



We have prepared a quote for you

Quote#18979 - MCSO - Dispatch Center - 3-Year SLA


Quote # 018979
Version 1

Prepared for:

Martin County Sheriff's Office

Det. Garrett Lott
galott@mcsopl.org

AV-Worx Hardware & Installation Warranty, Support, & Maintenance - Years 3-5

Manufacturer	Description	Price	Qty	Ext Price
AV-WORX	<p>3-Year Warranty, Service, Support, & Maintenance</p> <p>Pro-rated for previous start date to previous end date.</p> 	\$19,745.51	3	\$59,236.53

Subtotal: **\$59,236.53**

SLA - Scope of Work

Description
<p><u>MCSO - Dispatch Center - SLA</u></p> <p>3-Year AV-Worx Hardware Coverage & Semi-Annual Service, Support, & Maintenance</p> <ul style="list-style-type: none"> One (1) technician onsite visit two (2) times per year for system preventative maintenance. Total of six (6) visits over 3-years. <ol style="list-style-type: none"> Review of video wall and its accompanying controller and video routing system Review log files and check error logs for signs of failure. Confirm configuration meets current standards and confirm video wall software is up to date. Report and provide status update if any anomalies exist. Report if any future hardware/software requirements will be needed. Provide video wall display calibration and confirm displays are operating as intended. Make onsite corrections to Video Wall Software and displays as needed. Includes 24hr onsite response time in the event customer makes Emergency request for onsite support. 3-years of hardware coverage via replacement (equivalent or like model) or repair when equipment fails through normal usage. AV-Worx to provide and handle all warranty exchanges for hardware sold under project. 8-hr/5-day phone support, system monitoring, and alert notification for 3-years 24-hour onsite response (if issue cannot be resolved remotely or by phone or email) for 3-years 3-years of hardware coverage via replacement (equivalent or like model) or repair when equipment fails through normal usage. Includes firmware updates for all supported devices per semi annual visit (if device has issue and firmware resolves the problem) Guaranteed response via manufacturer RMA-ed part replacement component installation Payment of SLA will be deferred to October 31st 2026 Payment can be divided into 3 individual payments of equal size to be invoiced annually over the period of 3 years. All payments will be due by October 31st of their respective years. <p>SLA Notes</p> <ul style="list-style-type: none"> AV-Worx does not provide warranty coverage for equipment provided or installed by other integration companies or providers. Providing maintenance visits for this equipment may incur additional fees.

Terms and Conditions

Description

AV-Worx Service Agreement

This Service Agreement ("Agreement") is made and entered into as of the date of (Project Completion Date) between Martin County Sheriffs Office Dispatch Center ("Customer") and AV-Worx, LLC. located at 1822 Old Okeechobee Road West Palm Beach Florida, 33409 ("AVW").

1 Applicability of these Terms and Conditions.

Except as expressly set forth below or as otherwise mutually agreed to by either customer or AVW in writing, these AVW Service Terms and Conditions together with the terms and conditions in the applicable AVW Service Agreement (collectively, the "Terms and Conditions") set forth the terms and conditions pursuant to which AVW will provide Services to end user customers based upon the Service Agreement customer has purchased from AVW.

By signing this service agreement and/or submitting a purchase order for Services to AVW, Customer agrees to be bound by these Terms and Conditions. Unless otherwise agreed in writing by AVW, no other terms and conditions endorsed upon, delivered with or contained in an end user's purchase order, or in any other similar document, will amend, or vary the provisions of these Terms and Conditions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous written or verbal agreements.

2 Definitions.

In the Terms and Conditions, the following terms shall have the following meanings:

- 2.1 "Services" means the AVW services provided.
- 2.2 "Products" means equipment and software generally made available in the marketplace.
- 2.3 "Manufacturer" means an entity that produces equipment and/or Software.
- 2.4 "Software" means programs or applications developed, installed or released by the manufacturer or third party integrator to control the function of a device, feature or function.
- 2.5 "Software Options" means optional functionality or features of Software that may be selected at the time of purchase or at a later time, and for which AVW or Manufacturer charges separately.
- 2.6 "Update" means Software for which AVW or the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the Software in accordance with the published Product specifications, and which is limited to those updates that AVW or Manufacturer generally provides to its support Services customers at no charge. Updates do not include Upgrades or Software Options.
- 2.7 "Upgrade" means new releases of the Software which contains enhancements improving the functionality or capabilities of the Software, which AVW or Manufacturer may make available to its support Services customers. Upgrades do not include Software Options.
- 2.8 "Third Party Contract" means customer has a contract with a third party manufacturer or software provider.

