

THE CITY OF LEE'S SUMMIT, MISSOURI

WATCHGUARD VIDEO, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



SCHEDULE 1

SCOPE OF WORK

*(SEE ATTACHED)*



**Schedule 1  
Initial Services Statement of Work**

Under the terms and conditions of the Services Agreement dated \_\_\_\_\_ by and between Service Provider and the City, the Service Provider shall provide and deliver the Initial Services and Deliverables set forth below.

Provided Services:

WatchGuard will provide to the City services resulting in the successful and satisfactory installation and configuration of the WatchGuard 4RE High Definition In-Car Video System with Integrated V300 and Evidence Library software. Table 1 lists the work required to complete a successful installation. The “Appendix A Reference Number” column represents the line item in which each party is responsible. If an “X” is listed under the “WGV” column then WatchGuard is responsible for that particular task. If an “X” is listed under the “Agency” column, then the City is responsible for that particular task. Detailed descriptions of each major section (indicated by Bold Text) are included in Appendix A which is incorporated by reference.

Table 1. Work Breakdown Structure

<b>Appendix A Reference Number</b>	<b>WGV</b>	<b>Agency</b>	<b>Short Description (See Appendix A for details on each item)</b>
SVR-01	N/A	N/A	<b>Installation of server in Equipment Rack</b>
SVR-02	N/A	N/A	Provide a suitable Rack
SVR-03	N/A	N/A	Mounting or Racking the Server
SVR-04	N/A	N/A	Connecting the server ( Power (connector), KVM, Network Cabling and switches, JBOD, UPS )
SVR-05		X	<b>Provide a physical or Virtual Server that meets the specified Server Requirements</b>
SVR-06		X	<b>Installation and configuration of Linux Operating System/virtual appliance and disk storage systems</b>
SVR-07	N/A	N/A	Provide Operating System License
SVR-08	X	X	Install and configure Operating System (Includes current patches)
SVR-09		X	Setup and perform backups
SVR-10		X	Setup recommended disk configuration
SVR-11		X	Install and configure for remote access
AP-01		X	<b>Access Point Wiring and Installation</b>
AP-02		X	Cabling
AP-03		X	Mounting the Access Points
AP-04		X	<b>Access Point and Radio Configuration</b>
AP-05		X	Provide Access Points
AP-06		X	Configure Access Points
AP-07	X		Configure In-Car Wireless Radio configuration
AP-08		X	MDC Configuration



SQL-01		X	<b>Installation of Microsoft SQL Server</b>
SQL-02		X	Provide SQL Server Licenses
SQL-03		X	Install and configure SQL Server
SQL-04		X	SQL Backup and Maintenance plan
SQL-05		X	Setup SQL Instance (if shared database server),
<b>Installing and configuration of Evidence Library</b>			
EL-01	X		
EL-02	X		Install and configure Base Software
EL-03		X	Add Security Groups
EL-04	X		Configure Evidence Library
EL-05	N/A	N/A	Install and configure Upload Servers (if used)
EL-06		X	<b>Installation of Evidence Library Clients on Agency's computers</b>
EL-07		X	Provide client computers that meet client Hardware and Software requirements.
EL-08		X	Connect computers to Agency Network and Active Directory Domain
<b>Configuring available 4RE DVR units</b>			
4RE-01	X		
4RE-02	X		Create Configuration USB
4RE-03	X		Configure Each DVR as installs are completed
4RE-04	X		Change DVR IP configuration (if required)
4RE-05	N/A	N/A	<b>MDC Application (if required)</b>
4RE-06	N/A	N/A	Provide client computers that meet client Hardware and Software requirements for the MDC Application.
4RE-07	N/A	N/A	Install and configure MDC application on each computer.
4RE-08	N/A	N/A	Setup or configure in-car network for DVR to Computer connectivity which includes modifying Computer policy systems (i.e. NetMotion)
4RE-09		X	<b>4RE System In-Car Installation</b>
4RE-10		X	<b>4RE Interview Room setup</b>
4RE-11		X	<b>4REM 4RE Motorcycle System Installation</b>
<b>Configuring available Body Worn Cameras</b>			
V-300-01	X		
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V-300-03	X		Configure Each V-300 camera
V-300-04		X	Install/Configure Smart PoE Switch in Vehicle (if applicable)
V-300-05	X		Install Transfer Station (if applicable)
<b>Finish Testing Function of WatchGuard system</b>			
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TEST-02	X		Complete Test checklist
<b>Training</b>			
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TRAIN-02	X		4RE DVR Installation Training
TRAIN-03	X		4RE and V-300 End User Training (Officers)
TRAIN-05	X		Evidence Library User Training (Officers/Supervisors)
TRAIN-06	X		Evidence Library Administrative Training
Close-01	X	X	<b>Project Sign-Off</b>



### Appendix A Reference

This appendix references the page number that include detailed actions and instructions for each “short description” in Table 1. See Appendix A, for details on each reference number.

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# Appendix A

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Scope: This document covers the “Statement of Work” for deploying the V300/4RE/Evidence Library system at an agency location. The table of contents includes the reference number for the task assigned to the appropriate party.



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## SVR-01-Installation of Server in Equipment Rack

If purchasing a 3U Rack-mount server or additional JBOD unit from WatchGuard Video, the hardware will need to be installed in a four post server rack. The rack can be floor mounted, or on wheels.

### SVR-02-Rack Requirements

You will need a standard four post server rack with the following specifications

- Adjustable mounting depth of 6" – 30" (152 – 762 mm)
- Overall rack depth of 39" (990 mm)
- Universal square holes.
- Rolling rack or bolt in rack will both work

Once the rack is installed, it is up to the customer to ensure proper grounding. Preferably to a copper grounding block that has been professionally installed by an electrician.

**Non-proper grounding of the server rack could result in failure of the server and will VOID the warranty.**

This picture will give you a good idea of the cross section of the server rack with side panels and doors removed. It is important that you abide by these requirements or your rack will NOT fit the server.



### SVR-03-Mounting or “Racking the Server”

The server must be mounted prior to the arrival of the WatchGuard Video Personnel. The server weighs 60 lbs. and is very large, therefore we recommend 2 people to rack the server.

- The first step to installing the server is to open the box and find the mounting rails and the installation instructions.
- The mounting rails will be marked left and right, follow the diagrams on the instructions on how to connect the rails to the server rack, as well as, how to connect the rails to the server itself.
- Once the rails are attached to the rack, and the rails are connected to the server, the server can be pushed all the way back into the server.
- See server documentation (located in server box) for additional details.

### SVR-04-Connecting the Server

Once the server is racked, connect power along with the keyboard, mouse, monitor, and network connections.

- WatchGuard highly recommends that the server be plugged into a UPS device that is rated to maintain power to the server and all peripherals in case of a power outage. The time frame should be long enough to allow the server to be powered off normally before the server power completely fails.

By doing this, it will ensure that the server runs normally in case of brown outs and power surges.

**WatchGuard does NOT provide this equipment** and it is the responsibility of the customer to purchase separately.

- The server has two standard 120v power connectors and both will need to be plugged in. The cables to connect the power supplies are included in the box
- Plug the WatchGuard Video server into your local network. Plug a cat 5e or cat 6 Ethernet cable into a switch on your network and plug the other into one of the open Ethernet ports on the back of the WatchGuard Video server.
- Plug in the access point to the open Ethernet port covered in the Access Point Installation section of this document.
- Provide a Keyboard, Mouse and Monitor, or some type of KVM device for the on-site technician to use during software installation and configuration. WatchGuard does not provide these peripherals unless ordered with the server.

## SVR-05-Server Specifications – Physical and Virtual

In conjunction with the in-car components, a back end server is required to run WatchGuard Video's Evidence Library software. The server can be a physical standalone server, or installed in a virtual environment. The following specifications must be met to guarantee a successful installation of Evidence Library.

### *Hardware Requirements (1-10 concurrent devices, 15 total devices)*

- 8 core 16 Thread (Intel Silver 2.1 Ghz or similar) **Minimum**
- 32GB RAM **Minimum**
- LSI 9240-4I RAID Controller **Minimum** (Or Similar)
  - (LSI SAS9260-4I, 6Gbps, SAS/SATA w/ Battery Backup **Recommended** Or Similar)
- Intel or Equivalent Gigabit Dual NIC card **Minimum**
  - x2 10 Gbps recommended
- 3 Year Full Service Warranty, Next Day On-Site **Recommended**
- NAS, SAN or JBOD for expanded video storage **Optional**
- See Storage requirements below

### *Hardware Requirements (11-25 concurrent devices, 48 total devices)*

- 8 core 16 Thread (Intel Silver 2.1 Ghz or similar) **Minimum**
- 32GB RAM **Minimum**
- LSI 9240-4I RAID Controller **Minimum** (Or Similar)
  - (LSI SAS9260-4I, 6Gbps, SAS/SATA w/ Battery Backup **Recommended** Or Similar)
- Intel or Equivalent Gigabit Dual NIC card **Minimum**
  - x2 10 Gbps recommended
- 3 Year Full Service Warranty, Next Day On-Site **Recommended**
- NAS, SAN or JBOD for expanded video storage **Optional**
- See Storage requirements below

### *Hardware Requirements (26-75 concurrent devices, 120 total devices)*

- 10 core 20 Thread (Intel Gold 2.5 Ghz or similar) **Minimum**
- 64GB RAM **Minimum**
- LSI 9240-4I RAID Controller **Minimum** (Or Similar)
  - (LSI SAS9260-4I, 6Gbps, SAS/SATA w/ Battery Backup **Recommended** Or Similar)
- Intel or Equivalent Gigabit Dual NIC card **Minimum**
  - x2 10 Gbps recommended
- 3 Year Full Service Warranty, Next Day On-Site **Recommended**
- NAS, SAN or JBOD for expanded video storage **Optional**
- See Storage requirements below

### *Virtual Server Requirements*

- The VM should be dedicated to the WatchGuard Application
- 4 Processors *Bare Minimum*
  - 8 processors are **Recommended**
- 2 Virtual Network Cards
- 8-16 GB of RAM

### *Hardware Requirements (More than 120 total devices)*

Large scale deployments must be custom designed by WatchGuard engineering.

## **SVR-06-Installation and Configuration of CentOS Operating System/ Disc Storage System**

Installation and configuration of the OS will be a joint effort between WatchGuard Technical Services and Lee's Summit IT.

- Install CentOS Server Operating system
- Create partitions for OS and storage
- Install and configure Docker
- Install and configure Samba shares
- Join active directory domain
- Integrating with Azure (if using CloudShare or EvidenceLibrary.com)

## **SVR-07-Provide SQL License key**

### *Software Requirements*

If integrating with Active Directory, domain user with Local Admin rights is required. Additionally the system requires the following software components.

- Operating System – CentOS
- SQL Server – Microsoft SQL Server 2019 or 2016 Standard with 5 or more CALs

## **SVR-08-Configure Operating System**

Install the following features on the Operating System. These roles are installed at installation of the Evidence Library Software:

- Verify SELinux
- Configure Firewall
- Install DeltaRPM
- Install Powershell
- Install MSSQL Server
  - Install SQL tools
- Install Docker CE
  - Configure Docker Daemon
  - Enable SELinux on Docker
  - Install Docker Compose
  - Configure Docker network and Internet bridge
- Install SAMBA file services
  - Configure SAMBA firewall rules
  - Setup users and passwords
  - Setup share locations
  - Add SELinux exception

### SVR-09-Setup and Perform Backups

WatchGuard Video does not perform backup of the “operating system” or “video storage” on the server, this is the responsibility of the agency.

### SVR-10-Setup Recommended Disk Configuration (virtual and physical)

OS	SSD (RAID 1)	128GB or more	IOPS: 40K write, 80K read
Staging	SSD (RAID 1)	1TB or more	IOPS: 40K write, 80K read
Video	HDD (RAID 6 recommended)	Size varies depending on retention requirements	IOPS: 2K write, 10K read

\*Video and Case Storage volume will vary based on the number of cameras, video quality, and video retention. Contact a WatchGuard Video Project Manager to receive a proper storage estimate.

## SVR-11-Install Remote Management Tool

TeamViewer can be installed and made available to WatchGuard Video to provide remote support. Other remote applications can be used. TeamViewer is the preferred choice for remote access by WatchGuard Video.