3 Managed Services.

Preventative Maintenance - scheduled onsite technicians test all technology functions as the room/area was installed and designed. Device Discovery of issues and remediation of problems identified.

Scope of services include:

Review of overall AV technology operating in Customers business environment.

Display Calibration, display energy settings, display and device adjustments as needed, review of any error logs, Conference table wiring termination & cleanup, remediation of identified problems. Consumables items that our installation technicians discover while performing the service will be billable to customer at an additional fee with prior approval.

Preventative Maintenance visits are scheduled Monday through Friday from 8 AM to 5 PM based on the number of Preventative Maintenance visits elected:

1-Annual visit-scheduled anytime within the contract term

Unscheduled Preventative Maintenance visits expire 30 days into the next scheduled interval within the contract term. Unscheduled annual visits expire at contract expiration. Scheduling will occur by AV-Worx contacting customer by way of email to schedule the service visit. Unscheduled Visits will occur after the 2nd unsuccessful scheduling attempt by AV-Worx.

4 Service Period.

The initial period of this Agreement (the "Initial Service Period"), shall commence on the date that the agreement is accepted, or such other date as specified on the applicable Order and accepted by AVW, and shall continue twelve (12) months, or such other period of time as specified on the applicable Order and accepted by AVW.

This Agreement shall renew upon customer approval for successive periods of equal length and, with the exception of moderate price increases as described herein, under the same terms and conditions as the Initial Service Period ("Renewal Service Period") unless either party gives the other written notice of termination no less than thirty (30) days prior to expiration of the then-current Initial or Renewal Service Period.

Terms and Conditions

Description

5 Service Activation.

For new equipment purchase: Service coverage will begin on the date of shipment from the manufacturer's warehouse or upon installation, whichever is sooner unless otherwise specified.

For existing equipment coverage: Service coverage will begin immediately upon receipt of an authorized purchase order or payment in full, if required by AVW. If equipment was not under an AVW or manufacturer's support contract for an extended period of time, AVW and/ or the manufacturer may require a recertification fee and/ or inspection of the equipment prior to AVW being able to support or being able to receive manufacturer support and replacement parts/ software for the equipment. The re-certification costs and any repairs required by AVW to certify a room and/ or to meet the manufacturer specifications is the responsibility of the customer and are not covered under the managed services agreement unless specifically noted.

6 Software Updates, and Upgrades and Options.

For Software covered under one of our managed services, Customer will receive Updates and/ or Upgrades as specified in the applicable managed services description. Updates are provided on a fix or fail basis. From time to time products may fail and require a software update. To obtain an available Update the customer must call AVW to report a specific customer product failure (identified by Product serial number) exhibiting a problem.

7 Service Level Agreement

AVW will respond to support calls placed to service Monday through Friday, 8 AM to 5 PM local standard time excluding AVW published holidays.

AVW will respond to new service requests made via email or web portal within three (3) business hours with a service ticket number assignment notification Monday through Friday, 8 AM to 5 PM local standard time excluding AVW published holidays.

When applicable, AVW will provide a two business day onsite response pursuant to the service coordinators determination that an onsite technician is required for incident remediation. This service level may be impacted by room availability and the requirement for replacement parts. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVW published holidays unless the managed service plan states otherwise.