## AP-01-Access Point Wiring and Installation

This section will cover the Access Point (AP) installation and wiring. Some items in this section are specific to the “Ubiquiti” or “MikroTik” product. If using a different Access Point or In Car wireless Radio, some sections may not apply. Contact the WatchGuard Video Project Manager for details if using a different wireless solution. The party responsible for the Access Point wiring and installation needs to have the following completed:

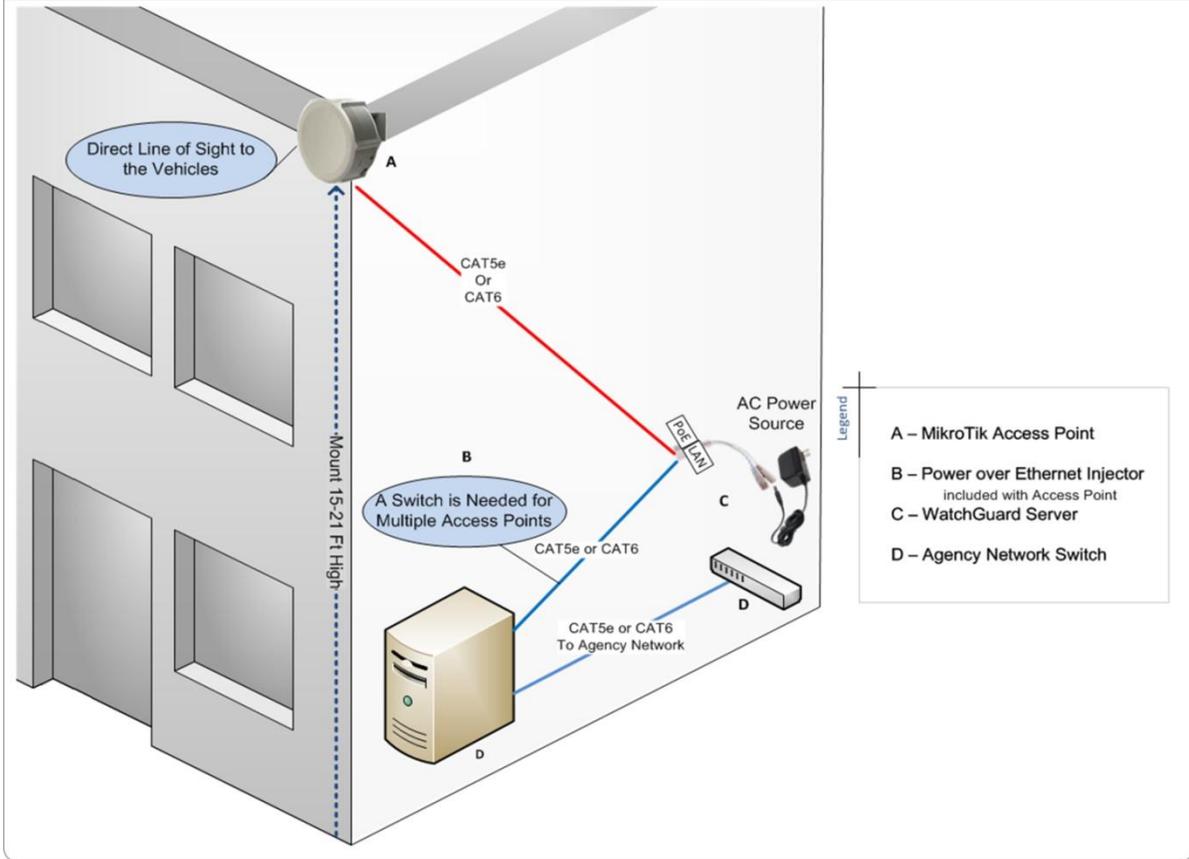
### AP-02-Cabling

- Party will provide CAT5E or CAT6 Cable for the Access Point. **NOTE:** If mounting the Access Point on the exterior of a building, ensure the cable is protected. Protecting the cable can happen in 2 forms:
  - Supply an External grade CAT5E/CAT6 cable
  - Supply a conduit for the internal grade CAT5E or CAT6 cable
- Terminate the CAT5E or CAT6 cable at ALL ends to ensure there is a good connection.
- Test Connection with a cable tester or verify through AP web interface
- If using a VLAN to connect the AP to the server, ensure there is connectivity from AP to server through the managed switch.

### AP-03-Mounting the Access Points

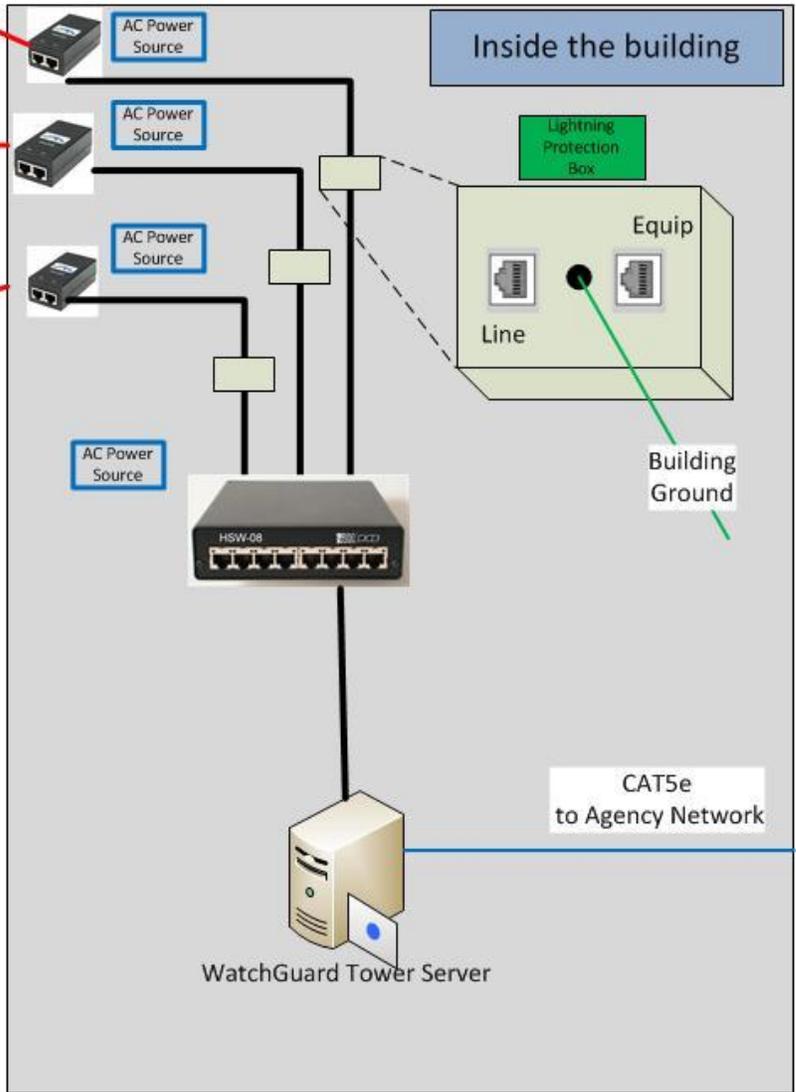
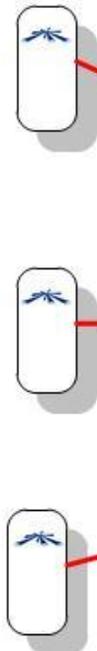
- Guidelines to mount the Access Point:
  - The AP height should be 15-21 ft. high from the ground. (any higher and the signal can overshoot the vehicles)
  - The AP needs to have direct line of sight to the vehicles with the DVR systems.
  - The AP needs to be mounted vertically.
- Ensure there is a 3 to 6 inch “Drip Loop” for the CAT5E or CAT6 cable. The drip loop prevents water from going into the RJ45 port and damaging the AP.

### Access Point Wiring Diagram



Access Point  
 Mounted approx 15-21 ft high.  
 Direct line of sight to the vehicles

# Multiple Access Point Wiring Diagram



**Legend:**

- Cat5e PoE —
- Cat5e AP network —
- Cat5e LAN —

NOTE: Also a PoE Switch can be used that can give 24 volts of power.

## AP-04-Access Point and Radio Configuration

This section will cover the Statement of Work for the software configuration of the Access Points and Wireless radios.

## AP-05- Provide Access Points

Provide Access Points that can communicate with the specifications below:

## AP-06- Configure Access Points:

- Access Point should be configured to the following:
  - SSID (hidden)
  - Security: WPA2 – AES
  - Pre-shared Key (PSK)
  - Agency specified Network (e.g. 192.168.2.X/24)
- Access Points (Ubiquiti or other manufacturer) need to use the following channels if using the Ubiquiti Bullet for the in car wireless solution:

NOTE: The FCC is requiring wireless radio manufactures in the US to limit the 5Ghz frequencies to the following channels:

- 5180 (freq. 36)
  - 5200 (freq. 40)
  - 5220 (freq. 44)
  - 5805 (freq. 161)
  - 5745 (freq. 149)
  - 5765 (freq. 153)
  - 5785 (freq. 157)
- 
- Ubiquiti AP's should be used on the approved firmware versions (contact Customer service for up to date versions)
  - WatchGuard Video recommends the Wireless Radio(s) AP and in Car radio should be on the 5Ghz Range (more available channels, higher throughput). WatchGuard Video systems ship defaulted to the 5Ghz range unless otherwise specified
  - If the Access Points are from a Manufacturer other than Ubiquiti, please ensure the following ports are not blocked anywhere from the AP connection to the WatchGuard server:
    - 5001
    - ICMP (ping)
    - 21
    - 20
    - 443

## AP-07- Configure In-Car Wireless Radio configuration:

- The in-car radios need to match the Access Point configuration
  - Refer to IP address network excel document  
(document created by WGV with supplied information from Agency)
  - Same subnet (statically assigned IP addresses)
  - Same SSID

- Same PSK
- Same Security WPA2- AES
- Enable NAT
- For a complete configuration guide, please contact WatchGuard Video Customer Service, or contact an IT person with knowledge on configuring the Ubiquiti or MikroTik wireless radios with the WatchGuard Video DVR.

### **AP-08-MDC Configuration**

- If using the MDC/MDT application, the in-car wireless radio and the MDC will need to be configured to give out a specified DHCP address: from: 10.1.100.22 to 10.1.100.22 Subnet: 255.0.0.0
- Contact Customer Service for a configuration guide to configure the Bullet to give a DHCP address to the DVR.
- The Police Agency needs to have purchased the MDC application to have it installed on the MDC/MDT (In car laptop/computer)

## SQL-01-Installing Microsoft SQL Server (Full Version)

Provides services and utilities to support and manipulate the Evidence Library database. The SQL database can either be co-located with the EvidenceLibrary server, or an addition to a pre-existing customer owned SQL server. If co-located with the EvidenceLibrary server, configuration of SQL will be managed by scripts provided by WatchGuard.

### *Prerequisites on SQL Server:*

- Microsoft Windows 7 Professional 64-bit SP2, Windows Server 2008 R2 64-bit SP2, Windows Server 2012 64-bit, Windows Server 2012 R2 64-bit or Windows Server 2016 64-bit.

NOTE: Some versions of SQL are not fully compatible with all Microsoft Operating systems. Check with Microsoft to find the compatible versions

- 64-bit processor, 1.4 GHz CPU, 2GB RAM minimum.
- *The Server hosting the WatchGuard Database must **NOT** be operating as a Domain Controller.*
- Before starting the installation of SQL, decide the storage paths for the Evidence Library database and other SQL Program files. If the server has a single volume, the default paths are probably fine.
- Logged on user must have local administrator rights on the server, and Full Control of all volumes on the server that will contain WatchGuard information.

## SQL-02-Provide License Key

- Provide SQL Server license key for one of the following versions:
  - SQL Server 2016
  - SQL Server 2019

## SQL-03- Install and Configure SQL Server:

- Execute **Setup.exe** from the SQL installation folder. Click “Next” through the initial pre-setup screens.
- Choose **Feature Installation** and select **ONLY** the following Instance Features:
  - Database Engine Services
  - Client Tools Connectivity
  - Client Tools SDK
  - SQL Server Books Online
  - Management Tools – Basic
    - Management Tools – Complete
  - SQL Client Connectivity SDK
- Select the predetermined path for the Shared Feature Directories, or use the defaults, and click “Next”.
- The **Instance Configuration** screen allows the installer to specify the name of the SQL instance and the instance file path (where the actual database will be stored). The default (non-named) instance is MSSQLSERVER. If a new “Named instance” is used, it must be referred to explicitly

(ServerName\NamedInstance) during all Evidence Library component installations. Choose and click Next.

- On the **Server Configuration** screen, the SQL Service Account settings are defined. Configure the following settings for each, then click Next.
  - SQL Server Agent...NT AUTHORITY\SYSTEM...Automatic Startup
  - SQL Server Database Engine.....NT AUTHORITY\NETWORK SERVICE...Automatic Startup
  - SQL Server Browser...NT AUTHORITY\LOCALSERVICE...Automatic Startup
- The **Database Engine Configuration** screen allows the installer to configure the allowed SQL authentication methods, and access permissions to the instance.
  - Select Mixed Mode (mixed mode not required, however windows authentication is required)
  - Create the SQL Server Administrator password
  - Click **Add Current User**, and then **Add**, and add the **Administrators** group from the local server to the SQL Server Administrators box, and click “Next.”
  - Review settings on the Installation Summary page, and click **Install** to perform the installation.
- Once **the SQL Server Installation complete** message is displayed, click OK, then open **SQL 2008 R2 Management Studio** and login into the new SQL instance one time to verify that authentication is working.