When a case is opened, the service coordinator will classify the case in accordance with the following incident priority classifications:

- Priority 1 (P1): Informational - End User "Help" inquiry, request for configuration modification
- Priority 2 (P2): Minor- System operational with acceptable quality features are diminished
- Priority 3 (P3): Major- System impaired but operational
- Priority 4 (P4): Critical - System outage equipment or room system fully non-functional

8 Service Program Exclusions.

Managed Services and overall services by AVW do not cover any of the following: (i) electrical work and/ or in-house cabling external to the Product; (ii) repair or replacement of Product resulting from causes external to the hardware or Product (s), including neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, lightning, customer-provided network, or failure of the installation site to conform to manufacturer specifications; or resulting from use of the Product for other than intended purposes; or resulting from use of the Product with items not provided or approved by AVW; or disaster, fire, flood, earthquake, Wind; or resulting from the performance of maintenance or the attempted repair of an item of a Product by persons other than AVW employees or persons authorized by AVW; (iii) repair or replacement of Product excluded by or no longer covered by the Product manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items, or painting or refinishing the Product; (v) Services in connection with the relocation of the Product, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by AVW including facilitation of customer spare or loaner equipment, including communications devices, video devices, audio devices, networks or links; (vi) damage to displays caused by screen burnout or image "burn-in"; (vii) Replacement and/ or general support for manufacturer-specified end of life products after AVW has communicated to Customer of such change in status and pro-rated remaining portion of relative cost for such pertinent products; (viii) Services in connection with computer viruses or conflicts involving software or network that is not installed or introduced by AVW including coverage for "CFE" (Customer Furnished Equipment) unless specifically listed as covered equipment or devices not installed by AVW and not specifically covered under this agreement.

9 Charges and Payment Terms

Payment terms are due upon receipt unless otherwise specified on the invoice. All fees and payments outlined in this agreement are in US Dollars. The Services as outlined within this agreement will be invoiced in full upon execution of the agreement.

10 Termination

Either party may at its option terminate any applicable managed service plan in whole or in part for cause: (i) if the other party breaches any material term or condition hereunder or under any applicable managed service plan, and fails to remedy such failure within thirty (30) calendar days after receipt of written notice of such default; (ii) in the event that any proceedings are commenced against the other party or such party seeks protection under bankruptcy, insolvency, or other debtor's relief law or (iii) the other party becomes insolvent or dissolves. Furthermore, AVW may terminate any applicable managed service plan in whole or in part for cause if any person other than a AVW employee, or designated service representative, alters a Product without AVW's prior written consent, or in any way renders a Product unsafe (adjustments to a Product made at the direction of AVW or the Manufacturer or as otherwise intended as set forth in the applicable

Terms and Conditions

Description

Product documentation do not constitute alterations for the purposes of this Section). In the event of cancellation due to non-payment, the customer agrees to be held liable for the full service agreement term and the cost of any manufacturer sub-coverage purchased on the customer's behalf by AVW and for services and parts provided to the customer on a Time and Material basis per the current published rate schedule. AVW reserves the right to terminate or modify the Managed Services at any time in its sole discretion; provided, that any such modifications will not affect any managed service plans already ordered by Customer and accepted by AVW prior to such modifications except as mutually agreed by both parties.

11 Customer Obligations

- 11.1 Customer is required to assist the AVW with the remote diagnosis of the reported problem to help determine the cause of the problem. Parts replacement and onsite service may not become available until AVW is provided the appropriate information or support to diagnose the problem.
- 11.2 Customer shall have the continuing obligation to keep all Products under a Managed service plan at either the then-current Software version or previous major Software version release.
- 11.3 Software updates and upgrades are the responsibility of the customer. Assistance may be requested from our AVW to gain access to the software or if issues are encountered.
- 11.4 Remote access to the equipment for the purposes of diagnostics prior to technician dispatch is required. If remote access is not provided, delays may be experienced in the diagnosis and repair of the equipment.
- 11.5 If applicable, Customer will provide AVW personnel with access to the Products and adequate working space (including, light, ventilation, electric current and outlets, network connectivity) at no charge to AVW. All Customer environments must be free from all risks to health and safety (except to the extent notified to AVW in writing and specifically accepted in writing by AVW).
- 11.6 Customer will be responsible for replacing, at customers own expense, any and all consumable items used in connection with the Products, including without limitation, bulbs and batteries.
- 11.7 Customer will be responsible for payment of Repairs and Services provided by AVW that are not covered under the selected coverage under the agreement and after mutual agreement delivered by AVW on a Time and Material Basis in accordance with the AVW standard published labor rates and material charges.
- 11.8 Equipment Operation and Alteration: The customer may not alter, repair or modify the covered equipment except as expressly directed by AVW service personnel. The customer must operate the equipment as detailed in the user operations manual provided by the manufacturer with the covered equipment. The customer may not add equipment, components, wiring or other parts to the covered equipment without written notification to and acceptance by AVW.
- 11.9 Repair or restoration of any Product damaged or 'infected' by a computer virus or spyware is not covered under these Terms and Conditions or the Service Programs.
- 11.10 Customer is solely responsible for backing up customer data. AVW will not under any circumstances have a duty to back up customer data or to restore data that is lost in the course of AVW's provision of Services, or otherwise. AVW will not be liable for the loss of customer data, whatever the reason for the loss, including without limitation as a result of AVW's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