#### SQL-04- Setup SQL Backup and Maintenance Plan:

- Setup a SQL Maintenance Plan to back up the following Databases (after Evidence Library is installed) every day at 11:00pm or 1:00am (avoid backup at 12:00am or during the same time as the Evidence Library cleanup schedule):
  - master
  - WGEvidenceLibrary

#### SQL-05-Special Considerations:

- If using a pre existing SQL server, WatchGuard recommends that the WGEvidenceLibrary database be put on a separate SQL instance
  - The **Instance Configuration** screen allows the installer to specify the name of the SQL instance and the instance file path (where the actual database will be stored). The default (non-named) instance is MSSQLSERVER. If a new “Named instance” is used, it must be referred to explicitly (ServerName\NamedInstance) during all Evidence Library component installations. Choose and click “Next.”

## **EL-01-Installing and Configuring Evidence Library Server components**

This section outlines the requirements for installing the Evidence Library core server services and components and the configuration of all tertiary settings needed for effective system reliability and function. Please get up to date instructions to installing the software from the Project Manager.

### *System Requirements*

The following conditions are expected to be in place when considering this stage of the deployment:

- The primary Evidence Library server (either physical or virtual) has been fully provisioned according to the WatchGuard Video system requirements, and all required Server Roles are present.
- If the server is a domain member, the Active Directory account that will run the WatchGuard services already exists, is a member of the local server's Administrators' group, the required additional management Security Groups have already been created in Active Directory, and the user groups have been populated with at least some of the users that will be using the software.
- The SQL server software to host the primary Evidence Library database has been installed and correctly permissioned for the type of Evidence Library installation chosen.
- Any systems designated as Remote Upload Servers are online and meet the minimum requirements for that role.

## **EL-02- Evidence Library Server Installation**

Install the services and software to collect, process, view, modify, store, and export video evidence collected from the in-car DVR units.

- The installation software and prerequisite software is copied to the local repository on the server and shared to Authenticated Users with Full Control, and set Users to have the NTFS Write capability on the shared folder. Run the software from a local drive, not over the network.
- Install the WatchGuard Video Security Token Service, creating the Lightweight Directory Service instance that the software uses for authentication, and ensure the service is started
- Install the WatchGuard Video Hosted, and ensure the service is started
- Install the WatchGuard Web Server
- Install the WatchGuard Video Wireless Import Service, and ensure the service is started, binding the service to the appropriate network adapter on the server
- Install the WatchGuard Video Evidence Library Client, providing an interface to configure the remaining service settings.
- Install the WatchGuard Video JobQueueWork Service, and ensure the service is started.

### **EL-03-Add Active Directory Groups**

The IT Point of contact would create (or use existing) AD security Groups, for the Evidence Library application to set permissions (e.g. Officer's AD group has permission to View video, but cannot make copies of video. Supervisors AD group has permission to view all video and can make copies of video)

### **EL-04-Configure Evidence Library Settings**

- Configure the Evidence Library application for use.
- Add necessary storage locations and shares to system
- Set all automatic retention policies on evidence and cleanup interval.

### **EL-05-Remote Upload Server (if applicable)**

Install the services and software necessary to receive video evidence from vehicle DVRs at a remote, well-connected location, and configure the server to send all uploads to the primary WatchGuard Video server.

- The WatchGuard Video Service is installed, binding the service to the appropriate network adapter on the server, and the service is started.

#### *Remote Evidence Library Server Installation*

A WatchGuard Technician will connect remotely to a provisioned server to install the services and software to collect, process, view, modify, store, and export video evidence collected from the 4RE and V300 cameras.

- Remote connectivity must be provided to the server that has been designated as the primary WatchGuard Server.
- The WatchGuard Technician will connect remotely to the server over the Internet prior to the agreed upon time to verify the provided server is properly configured, and to copy any required files and folders to the server.
- At the agreed upon time, the WatchGuard technician will connect to the server again and perform the software installation.
- The WatchGuard technician will configure all desired settings and assist with configuring the 4RE and V300 WiFi cameras.
- The agency will assist with the V300 configuration and verify functionality.

### **EL-06-Installation of Evidence Library Transfer Agent on Agency Workstations**

Party will be responsible for installing the Evidence Library Transfer Agent on specified computers.

The Transfer Agent can be installed remotely with SCCM or other like software. *Contact Project Manager or WatchGuard Support representative to verify the instructions below are up to date:*

**Transfer\_Agent.exe** (installed with EI website) is a wrapped version TransferAgent, TransferService and V300Driver with install choices embedded.

It only accepts a /Q switch for unattended install

**TransferAgent.exe** (also included on ISO) has TransferService and V300 Driver as pre-reqs, which limits our ability to control their behavior.

TransferAgent accepts the following parameters

/s which silently installs V300 driver and transfer service (only valid if upgrade or TransferService registry is pre-populated as below)

CL\_HOST\_SERVER=computer name (default 'localhost' if Host service detected) computer name where Host service is installed

CL\_INSTALLDIR=directory (defaults to C:\Program Files (x86)\WatchGuard Video\) Installation directory

CL\_OPERATIONS\_DIRECTORY=directory (defaults to C:\WatchGuardVideo\)

CL\_STS\_SERVER=computer name (default 'localhost' if STS service detected) computer name where STS

/qb quiet basic interface (skipping user inputs with progress bar)

/qn quiet no interface

/l\*v drive:\directory\file.log manually specify install log location defaults to

Examples:

Minimum silent install command line (only useful for upgrades or if registry pre-populated with answers) :

TransferAgent.exe /s /v/qn

All Parameters:

TransferAgent.exe /s /v/"qn CL\_HOST\_SERVER=localhost CL\_STS\_SERVER=localhost"  
/v"CL\_INSTALLDIR="C:\Program Files\WGV\"" /v"CL\_OPERATIONS\_DIRECTORY="C:\WGV\""

**TransferService.exe** (as a pre-req of TransferAgent) can only be configured at install through the use of 32-bit registry keys

[HKEY\_LOCAL\_MACHINE\SOFTWARE\WatchGuard Video\Transfer Service]

"STS\_SERVER"="JSAVONAWIN7VM"

"HOST\_SERVER"="JSAVONAWIN7VM"

"WEB\_API\_PORT"="9034"

"UI\_URL"=<https://jsavonawin7vm.watchguardvideo.local>

Please note if you are directly entering into registry on 64-bit systems root key changes to

[HKEY\_LOCAL\_MACHINE\SOFTWARE\Wow6432Node\WatchGuard Video\Transfer Service]

**Instructions for rebuilding Transfer\_Agent.exe** on webserver for changes to certificate either 1) or 2) below

1) Re-generate Transfer\_Agent.exe package with updated certificate.

a) Copy new certificate to C:\ProgramData\WatchGuard Video\EvidenceLibraryWeb.cer (on Web server)

b) Run "C:\Program Files\WatchGuard Video\Evidence Library Web\WebRoot\Client\buildTA.cmd" 1 (from admin command prompt on Web server)

c) For deployment run new Transfer\_Agent.exe /Q

--OR--

2) Use TransferAgent.exe from ISO after pre-populating answers in registry.

a) Create reg file with answers for Transfer Service. (or re-use existing C:\Program Files\WatchGuard Video\Evidence Library Web\WebRoot\Client\TransferAnswer.reg)

Windows Registry Editor Version 5.00

[HKEY\_LOCAL\_MACHINE\SOFTWARE\WatchGuard Video]

[-HKEY\_LOCAL\_MACHINE\SOFTWARE\WatchGuard Video\Transfer Agent]

[HKEY\_LOCAL\_MACHINE\SOFTWARE\WatchGuard Video\Transfer Service]

"STS\_SERVER"="JSAVONAWIN7VM"

"HOST\_SERVER"="JSAVONAWIN7VM"

"WEB\_API\_PORT"="9034"

"UI\_URL"=<https://jsavonawin7vm.watchguardvideo.local>

b) Deploy reg answer file to target machine (unnecessary if upgrading a previous installation of EL4 Transfer Agent)

reg.exe IMPORT TransferAnswer.reg /reg:32

c) Add cert to target machines (certutil -addstore "Root" EvidenceLibraryWeb.cer) or use group policy...

d) Deploy TransferAgent.exe /S /V"/qn /! \*v %TEMP%\WatchGuard\_Video\_Transfer\_Agent.log"

## **EL-07-Minimum Client Workstation Hardware Requirements**

Verify the following minimum hardware requirements

- 1.7 gigahertz (GHz) Dual core comparable or faster processor
- 1 gigabyte (GB) or more of RAM
- 160 megabytes (MB) or more of available hard disk space
- DVD-RW optical drive (if exporting to a DVD disc)
- 1 available USB 2.0 port
- Super VGA video adapter capable of 1024 x 768 resolution or higher
- 100 Mbps Network Card or better

## **EL-08-Domain / Network Connectivity**

- Agencies using a Domain Network
  - Log into the workstation using a domain user login and password
- Agencies using a NON-Domain Network
  - Log into the workstation with a valid user login and password
- Verify the Evidence Library server is visible to the workstation using the ping command

## **Workstation OS & Browser Requirements**

Verify one of the following operating systems is installed on the workstation(s)

- Window 7
- Windows 8.1
- Windows 10

Verify one of the following browsers is installed on the workstation

- Google Chrome v45 or Higher
- Internet Explorer 10
- Internet Explorer 11
- Microsoft Edge

## **User Permissions**

Ensure all Evidence Library users have right to access the workstation and Evidence Library server.

### **EL-09- Cloud Storage**

The agency or WatchGuard Video could provide cloud storage. The type of cloud storage supported depends on the Evidence Library software version. Contact WatchGuard Video Project Manager to get up to date supported cloud storage systems.

- Obtain required Cloud storage account information (i.e. Azure, endpoint suffix, account key)
- Enter in required information in Evidence Library “Evidence Management”

### **EL-10- CAD Integration**

Watchguard Video will integrate the agency’s Zuercher CAD system with the Watchguard Evidence Library system.

### **4RE-01-Configuring 4RE DVR units**

Prior to first use, each 4RE DVR must be configured. This process involves adding each vehicle to Evidence library, generating a configuration file and deploying this configuration to the DVR using a USB drive. This process is generally shared between the Evidence Library administrator or Fleet Manager Role and the vehicle installer. If On-site services are purchased the technician will assist in creating the Vehicles in Evidence Library from an agency provided list and create the USB Configuration drive for the installer.

### **4RE-02-Create a Configuration USB**

- Adding Vehicle to Evidence library
  - Vehicles are added to Evidence Library by an administrator or user with the Device Management role.
  - Open Device Management and select Edit configuration
  - Click the All Vehicles Node and select New to add a new vehicle.
  - Enter in a “Vehicle ID” (unique name that easily identifies each vehicle)
  - Select the appropriate “Configuration” Group
- Generating a USB configuration drive
  - Open Device Management and select Deploy Configurations Manually
  - Select the Vehicles to be configured or use the Select All function
  - Click the Export Configuration button and select a USB drive

### **4RE-03-Configure 4RE DVR’s**

- Press and hold the STOP button for 3 seconds to safely eject the current USB drive.
- Open the USB vault, remove the USB drive and place the USB Configuration drive in the unit
- On the display select the correct Vehicle ID and press the LOAD button

- Replace the original USB drive and close the vault
- Power cycle (reboot) the DVR
- Test configuration
  - Confirm that the agency name appears in the bottom right corner of the display
  - Press Menu and select Officer and verify that an appropriate list of officers is displayed

Configure the DVR's as they are available.

#### **4RE-04-Change IP Address on DVR (if applicable)**

In some instances the DVR IP address parameters may need to be changed from the default settings. When this is required a detail list of assigned addresses will be created and provided to the Agency along with instructions on how to manually change these parameters.

The default IP address of the DVR is

10.1.100.20  
255.0.0.0  
10.1.0.1

The secondary IP standard is:

10.1.100.20  
255.255.255.0  
10.1.100.1

#### **4RE-05-MDC Application (if applicable)**

The MDC Application requires compatible hardware and software as well as several tasks need to be completed for proper operation. These tasks which include installing the application, configuring network rules and firewalls, require the support and assistance of the Agency's IT department to be involved to have a successful implementation.

#### **4RE-06-MDC Application Requirements**

- 2GHz Intel Core processor minimum (2.27 GHz recommended)
- 1GB Memory minimum (2GB recommended)
- 100 MB free hard disk space
- 800x600 screen resolution minimum (1024x768 recommended; up to 1900x1600 supported)
- Touch screen
- Available 100 Mb/s Ethernet port
- Comparable notebook PC: Panasonic Toughbook CF-31

Software Requirements:

An account with Administrative level permissions is required to install the MDC application. Additionally the system requires the following software components.

- Operating System

- Windows XP SP3, 32-bit minimum
- Windows 7 Pro recommended
- .NET Framework 4.0

### **4RE-07-Install MDC application**

To install the application, please contact WatchGuard Customer Service to get software and up to date instructions

### **4RE-08-Setup MDC Network**

There are several potential network components that may need to be configured to allow the MDC application to function correctly in your environment. WatchGuard will assist in determining the required changes but it is the Agencies responsibility to make the changes.

- A WatchGuard provided switch is needed.
- Auto configuration of the Laptop's Ethernet port.
  - Another option is to configure the Wireless Radio to provide a DHCP address
- Configure NetMotion or similar product to allow local networking
  - Configure firewalls and anti-virus software to allow operations
  - Ports: TCP 25810, UDP 25843, UDP 25845, UDP 25855

### **4RE-09-4RE In-Car System Installation**

Follow up to date instructions that are provided in the DVR box. WatchGuard Video will be utilizing the local installer 911 Custom for 4RE vehicle installation services as well as eleven equipment boxes purchased from and installed by 911 Custom.

### **4RE-10-Interview Room setup**

If using an interview room for the 4RE system, the agency must provide the following for each 4RE system (future 4RE software versions may support DHCP).

#### **Soft items:**

1. Static IP address
2. Subnet mask
3. Gateway

#### **Physical items:**

1. Ethernet connection on a 100 Mbps network or better (4RE must be able to connect to the network where the Evidence Library server is on)
2. Physical location to store 4RE, 4RE display, microphone(s) and camera(s)

WatchGuard Video highly recommends a professional CCTV installer is used to install the equipment. Also each interview room should have a dedicated 4RE system (not required, but highly recommended for improved search ability).

Per customer request, WatchGuard Video will be utilizing ADS for installation of the interview room systems. Customer will have the option to choose from Louroué branded microphones or the microphones provided by Watchguard Video. Should customer choose Louroué microphones, the cost for those will be deducted from the ADS installation cost. Each interview room should have a dedicated 4RE system (not required, but highly recommended for improved search ability).

If using “WatchCommander” for live streaming and using more than 1 network card, the interview rooms need to be on the same network where the WatchCommander is bound to.

## **4RE-11-4REM 4RE Motorcycle System Installation**

Follow up to date instructions that are provided in the DVR box.

## **V300-01-Configuring V300 cameras**

Prior to first use, each V300 camera must be configured. This process is called “Checkout” and involves connecting each camera to Evidence library to assign a configuration and officer name. This process can be done each time the officer needs to be assigned a camera, or can be done in scenarios where officers are assigned a Body Camera to use on a more permanent basis

### **V300-02-Create a Configuration**

- Through the Evidence Library Administrator you will access V300 Management to complete the following steps.
  - Set up V300 default officer preferences.
  - Create initial default configuration(s).
  - Assign enrollments (user groups) to each configuration(s).
  - Set up system event tags if not already done.
  - Set the recording properties for each configuration.
  - Set the device properties for each configuration.
  - Apply V300 with newest firmware (contact customer service for the latest version)
  - Confirm the configuration settings, save each configuration then close V300 Management.

### **V300-03-Configure V300 Cameras**

- Ensure the V300 cameras have the latest firmware version (contact WatchGuard Video Customer Service)

- Connect the V300 USB base into the computer where your Evidence Library software is located or set up the V300 Transfer Station to connect to your Evidence Library software.
- Dock V300 in the USB base or V300 Transfer Station connected to your Evidence Library software.
- Using Evidence Library software, create and /or assign a configuration and an officer to the docked V300.

**V300-04-Install/Configure Smart PoE Switch in Vehicle (if applicable)**

- Applicable if using the V300 in the vehicle with or without 4RE.
  - Install Smart PoE Switch in the vehicle. Use up to date instructions.
  - Install the WiFi Base. Use up to date instructions.
  - If not using the factory default IP address from the 4RE Configure the Smart PoE switch. See the default 4RE IP address below:  
 10.1.100.20  
 255.0.0.0  
 10.1.0.1

**V300-05-Install Transfer Station (if applicable)**

- V300 Transfer Stations are typically shipped preconfigured by the factory based on information provided by the agency. If not see included instructions to configure each.
- Installation of V300 Transfer Station
  - Connect Ethernet cable
  - Connect power cable
  - Attach the Rack mount bracket (if used)

**TEST-01- Test Function of WatchGuard system**

Test functions of the V300 and Evidence Library system.

**TEST-02-Checklist**

	Test 4RE USB upload to server via Import Scanner on remote PC client
	Test 4RE Wireless upload to server
	Test Evidence Library Client Audio (Cabin microphone)
	Test Evidence Library Client Audio (Wireless microphone)
	Test wireless configuration changes
	Create a "Test" Case in Case Management
	Test Distributed Multi-Peer recording





SCHEDULE 2

HARDWARE WARRANTY

*(SEE ATTACHED)*



## FIVE-YEAR EXTENDED HARDWARE WARRANTY

WatchGuard Video, Inc. (“WatchGuard”), offers the following No-Fault Warranty (the “Warranty”) to the city of Lee’s Summit, Missouri (the “Customer”). WatchGuard warrants to the Customer that each system, part, and component of a Covered Unit (defined below) first sold to the Customer to be free from defects in material and workmanship for a period of five (5) years from the date of purchase.

The Warranty must be purchased with the initial purchase of a V300 Body Camera (a “Covered Unit”).

The following Warranty terms and conditions apply:

**WARRANTOR** – The Warranty is given by WatchGuard Video, Inc., 415 E. Exchange, Allen, TX 75002, Telephone: 972-423-9777, Facsimile: 972-423-9778.

**PARTIES TO WHOM WARRANTY IS INTENDED** – The Warranty extends to the Customer, who is the original end user of the Covered Unit and is not transferable. Any coverage exceptions must be approved in writing by WatchGuard.

**PARTS AND COMPONENTS COVERED** – The Warranty covers all parts and components of a Covered Unit. This also includes the base, cables, and battery replacements during the life of the Warranty. Repair labor of the Covered Unit manufactured and/or installed by WatchGuard is covered by the Warranty, except those parts and components excluded below.

**PARTS AND COMPONENTS NOT COVERED** – The Warranty will not include systems or components of a Covered Unit with intentionally altered, obscured, or removed serial numbers, or should WatchGuard reasonably determine that the Covered Unit or any component of a Covered Unit was internally changed, modified, or repaired.

**LIMITED LIABILITY** – WatchGuard’s liability under this Warranty is limited to the repair or replacement of a damaged Covered Unit or components thereof. WatchGuard will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the Covered Unit even if the Covered Unit proved to be defective.

**REMEDY** – If, during the Warranty period, a Covered Unit or material component thereof covered by the Warranty is damaged in any way, WatchGuard agrees to replace the Covered Unit with an Advance Replacement Unit. The Advance Replacement unit will ship via UPS ground and include a prepaid shipping label to return the defective or damaged Covered Unit. WatchGuard requires that all parts and pieces of the damaged Covered Unit be returned. By contacting WatchGuard to send in a Covered Unit in for repair or replacement under the Warranty, the Customer agrees to return the damaged Covered Unit within 30



days of the date of contacting WatchGuard. Failure to return the Covered Unit will result in the Customer being billed the full purchase price for an Advance Replacement Unit. The Advance Replacement Unit shall be warranted for the remainder of the Warranty applicable to the Covered Unit.

**SHIPPING** –During the Warranty period, WatchGuard will provide an Advance Replacement Unit with a prepaid shipping label to return any defective unit for any customer in the continental United States, provided serial numbers are submitted during the Customer Service diagnostic process. In such event, contact WatchGuard’s Customer Service Department for troubleshooting and to start the diagnostic process. Any expedited shipping costs are the responsibility of the Customer.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard’s factory for Warranty service, including without limitation, any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation.

The Customer may also obtain Warranty service by contacting a local WatchGuard Authorized Service Center (ASC). A list of local ASCs may be obtained by contacting WatchGuard’s Customer Service Department. Customers will be responsible for all transportation costs to and from the ASC for warranty service.

The Warranty gives the Customer specific legal rights. There may also be other rights that may vary from state to state or from country to country. The Customer is advised to consult applicable state or country laws for a full determination of applicable rights.

#### SUPPORT CONTACT INFORMATION

**WatchGuard Video, Inc.**

Attn: Customer Service Department  
415 E. Exchange Parkway  
Allen, Texas 75002  
(800) 605-6734 Toll Free Main Phone  
(866) 384-8567 Toll Free Queued Customer Service  
(972) 423-9777 Main  
(972) 423-9778 Fax  
[www.watchguardvideo.com](http://www.watchguardvideo.com)  
[support@watchguardvideo.com](mailto:support@watchguardvideo.com)



## LIMITED IN-CAR HARDWARE WARRANTY

WatchGuard Video, Inc., in recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of five years from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. Where defects in material or workmanship may occur, the following warranty terms and conditions apply:

**WARRANTOR** – This warranty is granted by WatchGuard Video, Inc., 415 E. Exchange Parkway, Allen, TX 750002, Telephone: 972-423-9777, Facsimile: 972-423-9778.

**PARTIES TO WHOM WARRANTY IS INTENDED** – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard.

**PARTS AND COMPONENTS COVERED** – All parts and components and repair labor of the warranted unit manufactured and/or installed by WatchGuard are covered by this warranty, except those parts and components excluded below.

**PARTS AND COMPONENTS NOT COVERED** – The Limited Warranty excludes normal wear-and-tear items such as frayed or broken cords, broken connectors, and scratched or broken displays. WatchGuard reserves the right to charge for damages resulting from abuse, improper installation, or extraordinary environmental damage (including damages caused by spilled liquids) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the WatchGuard system was internally changed, modified, or repair attempted, the system warranty will become null and void.

**LIMITED LIABILITY** – WatchGuard's liability is limited to the repair or replacement of components found to be defective by WatchGuard. WatchGuard will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective. WatchGuard will not be responsible for any removal or re-installation cost of the unit or for damages caused by improper installation.

**REMEDY** – If, within the duration of this warranty, a unit or component covered by this warranty is determined by WatchGuard to be defective in material or workmanship, WatchGuard shall replace any defective components. Replacement of a defective component(s) pursuant to this warranty shall be warranted for the remainder of the warranty period applicable to the system warranty period. WatchGuard will advance ship a replacement unit, or at the request of the customer, ask for the unit to



be sent in for repair. In the case of an advanced shipment replacement, WatchGuard will supply a return label with the advance unit, and the customer must return the defect within thirty days.

**SHIPPING** – When an advanced replacement is sent out, the unit will ship via ground shipping, and WatchGuard will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact WatchGuard’s Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty-day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to WatchGuard. WatchGuard will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

Should you have any further questions regarding the WatchGuard limited warranty, please direct them to:

**WatchGuard Video, Inc.**

Attn: Customer Service Department

415 E. Exchange Parkway

Allen, Texas 750002

(800) 605-6734 Toll Free Main Phone

(972) 423-9777 Main

(972) 423-9778 Fax

[www.watchguardvideo.com](http://www.watchguardvideo.com)

[support@watchguardvideo.com](mailto:support@watchguardvideo.com)

# EQUUS<sup>®</sup>

COMPUTE SOLUTIONS

**WARRANTY AND SUPPORT SERVICES**



## Introduction

Equus Warranty and Support Services feature a comprehensive suite of support services designed to maximize the readiness and availability of your business operations.

These services provide support actions, including remote diagnostics and troubleshooting, component replacement, On-Site Service Technician dispatch, the ability to keep your drive, and other necessary assistance to help resolve incidents with your covered hardware.

With Equus Warranty and Support Services, you can build the tailored support service that best suits the needs of your business operations.

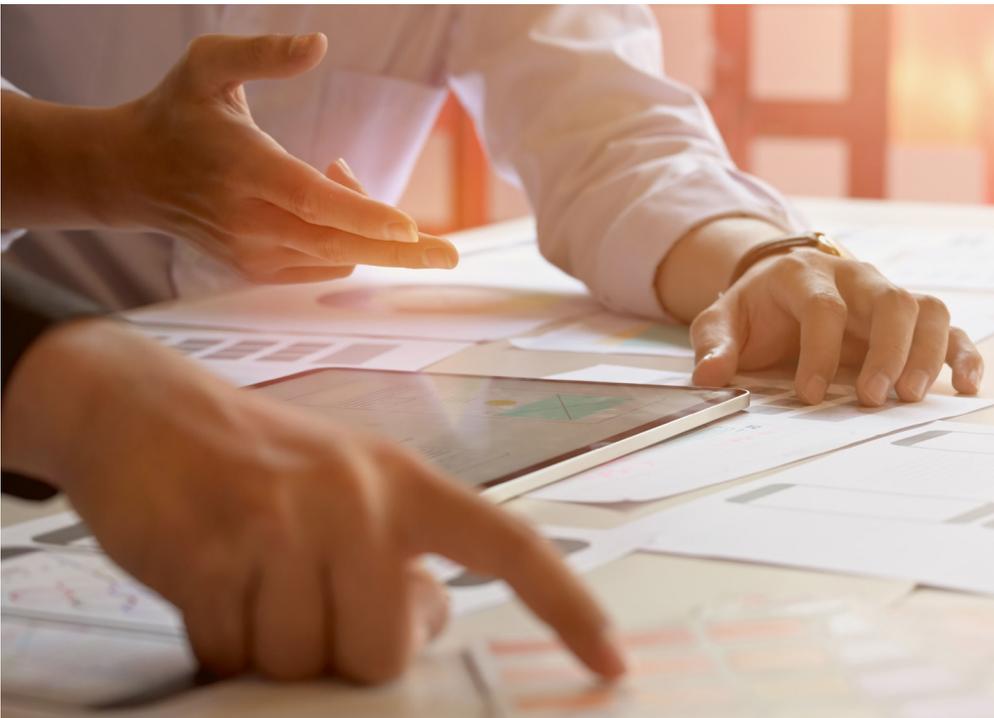
# Available Support Services

Equus offers two distinct hardware support services.