12 Intellectual Property.

Each party shall retain all right, title and interest in and to, and possession of their respective preexisting intellectual property. Furthermore, AVW shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of AVW relating to Services performed. Any intellectual property, know-how, information or documents supplied at any time by one party to the other shall be treated as confidential and covered by the confidentiality undertaking in Section 18 below.

13 Indemnity.

Each party shall indemnify, defend and hold the other harmless from all claims, suits, losses, expenses, judgments and liabilities (including reasonable attorney's fees) for personal injury or death to the extent caused by the negligence of the indemnifying party or its employees. The indemnitee shall give the indemnifying party prompt notice of and authority to defend or settle, any such claim and shall give, at the indemnifying party's request and expense, reasonable information and assistance thereto.

14 WARRANTY/ LIMITATION OF LIABILITY.

AVW WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES BY AVW PURSUANT TO THESE TERMS AND CONDITIONS, EXCLUDING MANAGED SERVICES, THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. AVW MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. AVW MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL AVW BE LIABLE FOR ANY DELAY IN FURNISHING SERVICES. CUSTOMER MUST REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO AVW DURING THE ABOVE WARRANTY PERIOD, AND CUSTOMER'S EXCLUSIVE REMEDY AND AVW'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE TO REPERFORM THE SERVICES, OR IF AVW IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CUSTOMER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO AVW FOR THE NONCONFORMING SERVICES. EXCEPT FOR BREACHES OF CONFIDENTIALITY, OR INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF

Terms and Conditions

Description

WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. ABOVE, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, AVW'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO (I) ONE (1) YEAR'S SERVICE CHARGES (IN THE CASE OF SERVICE AGREEMENTS WITH AN APPLICABLE SERVICE PERIOD) OR (II) AGGREGATE SERVICE FEES PAYABLE TO AVW PURSUANT TO THE APPLICABLE MANAGED SERVICE (IN THE CASE OF MANAGED SERVICE PLANS WITH NO APPLICABLE SERVICE PERIOD). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS AND CONDITIONS SHALL BE DEEMED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (I) FRAUD OR FRAUDULENT MISREPRESENTATION OR (II) DEATH OR PERSONAL INJURY TO THE EXTENT THAT IT RESULTS FROM SUCH PARTY'S NEGLIGENCE AND SOLELY TO THE EXTENT REQUIRED BY APPLICABLE LAW.

15 Confidentiality.

Confidential Information. Each party (the "Disclosing Party") may from time to time during the Term disclose to the other party (the Recipient") certain information regarding the Disclosing Party's business, including its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, and other confidential or proprietary information ("Confidential Information"). AVW's Confidential Information includes (without limitation) the function and performance of the Products, the terms of this Agreement, and any other information relating to the Products or the sale thereof. Confidential Information includes information disclosed orally, visually, or through any tangible medium.

Protection of Confidential Information. Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these Terms and Conditions or to carry out the Services, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of carrying out the Services and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Residuals. The Recipient shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Recipient shall not disclose the Confidential Information except as expressly permitted hereunder. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Recipient shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this section shall not be deemed to grant to the Recipient a license under the Disclosing Party's copyrights or patents.