- EQCare Client
- EQCare Server

Two additional support services are available to enhance the above hardware support services.

- EQCare Plus
- EQCare Flex KYD



All support services contained in this document are product dependent. Support service availability, response times, and support actions for individual EQCare Client, EQCare Server, EQCare Plus, and EQCare Flex KYD support services vary and apply to covered products accordingly.<sup>1</sup>

Equus Customer Support can be contacted for assistance via telephone, email, webchat, or web portal regarding incidents on covered hardware.

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<sup>1</sup> Support services, response times, and coverage windows are subject to local availability.

# SUPPORT SERVICE FEATURES

Every support service offered by Equus provides unique product-dependent features for your covered hardware. This section introduces each of the available support services and outlines their support features. For more detailed information on individual support services, refer to the **Support Service Actions** section below.

## EQCare Client

Equus is committed to keeping your Desktop systems up and running. EQCare Client service is designed to maximize the uptime of your business operations by providing remote assistance through Equus Customer Support and access to replacement components when required.

### FEATURES:

- Monday-Friday, 7 AM-7 PM (CST) Equus Customer Support
- Remote troubleshooting and diagnostics
- Depot repair services with five-day SLA turnaround
- Next Business Day Advanced cross-ship of field replaceable components<sup>2</sup>

## EQCare Server

Your Server and Storage systems deserve our highest priority because your customers and your business depend on them. With our EQCare Server service, you gain access to round the clock Customer Support and our fastest shipping options. Upon contact, Equus Customer Support will assist in determining the root cause of your incident.

### FEATURES:

- 24x7x365 Equus Customer Support (including holidays<sup>3</sup>)
- 4-hour Anytime Response to talk to Equus Customer Support<sup>4</sup>
- Remote troubleshooting and diagnostics
- Depot repair services with five-day SLA turnaround
- Next Business Day Advanced cross-ship of field replaceable components<sup>5</sup>

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<sup>2</sup> Based on component availability.

<sup>3</sup> Availability may vary by country.

<sup>4</sup> For Severity Level 1 and 2.

<sup>5</sup> Based on component availability.



## EQCare Plus

When your system is serviced by a certified Equus technician, you can be confident the work was completed to our industry-leading standards. EQCare Plus includes access to a certified Equus technician who will travel to your registered location and provide direct assistance with the repair of the covered hardware. This service is an upgrade to your existing EQCare Client and/or EQCare Server service.

### FEATURES:

- NBD dispatch of On-Site Service Technician<sup>6</sup>
- On-Site Service Technician arrives on-site at your registered location
- On-Site Service Technician is trained and certified for Equus system repair
- On-Site Service Technician installs components, performs repairs, and tests functionality

## EQCare Flex KYD

Equus understands that you may need to retain your Hard Disk Drive (HDD) or Solid State Drive (SSD) when replacing it. Sensitive data storage devices often require a higher degree of security, including control over their accessibility and disposal. Typically, to qualify for replacement, a failed drive must first be returned to Equus. With EQCare Flex KYD, you are provided a replacement drive for the covered system<sup>7</sup> and the freedom to keep the failed drive within your secure business environment.

### FEATURES:

- Ability to keep your failed HDD/SSD within your secure environment
- Provides replacement HDD/SSD within your system's support service term

<sup>6</sup> After replacements components arrive.

<sup>7</sup> EQCare Flex only available for select Equus systems. Contact Equus Customer Support for more detailed information.

# SUPPORT SERVICE ACTIONS

Every support service provided by Equus utilizes a variety of support actions. This section details the coverage and support Equus provides for each part of a service and what customer expectations may be required.

## EQCare Client Support Actions

### 1. Contact Equus Customer Support.

Equus Customer Support is available Monday-Friday 7 AM-7 PM (CST).

### 2. Troubleshoot Hardware.

Speak with Equus Customer Support for assistance with troubleshooting your Desktop hardware incident. Most incidents can be resolved through the troubleshooting process.<sup>8</sup> For the most expedient and efficient troubleshooting, you may be required to do the following:

- Help determine the Severity Level of the incident
- Download tools or diagnostics to run on your system
- Send log files to Equus
- Load or install firmware or software updates
- Provide accurate error codes

### 3. Make Shipping Arrangements.

Once troubleshooting is complete, it may be determined that replacement components are required to resolve the incident. Depending on replacement requirements, Equus may ship the necessary components to your registered location or may require the system to be sent back to Equus for Depot Repair.<sup>9</sup> Replacement component shipping times are based on availability.

### 4. Install Components.

If replacement components are shipped to your location, you are responsible for the installation of those components. Upon request, an On-Site Service Technician can be provided<sup>10</sup> to perform the installation/repair of the covered hardware and test hardware functionality for you.

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<sup>8</sup> Equus is unable to estimate time or effort required for troubleshooting.

<sup>9</sup> You are responsible for the return shipping of any failed components.

<sup>10</sup> For an additional fee.

# EQCare Server Support Actions

## 1. Contact Equus Customer Support.

Equus Customer Support is available 24x7x365.<sup>11</sup>

When you open a support request by phone, Equus commits a Representative to respond to your request within four hours, day or night.<sup>12</sup>

## 2. Troubleshoot Hardware.

Speak with Equus Customer Support for assistance with troubleshooting your Server or Storage hardware incident. Most incidents can be resolved through the troubleshooting process.<sup>13</sup> For the most expedient and efficient troubleshooting, you may be required to do the following:

- Help determine the Severity Level of incident
- Download tools or diagnostics to run on your system
- Send logs files to Equus
- Load or install firmware or software updates
- Provide accurate error codes

## 3. Make Shipping Arrangements.

Once troubleshooting is complete, it may be determined that replacement components are required to resolve the incident. Depending on replacement requirements, Equus may ship the necessary components to your registered location or may require the system to be shipped back to Equus for Depot Repair.<sup>14</sup> Replacement component shipping times are based on availability.

## 4. Install Components.

If replacement components are shipped to your location, you are responsible for the installation of those components. Upon request, an On-Site Service Technician can be provided<sup>15</sup> to perform the installation/repair of the covered hardware and test hardware functionality for you.

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<sup>11</sup> Telephone support is 24x7x365. All other forms of contact are monitored Monday-Friday 7AM-7PM (CST).

<sup>12</sup> Four hour call back applies to severity 1 and 2 incidents only.

<sup>13</sup> Equus is unable to estimate time or effort required for troubleshooting.

<sup>14</sup> You are responsible for the return shipping of any failed components.

<sup>15</sup> For an additional fee.

# EQCare Plus Support Actions

## 1. Contact Equus Customer Support.

Equus Customer Support is available 24x7x365.<sup>16</sup>

When you open a support request by phone, Equus commits a Representative to respond to your request within four hours, day or night.<sup>17</sup>

## 2. Troubleshoot Hardware.

Speak with Equus Customer Support for assistance with troubleshooting your hardware incident. Most incidents can be resolved through the troubleshooting process.<sup>18</sup> For the most timely and efficient troubleshooting, you may be required to do the following:

- Help determine the Severity Level of incident
- Download tools or diagnostics to run on your system
- Send log files to Equus
- Load or install firmware or software updates
- Provide accurate error codes

## 3. Make Shipping Arrangements.

Once troubleshooting is complete, if it has been determined that components are required to resolve the incident, field serviceable replacement components will be shipped to your location.<sup>19</sup> Replacement component shipping times are based on availability.

## 4. Make Scheduling Arrangements.

On-Site Service Technicians are available Monday-Friday 9 AM-5 PM local time.<sup>20</sup>

Once the replacement component has arrived on-site, an On-Site Service Technician can be scheduled for NBD dispatch<sup>21</sup> to perform the installation/repair of the covered hardware.

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<sup>16</sup> Telephone support is 24x7x365. All other forms of contact are monitored Monday-Friday 7AM-7PM (CST).

<sup>17</sup> Incidents of Severity Level 1 and 2 qualify for callback within four hours.

<sup>18</sup> Equus is unable to estimate time or effort required for troubleshooting.

<sup>19</sup> Components ordered before 3PM (CST) qualify for NBD shipping. Components ordered after 3PM (CST) may take an additional business day.

<sup>20</sup> This excludes holidays.

<sup>21</sup> Your system location must be registered with Equus and available on-site before a Tech can be dispatched. Requests for a Tech placed before 3PM local time qualify for NBD dispatch.

## 5. Make Technician Accommodations.

For our On-Site Service Technicians to best serve you, your assistance and cooperation may be required. Certain arrangements should be made before the technician arrives on-site. These include:

- The system must be located at the registered address
- The work environment must be safe and clear of obstructions
- Provide access to your system within 30 minutes of arriving on-site
- Special requirements (badges, clearances, approvals, etc.) must be handled before the On-Site Service Technician is dispatched
- Data backup, removing confidential data from affected systems

### OUR ON-SITE SERVICE TECHNICIANS WILL:

- Install replacement components
- Test functionality

## 6. On-Site Service Technician Travel Expectations.

All our On-Site Service Technicians make their best effort to arrive on-site at their earliest availability. Locations within 50 miles qualify for NBD dispatch. If your system location is further than 50 miles from our nearest Service Depot,<sup>22</sup> additional time may be required to schedule an On-Site Service Technician.

### 0-50 MILES FROM SERVICE DEPOT:

- Next Coverage Day

### 51-100 MILES FROM SERVICE DEPOT:

- One Additional Coverage Day Minimum<sup>23</sup>

### 100+ MILES FROM SERVICE DEPOT:

- Subject to On-Site Service Technician availability<sup>24</sup>

Please contact Equus Customer Support for more information regarding coverage details, and maximum On-Site Service Technician travel distances specific to your area.

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<sup>22</sup> Distance may affect Tech response times.

<sup>23</sup> Additional charges may apply.

<sup>24</sup> Additional charges may apply.

# EQCare Flex KYD Support Actions

## 1. Contact Equus Customer Support.

Customer Support availability and response times for EQCare Flex KYD are product dependent. Refer to the corresponding **EQCare Client Support Actions** or **EQCare Server Support Actions** sections for more information.

## 2. Troubleshoot Hardware.

Speak with Equus Customer Support for assistance with troubleshooting your hardware incident. Most incidents can be resolved through the troubleshooting process.<sup>25</sup> For the most expedient and efficient troubleshooting, you may be required to do the following:

- Help determine the Severity Level of incident
- Download tools or diagnostics to run on your system
- Send logs files to Equus
- Load or install firmware or software updates
- Provide accurate error codes

Upon completion of troubleshooting with Equus Customer Support, if it is determined that the system contains a qualified HDD or SSD, EQCare Flex KYD allows you to retain the component in question and receive a replacement. Your system must first be qualified for replacement and must reside at your registered location to qualify for EQCare Flex KYD.

If Equus deems necessary, your hardware may require further investigation into the cause of the incident. To perform this support action, Equus may request a return and/or access to your hardware. You agree to work with Equus to facilitate the return and/or access to the hardware in question.

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<sup>25</sup> Equus is unable to estimate time or effort required for troubleshooting.



### 3. Make Shipping Arrangements.

Once troubleshooting and qualification is complete, if it has been determined that a replacement HDD or SSD is required, the replacement drive will be shipped to your location.<sup>26</sup> Replacement shipping times are based on availability.

### 4. Install Drive.

If a replacement drive is shipped to your location, you are responsible for installation. Upon request, an On-site Service Technician can be provided<sup>27</sup> to perform the installation/repair of the covered hardware and test hardware functionality for you. To qualify for this service, Equus must be notified of systems residing at any unregistered locations ahead of time.<sup>28</sup>

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<sup>26</sup> Components ordered before 3PM (CST) qualify for NBD shipping. Components ordered after 3PM (CST) may take an additional business day.

<sup>27</sup> For an additional fee.

<sup>28</sup> Changes in registered location affect transportation time and availability and may result in additional fees.

# SEVERITY LEVELS

Upon contact, Equus Customer Support will assist in determining the Severity Level of your incident. Once the Severity Level has been determined, Customer Support will assist with troubleshooting, obtaining replacement components, scheduling and On-Site Service Technician, or other necessary support actions to restore your system to full functionality. Systems with Level 1 (Critical) Severity will receive our highest priority.

**Level 1** – Critical. The system is completely down or unresponsive and requires immediate support action.

**Level 2** – High Severity. The system is degraded in a way that severely impacts functionality or business operations.

**Level 3** – Medium/Low Severity. The system is degraded in a way that has no or little impact to the functionality and/or business operations.

## CONTACT EQUUS FOR SUPPORT

- Phone: 800-576-7929
- E-mail at [techsupport@equuscs.com](mailto:techsupport@equuscs.com)
- Website at <https://www.equuscs.com/support/>
- Web Chat at <https://www.equuscs.com/support/>
- Web Portal

Only Equus phone lines are monitored 24x7.<sup>29</sup> All other contact methods are monitored during regular business hours. When you open a support request by phone, Equus commits a Representative to respond to your request within four hours, day or night.<sup>30</sup>

### FOR SUPPORT YOU NEED:

- Hardware serial number
- Describe where and what it looks like
- Description of your hardware issue
- Any pertinent data
- Willingness to assist with remote troubleshooting

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<sup>29</sup> Applies only to EQCare Plus.

<sup>30</sup> Four hour call back applies to severity 1 and 2 incidents only.

## COLLABORATIVE SUPPORT SERVICES

Certain third-party products may frequently be used along-side systems covered by an active Equus warranty or support service. Upon utilizing your support service, Equus may determine that a third-party product is the cause of the incident. If the third-party product qualifies, Equus may provide collaborative support services. In this event, Equus will act as the sole point-of-contact until the incident is contained. Additionally, Equus may contact the third-party provider, supply documentation of the incident, and continually track status updates and action plans from the provider within reasonable limits.

To qualify for collaborative support services, you are required to have an active Equus support service as well as the applicable active support service directly with the qualified third-party provider. Once the incident is contained, and the third-party provider has been notified, the third-party provider becomes solely responsible for providing all necessary support service actions to resolve your reported incident. Equus is neither responsible nor liable for the quality, effectiveness, or any other aspect of third-party products or services. The eligibility of third-party products for collaborative support services is subject to change at any time without prior notice.

# NON-STANDARD COMPONENTS IN CUSTOM SYSTEMS

## Replacement and Repair

Coverage of non-standard or unique components may be included with your support service as a component exchange service. This service works along-side your corresponding support service that covers the replacement of qualified standard Equus components in standard configuration.

Equus is not responsible for the availability of non-standard components. If you facilitate the replacement process by ordering the required components in advance, Equus will provide non-standard support services to exchange those qualified non-standard components which have been made available. Response time for repair and installation of replacement components is subject to the coverage terms in your warranty or support service. However, non-standard component replacement may not qualify for NBD shipping or On-Site Service Technician dispatch.

## Third-Party Services

Equus may be required to utilize a third-party manufacturer, warranty, and/or services to perform non-standard component support services. In this event, you agree to assist Equus to facilitate the use of the corresponding third-party warranty and/or services. This includes, but is not limited to, providing all materials requested by third-party manufacturers or providers.

Equus does not provide firmware or software for non-standard components. You are responsible for updating and monitoring all non-standard components with software provided by the original manufacturer. Additionally, you are expected to resolve all incidents with software/firmware, utilities, and hardware by contacting the original manufacturer.

# Engineer Testing

Equus engineer testing is required after the installation of any non-standard components. Once complete, a Statement of Work (SOW) will be issued for the resulting configuration with a test report providing a result of Pass/Fail. The report will list the firmware levels and exact hardware configuration tested. Any software or non-standard component support services you request are available only for the exact configuration in question (as tested) at that time.

Any modification of Equus standard utility configurations, including BIOS and Firmware, is not supported. It is your responsibility to work directly with the manufacturer to resolve any incidents found during engineer testing of non-standard components. This may include incidents involving performance, software, firmware, or hardware.

Any additional testing performed after you have received a report with a result of PASS requires a new SOW and is subject to the resultant engineering fees. This includes all related engineer testing performed for repair, replacement, or support of any component of the system within the applicable warranty or support service term.

All services provided to non-standard components are subject to the coverage terms of your support service.

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COMPUTE SOLUTIONS

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## **Exelus Server/Storage System 5-Year On-Site Service Plan**

This Service Plan applies to on-site computer repair services purchased by the original purchaser or subsequent transferees (hereinafter referred to as "Customer") from Exelus, LLC (hereinafter referred to as "Exelus") for the computer system purchased (hereinafter referred to as "System") from the original manufacturer (hereinafter referred to as "OEM"). Exelus shall provide to the Customer the services described in this Service Plan for a period of five (5) years (hereinafter referred to as "Service Plan Period").

### **System location registration:**

This Service Plan is activated as of the original invoice date of the System from the OEM. However, Customer must register the System's final destination address with the OEM to ensure proximity to a service technician. System final destination addresses that are not registered with the OEM by the Customer will be supported using commercially reasonable efforts, but will not commit to next business day service. If at any time the System is moved from its originally registered location, Customer must notify Exelus within 30 calendar days in advance of the System move in order to verify on-site coverage capability at the new location. If not so notified, Exelus will make commercially reasonable efforts to service the System, but will not commit to next business day service, and reserves the right to refuse coverage and/or increase the Service Plan price of that System at the new location.

### **This Service Plan is a limited plan that covers Systems installed in the United States only.**

To obtain service under this Service Plan, Customer must contact Exelus at 1-800-576-7929 and provide the following information: (1) System serial number; (2) report the nature of the problem with the System; (3) provide any error logs the System has generated; (4) be prepared to troubleshoot the issue with Exelus to identify components in need of replacement. Exelus representatives will initially attempt to diagnose any System problem over the telephone prior to dispatching an authorized Exelus service provider on-site. Only representatives of Exelus or authorized Exelus service providers may perform repairs on the System under this Service Plan.

Telephone technical service is available via Exelus' toll-free service line at 1-800-576-7929 7 x 24 x 365 for server and storage Systems.

During the Service Plan Period, Exelus will repair or replace, at the option of Exelus, any components having a defect in material or workmanship. All replacement components shall be provided by the OEM at no cost to Customer. Exelus will return the System to a like factory shipped condition. Under this Service Plan, Exelus will not load or reload Customer's software including: Non-OEM installed applications, Non-OEM installed operating systems, non-OEM installed management software or make BIOS or firmware updates unless required for the replacement of

hardware components. Circumstances may, however, require the reloading of the operating system as originally installed by the OEM. Exelus may provide hardware replacement components made by various manufacturers when supplying components to Customer. All hardware replacement components shall be covered under this Service Plan for the remainder of the Service Plan Period or thirty (30) days (whichever is longer). The OEM warrants that replacement parts will be interchangeable with the parts they are to replace, and will conform to the specifications current when they are shipped. Exelus will, at its discretion, utilize new or like new (tested equivalent to new) components.

Some problems or defects may require Exelus or authorized Exelus service providers or Customer to reformat or replace a hard disk drive or solid state drive. Under such circumstances all data on the drive may be lost. Customer is solely responsible for its data. Neither Exelus nor the authorized Exelus service providers shall be liable for the loss or destruction of any data at any time. Exelus strongly advises Customer to implement and maintain a daily routine to backup data to minimize the loss of data in the event of System failure.

Customer is required to return all replaced and/or unused components dispatched to service the System including hard disk drives and solid state drives to Exelus. Customers that intend to keep a failed hard disk drive or solid state drive to attempt data recovery or protect/secure the data must contact Exelus prior to the on-site service to purchase a replacement drive. Customer is responsible for any charges incurred to replace the drive up to the purchase price and shipment costs of the replacement drive if the drive manufacturer does not honor the replacement. Neither Exelus nor the OEM will accept the failed hard disk drive or solid state drive after the service incident has been closed.

#### **RESPONSIBILITIES OF CUSTOMER**

Customer shall: **(1)** Operate the System in an environment meeting the OEM's specifications for thermal, humidity and power; **(2)** Protect/condition the supply of electricity to the System through the use of appropriate surge protection devices; **(3)** Comply with the OEM's operating manual; **(4)** If experiencing hardware difficulties and are receiving diagnostic messages or logs, print out or make note of the specific error messages and communicate them to an Exelus help desk technician by contacting Exelus' toll-free service line, 1-800-576-7929; **(5)** Have an adult representative present whenever Exelus provides phone or onsite services under this Service Plan; **(5)** Perform such diagnostic procedures or programs as requested by Exelus or an authorized Exelus service provider prior to or when on-site; **(6)** Safeguard and deliver to an authorized Exelus service provider all replacement parts and/or accessories shipped by the OEM to Customer upon authorized Exelus service provider's arrival to the service location; **(7)** Return the component(s) to be replaced or the replacement component(s) or item(s) shipped to Customer to Exelus; **(8)** Assume financial responsibility for all replacement and failed parts and accessories, including, but not limited to, cables, manuals and other accessories bundled with component(s); Exelus will provide a return shipping label at Exelus' expense with any replacement components to execute the Service Plan; however, it is the Customer's responsibility to pack and ship any unused and/or defective component back to Exelus using the provided return shipping label; Customer may be required to supply a valid credit card number, expiration date (i.e. VISA or Master Card), and CVV

code to secure reimbursement to the OEM in the event of physical or cosmetic damage to components and/or all defective or unused parts, components and accessories not returned to Exelus; If the unused and/or failed components are not returned to Exelus or Exelus determines a component is damaged due to negligence, improper shipment packing or improper component handling, Customer is financially responsible for the non-return of components and any damage to components; In the event Customer does not return unused or replaced defective components dispatched for service unless otherwise previously approved to not return components by Exelus, Exelus reserves the right to terminate this Service Plan.

#### **SERVICE PLAN EXCLUSIONS:**

This Service Plan does not include: **(1)** Service or replacement of peripherals including, but not limited to, monitors, keyboards, mice, scanners, printers, speakers, external drives, backup media, video adapters, external cables, power protection devices (UPSs and power strips); **(2)** Coverage for any component listed on the OEM invoice that does not align with the OEM's part number scheme of "AA1234" or "AAA123" or otherwise identified as "special order" or "non-stock" which are only covered under their respective manufacturer's warranties; **(3)** Integrated battery products including CMOS, disk controller cache backup (BBU) batteries within Systems are covered during the first year of this Service Plan only. Battery components coverage beyond the first year of this Service Plan are only covered by the respective component manufacturer's warranty; **(4)** Installation or set-up of the System; **(5)** Service needed as a result of moving the System; **(6)** Physical and/or cosmetic damage to the exterior surface or housing of the System; **(7)** Service needed if the System has been damaged by misuse, accident, abnormal use, improper handling, neglect, abuse, alteration, improper installation, unauthorized repair or modification, improper testing or causes external to the System such as, but not limited to, excessive heat or humidity, power failures, liquid exposure, power surges, lightning, or acts of God/Nature; **(8)** Only post-System-sale hardware additions, hardware upgrades, hardware modifications, or hardware configuration changes purchased from the OEM are covered by this Service Plan; **(9)** Any problem/issues not involving a defect in the System hardware, including, but not limited to software problems and errors, programming problems and errors, software incompatibility problems, software installation problems and errors, application software, Non-OEM installed operating systems, Non-OEM installed management software; **(10)** Any problem deemed by Exelus, in its sole discretion, that cannot be solved by on-site replacement of defective System components reserves the right to ship the System to OEM for diagnostic testing/repair; **(11)** Use of any component in the System if the component is not purchased with the original System, or designated by the OEM for use with the System; **(12)** Exelus will only perform work related to the hardware failure identified in the original Exelus case. Any additional work that is requested will be billed to Customer under Exelus time and materials billing rates.

Exelus is not responsible for terms of this Service Plan if the System at Customer's site is not installed and maintained in agreement with the OEM's specifications for operating environments. Exelus will only go on-site to repair the System if prompt access to the System can be accommodated, including granting security and facility access. Exelus reserves the right to invoice Customer under Exelus' time and materials billing rates for the fees associated with said service event if: **(1)** Exelus has to wait more than 15 minutes for the Customer site contact or for any

cancellations or postponement of service events within 24 hours of the scheduled service event, or **(2)** Exelus is not allowed onsite due to a clearance or escort requirements where Exelus was previously not made aware of such requirements, or **(3)** it is determined the scheduled service event is "No-Trouble-Found" that may include problems caused by cables extending throughout the building connecting the System to terminals, printers, phone lines, defective SPS/UPS systems, defective media, defective consumables or other non-System related hardware problems which should have been screened by the Customer, or **(4)** lack of preventative maintenance on the System hardware as determined by Exelus.

This Service Plan may be transferred at any time during the original term hereof. The transferee succeeds to the remaining term of the Service Plan.

#### **LIMITATION OF LIABILITY**

**NEITHER EXELUS NOR ITS AUTHORIZED SERVICE PROVIDERS SHALL HAVE ANY LIABILITY FOR AND SPECIFICALLY DISCLAIM ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF BUSINESS, DOWN TIME, CUSTOMER'S TIME, CLAIMS BY THIRD PARTIES OR INJURY TO PERSONS OR PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF EXELUS AND/OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER UNDERSTANDS AND AGREES THAT EXELUS AND ITS AUTHORIZED SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR LOSS, DESTRUCTION OR DAMAGE TO SOFTWARE AND/OR DATA. CUSTOMER'S SOLE REMEDY AGAINST EXELUS AND ITS AUTHORIZED SERVICE PROVIDERS IS LIMITED TO EXELUS REPLACING THE DEFECTIVE SYSTEM OR SYSTEM COMPONENT AND/OR TO SEEK RECOVERY OF THE AMOUNTS CUSTOMER PAID FOR THIS SERVICE PLAN. LAWS VARY FROM STATE TO STATE SO THE ABOVE LIMITATIONS MAY NOT APPLY.**

**EXELUS MAKES NO WARRANTIES EXCEPT FOR THOSE EXPRESSLY PROVIDED HEREIN. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.**

Because of the rapid development of technology in the computer industry, or for other reasons, a particular component may not be available from the OEM. In such event, Exelus will make commercially reasonable efforts to locate a compatible replacement component(s) from other sources.

This Service Plan shall be governed by and construed in accordance with the laws of the State of Minnesota. If any provision of this Service Plan is void or unenforceable, the parties agree to delete it and agree that the remainder of this Service Plan will continue to be in effect. Exelus may assign this Service Plan to any entity that controls, is controlled by or is under common control with Exelus. No term or condition of any purchase order or other writing issued by Customer inconsistent with this Service Plan will be binding upon Exelus.



SCHEDULE 3

SOFTWARE END USER  
LICENSE AGREEMENT  
AND WARRANTY

*(SEE ATTACHED)*



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Our entire liability and your exclusive remedy shall be:

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- If we or an authorized Dealer or Distributor are unable to deliver a replacement diskette(s) or other media that is free of defects in materials or workmanship, you may terminate this Agreement by returning the Software and Documentation and your money will be refunded.

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- If we or an authorized Dealer or Distributor are unable to deliver a replacement diskette(s) or other media that is free of defects in materials or workmanship, you may terminate this Agreement by returning the Software and Documentation and your money will be refunded.



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SCHEDULE 4  
SERVICE LEVEL AGREEMENT  
(SEE ATTACHED)



## WatchGuard Service Level Agreement

### **STANDARD SERVICE LEVEL AGREEMENT SUMMARY**

#### TIER 1

When a customer calls the WatchGuard Video support line (1-866-384-3567) during normal business hours (7am-6pm CST), the customer will speak to a technician within 30 minutes of placing the call. If it is outside of normal business hours, and it is a MEDIUM PRIORITY or HIGH PRIORITY issue, the customer will be connected to a technician within 1 hour. LOW PRIORITY issues are not addressed after hours.

The customer will be given a RESOLUTION or the issue will be escalated to Tier 2 within 4 business hours. If an issue is escalated to Tier 2, the customer will receive an email notification.

#### TIER 2

When an issue is escalated to Tier 2, the customer will be contacted by a Tier 2 Representative within 4 business hours.

For LOW PRIORITY problems that are escalated to Tier 2, the customer will be given a RESOLUTION or the issue will be placed on ENGINEERING HOLD within 3 Business Days of initial contact with Tier 2 Representative.

For MEDIUM PRIORITY problems that are escalated to Tier 2, the customer will be given a RESOLUTION or the issue will be placed on ENGINEERING HOLD within 2 Business Days of initial contact with Tier 2 Representative.

For HIGH PRIORITY problems that are escalated to Tier 2, the customer will be given a RESOLUTION or the issue will be placed on ENGINEERING HOLD the same Business Days of initial contact with Tier 2 Representative.

#### ENGINEERING HOLD

When an issue is placed on ENGINEERING HOLD, the customer will be notified within 4 business hours.

For LOW PRIORITY problems on ENGINEERING HOLD, customer will be given daily status updates until RESOLUTION.

For MEDIUM PRIORITY and HIGH PRIORITY problems on ENGINEERING HOLD, customer will be given 4 hour status update until RESOLUTION.

Problems placed on ENGINEERING HOLD are very complex and are often unique to a customer’s environment. Therefore, there is no expectation given of resolution time.

REPLACEMENT HARDWARE

If a RESOLUTION requires hardware repair/replacement, and ...

1. The malfunctioning hardware component is covered by a current WatchGuard Video Hardware Warranty (including “No Fault” or “Standard”) or other valid WatchGuard Video Service contract that includes hardware repair, and is a component of the CAMERA SYSTEM HARDWARE, where possible, a replacement hardware component will be sent as an advanced replacement the next business day via UPS Ground. –or-
2. The malfunctioning hardware component is covered by a current WatchGuard Video Hardware Warranty (including “No Fault” or “Standard”) or other valid WatchGuard Video Service contract that includes hardware repair, and is a component of the IT SYSTEM HARDWARE, the component will be shipped from the WatchGuard Video Vendor in the most expedient manner possible. Often, IT SYSTEM HARDWARE must ship from then vendor to WatchGuard Video for configuration before it can then be shipped to the customer. –or-
3. The malfunctioning hardware component is NOT covered by a current WatchGuard Video Hardware Warranty (including “No Fault” or “Standard”) or other valid WatchGuard Video Service contract that includes hardware repair, the component must be shipped to WatchGuard Video for service. The customer is obligated to pay for the freight to and from WatchGuard Video as well as the labor and parts required to perform the unit repair.

For RESOLUTIONS that require hardware repair/replacement, the resolution is considered to have occurred at the moment that the malfunctioning hardware was identified. Thus, resolution times are unaffected by how long it takes for the customer to receive replacement product or repair defective product.

SUMMARY TABLE

Origin	Support Team	Priority	Service Response	Status Updates	Resolution Or Escalation
Direct Call	Tier 1	LOW,MEDIUM, HIGH	< 30 minutes of initial call	N/A	< 4 hours
Escalation	Tier 2	LOW	< 4 hours of escalation	N/A	< 3 days
Escalation	Tier 2	MEDIUM	< 4 hours of escalation	N/A	<2 days
Escalation	Tier 2	HIGH	< 4 hours of escalation	N/A	<1 days
Escalation	Eng Hold	LOW	< 4 hours of escalation	Daily	N/A
Escalation	Eng Hold	MEDIUM, HIGH	< 4 hours of escalation	Every 4 Hours	N/A

Note: hardware replacement is not included in RESOLUTION time.

## **TERMS AND DEFINITIONS**

### **SERVICE RESPONSE**

SERVICE RESPONSE (SR) is the maximum amount of time that it will take for a WatchGuard Video Technician to respond to a request for COVERED PRODUCT support. The SR is not affected by automated responses. The responder must be a WatchGuard Video Technician whose intent is to begin issue resolution.

### **WORK AROUND**

A WORK AROUND is a temporary fix that enables the Agency to continue functioning at normal efficiency or slightly diminished efficiency. Often, a WORK AROUND involves a temporary change in the processes or procedures of the Agency. To be considered a valid WORK AROUND, the agency must be able to capture new video evidence from all active WatchGuard Video devices, review new video evidence, and present new video evidence to court.

### **RESOLUTION**

RESOLUTION occurs when WatchGuard Video Closes the Issue and does not consider the issue as requiring additional work. RESOLUTION does NOT include restoring data/evidence. Disaster recovery of data is solely the responsibility of the agency. RESOLUTIONS can take the following forms.

*COMPLETE RESOLUTION – when a product performs exactly as designed after experiencing an issue that was corrected by WatchGuard Video Customer Service (Customer Service)*

*ENGINEERED RESOLUTION – when a product performs with WORK AROUND during an interim period that lasts until a minor or major revision release of the product firmware, software, or hardware that contains a change specifically designed to correct the current issue.*

### **CAMERA SYSTEM HARDWARE**

CAMERA SYSTEM HARDWARE is any Hardware Purchased as part of a WatchGuard Video manufactured camera system. IT Servers, desktop computer, and other back office systems are not included. Camera System Hardware includes but is not limited to, All In-Car components and hardware, docking stations/systems located In-Car or In-Office, Interview Room Components manufactured by WatchGuard Video, etc.

### **IT SYSTEM HARDWARE**

IT SYSTEM HARDWARE is any hardware purchased from WatchGuard Video, manufactured by a 3<sup>rd</sup> party for the purpose of connecting and running the WatchGuard Video Server and Back Office systems. IT SYSTEM HARDWARE includes but is not limited to, Server Hardware, Network Switches and Cabling, Server Racks, JBODS, etc.

### RESOLUTION TIME

RESOLUTION TIME is the time between SERVICE RESPONSE time and problem RESOLUTION.

### PROBLEM PRIORITIES

#### *LOW PRIORITY:*

LOW PRIORITY problems are problems that affect a single Camera Systems ability to record, upload, or review video.

#### *MEDIUM PRIORITY:*

MEDIUM PRIORITY problems are problems that affect more than one Camera Systems ability to record, upload, or review video or problems that prevent video Evidence from any camera from being reviewed in court.

#### *HIGH PRIORITY:*

HIGH PRIORITY problems are problems that affect all cameras connected to a server, transfer station, precinct, etc. Also, all "Server Down" issues are HIGH PRIORITY.

#### *SERVER DOWN:*

SERVER DOWN means that all users at the customer site are unable to access Evidence Library.

### ENGINEERING HOLD

ENGINEERING HOLD is a condition where an issue is too complex to resolve without putting someone on site, or without using resources provided by Engineering who have the capability of fundamentally changing the product. An Example would be a software bug which requires a coded fix.



SCHEDULE 5

SOFTWARE MAINTENANCE PLAN

*(SEE ATTACHED)*



# EVIDENCE LIBRARY SOFTWARE MAINTENANCE PLAN

## TERMS AND CONDITIONS

Your WatchGuard Software Maintenance Plan for Evidence Library (herein referred to as the “Software Maintenance Plan”) is governed by these Terms and Conditions and constitutes your contract with WatchGuard Video, Inc. as described below. Subject to these Terms and Conditions,

- (ii) The Evidence Library Software (“Covered Software”) first sold to an end user is guaranteed to be free from defects in material and workmanship for the duration of the coverage period.
- (iii) The Software Maintenance Plan provides you with access to telephone technical support and web-based support resources for the Covered Software.
- (iv) The Software Maintenance Plan provides you with access to software service packs, minor software updates, major software upgrades, and in-car and body camera V300 firmware updates.
- (v) The Software Maintenance Plan includes the “Basic” level of CLOUD-SHARE.

The Software Maintenance Plan can be extended beyond the Coverage Period of five years, provided payment for the annual Software Maintenance Plan for each year is made to WatchGuard prior to the end of the Coverage Period. The Software Maintenance Plan must be carried consecutively without any lapses in yearly coverage across all purchased 4RE In-Car, and V300 units. WatchGuard will track the serial numbers of each unit and associate coverage with the Software Maintenance Plan respectively. All 4RE In-Car, V300 and IT related hardware is excluded under the Software Maintenance Plan.

The duration of the Software Maintenance Plan (“Coverage Period”) is for five years. WatchGuard may restrict service provided under this Software Maintenance Plan to the Covered Software’s original country of purchase.

All Software Maintenance plans will have a “Common” expiration date that will be determined by the expiration of the original Software Maintenance from the initial purchase invoice. The common expiration date will be the same for all units. Any additional units purchased after the initial invoice, will not have Software Maintenance extended past the common expiration date unless additional years of Software Maintenance are purchased. All units must be extended at the same time and then the new expiration date will become the common expiration date for all current and future units purchased.



### SERVICE OPTIONS:

Remote Service which includes call center, on-line chat, email, will call, and remote desktop service, is provided free of charge for the Coverage Period. In instances where remote desktop capability is accessible, WatchGuard will make every reasonable effort to provide a solution remotely.

On-Site Technical Service must be scheduled in advance and is available not-to-exceed the amount for daily rate. Contact WatchGuard for further information regarding rates and availability.

## TECHNICAL SUPPORT

### TELEPHONE AND WEB SUPPORT

During the Coverage Period WatchGuard will provide you with access to telephone technical support and web-based technical support resources. Technical support may include the launch, configuration, troubleshooting, and recovery, interpreting system error messages, and determining when hardware repairs are required. WatchGuard will provide technical support for the Covered Software including software applications that are installed by WatchGuard or an Authorized Service Center. WatchGuard will provide support for the then-current version of the software.

### SUPPORT LIMITATIONS

The Software Maintenance Plan does not cover:

- (i) Issues that could be resolved by upgrading the software to the then-current version.
- (ii) Your use of or modification to the Covered Software in a manner for which the Covered Software is not intended to be used or modified.
- (iii) Third-party products or their effects on or interactions with the Covered Software.
- (iv) Does not cover the services or time related to the installation of the software, training, or software upgrades.
- (v) Your use of a computer or operating system that is unrelated to Covered Software.
- (vi) Connectivity issues with the Covered Software over networks not built or supported by WatchGuard.
- (vii) Covered Software that has been deleted or uninstalled.
- (viii) Preventative maintenance on the Covered Software.
- (ix) Damage to, or loss of, any software or data residing or recorded on the same computer as the Covered Software. The contents of the hard drive may be deleted in the course of service. WatchGuard may install system software updates as part of your service that will prevent the software from reverting to an earlier version. Reinstallation of software programs and user data are not covered under this Plan.



- (x) Hardware Warranty coverage includes, but is not limited to, servers, computers, DVD burners, JBOD online storage devices, uninterruptable power supplies, building mounted antennas, and all related brackets and mounting hardware (“IT Equipment”).
- (xi) On-Site technical service.
- (xii) Problems caused by the function of a network or viruses or other software problems introduced into the Covered Software or computer the Covered Software is running on.
- (xiii) Except as specifically provided herein, any other damages that do not arise from defects in materials and workmanship or ordinary and customary usage of the Covered Software.

Any Incident deemed out of scope as defined in this Software Maintenance Plan or any incident that occurs while no Software Maintenance Plan Agreement is in place, shall be subject to additional fees and/or charges. The Customer will be quoted applicable charges and rates prior to any service(s) being performed. Approved service(s) will commence upon receipt of a purchase order.

#### OBTAINING TECHNICAL SUPPORT

You may obtain technical support by calling (800) 605-6734. The Customer Service Representative will provide you technical support.

#### YOUR RESPONSIBILITY

To receive service or support under the Plan, you agree to comply with the following:

- (i) Provide your agency name and serial number (if required) of the Covered Software.
- (ii) Provide information about the symptoms and causes of the problems with the Covered Software.
- (iii) Respond to requests for information, including but not limited to the associated serial number of Covered Software, version, model, IT hardware, and software including operating system and database software, third-party software installed, any peripherals devices connected or installed with the Covered Software, any error messages displayed, actions taken before the Covered Software experienced the issue and steps taken to resolve the issue.
- (iv) You shall maintain all IT Equipment related to or required by the Covered Software. Any incident arising from inadequate maintenance of these systems shall be subject to additional per incident charges
- (v) Any changes to the hardware or software environment for both the Covered Software and IT Equipment made by Customer that results in any degradation in performance will be the responsibility of you including any related costs to correct the issue. Changes include, but are not limited to, in-car installation resulting in a non-approved



installation, damaged or misalignment of wireless antennas caused by the customer or weather, untrimmed trees or added obstacles that degrade wireless signal strength, added vehicles without regard for adding additional wireless access points that results in degraded performance, adding or changing video storage locations in an improper manner, adding or updating server software without the approval of WatchGuard, changes to the 4RE related network topology or architecture without consultation of WatchGuard.

#### GENERAL TERMS

- (i) WatchGuard may subcontract or assign performance of its obligations to third-parties but will not be relieved of its obligations to you in doing so.
- (ii) WatchGuard is not responsible for any failures or delays in performing under the Plan that are due to events outside WatchGuard's reasonable control.
- (iii) This Plan is offered and valid only in the United States of America. This Plan may not be available in all states, and is not available where prohibited by law.
- (iv) In carrying out its obligations WatchGuard may, at its discretion and solely for the purposes of monitoring the quality of WatchGuard's response, record part or all of the calls between you and WatchGuard.
- (v) WatchGuard is not obligated to renew the Software Maintenance Plan after termination. If a new Software Maintenance Plan is offered, WatchGuard will determine the price and terms.

#### LIMITATION OF LIABILITY

EXCEPT FOR THE LIMITED WARRANTIES AND REMEDIES CONTAINED HEREIN, THIS PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

NEITHER WATCHGUARD NOR ITS DEALERS OR SUPPLIERS WILL HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THE PRODUCT, EVEN IF WATCHGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. WATCHGUARD'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED YOUR ACTUAL DAMAGES.

This limited warranty gives you specific legal rights. You may also have other rights that may vary from state to state or from country to country. You are advised to consult applicable state or country laws for a full determination of your rights.



## SUPPORT CONTACT INFORMATION

### **WatchGuard Video, Inc.**

Attn: Customer Service Department  
415 E Exchange Parkway  
Allen, Texas 75002  
(800) 605-6734 Toll Free Main Phone  
(972) 423-9777 Main  
(972) 423-9778 Fax  
[www.watchguardvideo.com](http://www.watchguardvideo.com)  
[support@watchguardvideo.com](mailto:support@watchguardvideo.com)

PART II  
 PAYMENT TERMS AND/OR FEE SCHEDULE

The total amount of this contract is \$729,934.68.

The amounts due under this contract are as follows:

1. Upon contract execution	55%	\$401,464.07
2. Completion of Install Phase – Server and software are installed and accepted by the City, all vehicle installations are complete and accepted by the City, all interview room installations are complete and accepted by the City	5%	\$36,496.73
3. Completion of Testing – As set out in WatchGuard’s response to RFP form number 5 – Project Approach Narrative, System Implementation Detailed Description III, Testing (pages 36-38).	15%	\$109,490.20
4. Completion of Training – Including all administrator training, user training, and technician training.	5%	\$36,496.73
5. System Acceptance by the City – All facets of the system including hardware, software, and interfaces are installed and operating as expected by the City.	20%	\$145,986.95

Invoices shall be prepared and submitted in duplicate to the Attn: Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, agreement number, item number, description of services, unit prices, and extended totals.



415 E. Exchange Pkwy.  
 Allen, TX 75002  
 P - (972) 423-9777  
 F - (214) 383-9661

## Lee's Summit - Multiple Storage Options

### SOLUTION COST BREAKDOWN

Item #	Sales Part #	Description	Qty.	Unit Price	Extended Price
<b>IN-CAR CAMERA HARDWARE</b>					
1	4RE-STD-GPS-RV2	<b>4RE High Definition In-Car Video System (SPARE UNITS)</b> <i>Includes:</i> Choice of Zero Sightline HD Front Camera, Panoramic X2 Front, Camera or HD Zoom Camera Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 16GB USB drive 4.3" touch screen remote display control panel Cabin microphone All mounting hardware and cabling and accessories needed for installation 1-Year warranty on ALL in-car components	3	\$3,360.00	\$10,080.00
2	4RE-STD-GPS-RV2	<b>4RE High Definition In-Car Video System (Elite w/2 IR Camera's)</b> <i>Includes:</i> Choice of Zero Sightline HD Front Camera, Panoramic X2 Front, Camera or HD Zoom Camera (two camera only-no backseat camera) Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 16GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation	1	\$4,563.00	\$4,563.00
3	4RE-STD-GPS-RV2	<b>4RE High Definition In-Car Video System (2-CAMERAS)</b> <i>Includes:</i> Choice of Zero Sightline HD Front Camera, Panoramic X2 Front, Camera or HD Zoom Camera Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 200GB automotive grade hard drive 16GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation 1-Year warranty on ALL in-car components	34	\$4,035.00	\$137,190.00
4		4RE Cabin Camera, IR	1	\$175.50	\$175.50
5		4RE Panoramic Camera Upgrade	38	\$0.00	\$0.00
6	PWR-UPS-4RE-GN2	4RE iUPS, (Intelligent Uninterruptible Power Supply)	38	\$280.00	\$10,640.00

INTERVIEW ROOM HARDWARE					
7	4RE-STD-GPS-RV2	4RE Interview Room System <i>Includes:</i> <i>Choice of One (1) Camera: Dome w/Integrated Mic, Pinhole w/ Separate Mic, or Covert Motion Sensor w/Separate Mic</i> <i>DVR with integrated 200GB hard drive</i> <i>16GB USB drive</i> <i>4.3" touch screen remote display control panel</i> <i>All mounting hardware and cabling and accessories needed for installation</i> <i>1-Year warranty on ALL in-car components</i>	9	\$4,425.00	\$39,825.00
8		RCA Coupler, Interview Room, Male to Male	9	\$0.00	\$0.00
9		Audio Amplifier w/Power Supply, Interview Room, Line Level (for Cabin Mic)	9	\$0.00	\$0.00
10		Dome Security Camera	1	\$175.50	\$175.50
BODY CAMERA HARDWARE					
11		V300 Wearable Camera ( <b>SPARE UNITS</b> ) <i>Includes: Mounting Hardware and One (1) Year warranty on ALL components</i>	8	\$875.00	\$7,000.00
12		V300 Wearable Camera <i>Includes: Mounting Hardware and One (1) Year warranty on ALL components</i>	154	\$875.00	\$134,750.00
13	VIS-XLT-WIF-001	VISTA XLT Wi-Fi Enables Body-Mounted Camera Kit <i>Includes DVR, camera, cable, cable strain relief, choice of camera mount, choice of DVR holder, 1-year warranty.</i>	4	\$970.00	\$3,880.00
14		V300,4RE,Smart PoE Switch	38	\$0.00	\$0.00
15		V300, WiFi Charging Radio Base Kit, Incl. Power and Cables	38	\$0.00	\$0.00
16		V300 8 Bay Ethernet Transfer Station	15	\$1,325.00	\$19,875.00
17		Vista HD 8 Bay Ethernet Transfer Station	1	\$1,325.00	\$1,325.00
18		Vista, USB Charge and Upload Docking Base	4	\$85.00	\$340.00
19		V300, USB Charge and Upload Docking Base	162	\$85.00	\$13,770.00
Watch Commander Live Video Streaming Software					
20	SFW-WCM-KIT-100	Watch Commander Software Installation Disc w/ Case and Document	1	\$2,500.00	Included
21	SFW-WCM-LIC-FEE	Watch Commander License Fee (per car)	44	\$250.00	Included
22	KEY-EL4-SRV-001	Evidence Library 4 Site License	1	\$1,000.00	\$1,000.00
23	KEY-EL4-DEV-001	Evidence Library 4 - 4RE Device License	44	\$150.00	\$6,600.00
24	KEY-EL4-DEV-003	Evidence Library 4 - VISTA/4RE Combo-Discount Device License	44	\$75.00	\$3,300.00
25	KEY-EL4-DEV-002	Evidence Library 4 - VISTA Device License	122	\$150.00	\$18,300.00
REDACTIVE SOFTWARE, HARDWARE & WARRANTIES					
26	KEY-WGV-RED-E01	Redactive Redaction Software, Single PC License	1	\$4,995.00	\$4,995.00
27	HDW-4RE-VIS-RED	Redactive Tower, Xeon 16 Core, 480GB SSD, Blu Ray DVDRW, 16GB RAM	1	\$3,540.00	\$3,540.00
28	WAR-RED-TWR-5YR	Warranty, Redactive Tower Workstation, Extended Warranty to 5 Years	1	\$650.00	\$650.00
29	WAR-WGR-MNT-3YR	Software Maintenance, REDACTIVE, 3-Year Bundle (Months 1-36)	1	\$2,795.00	\$2,795.00
30	WAR-WGR-MNT-ADD	Software Maintenance, REDACTIVE, +1 Extended Additional Year	2	\$995.00	\$1,990.00
WARRANTIES AND MAINTENANCE					
31	WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	1	\$0.00	Included
32	WAR-4RE-4YR-BUN	Warranty, 4RE, 5 Year Hardware and Software Bundle	47	\$1,195.00	\$56,165.00
33		V300/Vista Warranty, 1st Year (Months 1-12)	1	\$0.00	Included
34		Warranty, V300/Vista, 5 Year No-Fault and Software Bundle	166	\$940.00	\$156,040.00
35	SFW-MNT-EL4-001	Evidence Library 4 Software Maintenance, 1st Year	1	\$0.00	Included

IMPLEMENTATION SERVICES					
36	SVC-WGV-ONS-100	System Configuration - 1st Location	1	\$2,500.00	\$2,500.00
37	CAD/RMS	CAD/RMS Integration	1	\$42,000.00	\$42,000.00
38	SVC-4RE-INS-100	4RE System Installation, In-Car (per Unit Charge) - QUOTED	35	\$350.00	\$12,250.00
39	SVC-4RE-INS-101	4RE Interview Room Installation (per Charge) - QUOTED	9	\$1,303.52	\$11,731.68
40		Equipment Box and Installation (911 Custom)	11	\$1,000.00	\$11,000.00
41	SVC-VID-REM-100	Video System Removal (per Unit Charge) - QUOTED	35	\$200.00	\$7,000.00
42	Shipping	Shipping/Handling & Processing Charges	1	\$4,489.00	\$4,489.00
<b>5-YEAR ON-PREMISE SOLUTION TOTAL</b>					<b>\$729,934.68</b>

**PART III**  
**INSURANCE REQUIREMENTS**

**1. General.**

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review Certificates of insurance and specified endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's Commercial General Liability and Auto Liability insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Automatic Escalator. Intentionally Omitted

K. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability.

The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the limits set forth below regardless of whether such impairment is a result of this Agreement. A breach of this provision is material breach of the contract.

L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance as required by this Agreement, The City may reasonably rely upon the certificates of insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates to the City thirty (30) days prior to the expiration date. All certificates of insurance required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 10 13 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance (if required).
- (2) Contractor’s Commercial General Liability and Auto Liability insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2016/03) will be utilized.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
Procurement and Contract Services  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

## 2. Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Auto Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

D. Professional Liability including Cyber Liability Insurance. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work related to the work under this Agreement, the Contractor shall maintain Professional Liability insurance including Cyber Liability insurance covering the Contractor's negligent acts, and errors and omissions arising out of the services performed, or including the acts, and errors and omissions of anyone for whom Contractor is legally liable, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

E. Umbrella Insurance. Contractor shall carry and maintain Umbrella/Excess Liability insurance with an unimpaired limited of not less than \$1,000,000 per occurrence combined limit bodily injury and property damage, and applies in excess of all the insurance policies required in this Agreement, including the Cyber Liability Policy.

**3. Cancellation and Expiration Notice**. Insurance required herein shall not expire, be canceled, or be materially changed to the detriment of the City without ten (10) days' prior written notice to the City.

**PART IV**  
**GENERAL CONDITIONS**  
**City of Lee's Summit, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
  - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
  - c. The term "City" means City of Lee's Summit, MO.
  - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
  - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
  - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative

who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.

9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.

11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.

a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.

12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.

15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
23. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
24. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.

25. FREIGHT/SHIPPING: Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. DAVIS BACON ACT: The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.