Exceptions. Recipient's obligations under Section 16 with respect to any Confidential Information of the Disclosing Party will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in advance, in writing by the Disclosing Party, (ii) necessary for Recipient to enforce its rights under these Terms and Conditions in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

16 Force Majeure.

Except for the obligation to make timely payments, neither party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which AVW is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. Each of the parties shall promptly inform the other of any event of force majeure, its expected duration and cessation, respectively.

17 General

Except as otherwise set forth in these Terms and Conditions, these Terms and Conditions may only be modified by a written agreement duly signed by authorized representatives of both parties, and variance from or addition to the provisions of these Terms and Conditions in any order or other written notification will be of no effect.

Any notices required or permitted to be given hereunder shall be in writing and effective when received by a party at the address as the receiving party has last notified to the other party by prior written notice. In the case of AVW such address, unless otherwise notified in writing, shall be as follows:

AV-Worx, LLC.
Attn: Executive Management Team
1822 Old Okeechobee Road West Palm Beach Florida, 33409

Terms and Conditions

Description

A.If any provision of these Terms and Conditions shall be held to be invalid, illegal, or unenforceable, the remaining terms of these Terms and Conditions shall in no way be affected or impaired. The waiver by either party of a breach of any provision of these Terms and Conditions shall not be construed as a waiver of any subsequent breach.

B.Customer may not assign any or all of customer rights or obligations under these Terms and Conditions including by purchase, merger or operation of law, without the prior written consent of AVW, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this provision shall be null and void. AVW may assign its rights and obligations under these Terms and Conditions without prior written consent or notice.

C.In performing the Services, AVW shall be acting as an independent sub-contractor and neither AVW nor its personnel or representatives shall be deemed to be customer agents or employees. Customer may not assign nor transfer its rights, under the Term and Conditions or a Managed Service Plan, by operation of law or otherwise, without the prior written consent of AVW. AVW's affiliates may participate in AVW's performance under these Terms and Conditions and Service Agreement, and AVW may also sub-contract its obligations under, these Terms and Conditions and Service Agreement provided that AVW remains liable for the performance of its affiliates and/or sub-contractors in respect thereof.

D.No term or provision of these Terms and Conditions or this Service Agreement shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

E.EMPLOYMENT/SOLICITATION OF AVW EMPLOYEES, Affiliates, Sub-Contractors: Customer agree that, under no circumstances, will Customer seek to employ or solicit for employment the employees and/or independent contractors of AVW during the Term of the service agreement with AVW and for one year thereafter. Customer acknowledge that AVW employees are subject to a Non-Compete Agreement and Confidentiality Agreement with AVW and that any breach of this provision by Customer will result in irreparable injury to AVW and that AVW may seek any and all available remedies for a breach of this provision including, but not limited to, injunctive relief, damages, attorney's fees and costs. Customer acknowledges that AVW has trained personnel who perform Services and has made an investment in such personnel. Therefore, at no time during the term of a Service Program or for one (1) year thereafter, will the Customer directly or indirectly either offer employment to or hire any AVW employees who perform Services on behalf of AVW without AVW's express prior written consent. In the event that the Customer is in breach of this provision, AVW shall have the right to invoice the Customer, and the Customer agrees to pay, a sum equal to 12 months' salary in respect of the hired individual.

F.In performing the Services, AVW shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Customer's agents or employees. AVW shall have complete charge and responsibility for personnel employed or engaged by AVW. Upon any expiration or termination of these Terms and Conditions, Sections 12 (Intellectual Property), 13 (Indemnity) and 14 (Warranty/Limitation of Liability) shall survive.

G.These Terms and Conditions may have been translated into various languages for the convenience of AVW's Customers. While the translation is correct to the best of AVW's knowledge, AVW is not responsible or liable in the event of an inaccuracy. English is the controlling language of these Terms and Conditions, and any translation has been prepared for Customer as a courtesy only. In the event of a conflict between the English-language version of these Terms and Conditions and a version that has been translated into another language, the English-language version of these Terms and Conditions shall control.

H.These Terms and Conditions and any contract for a service agreement shall be governed by the laws of the State of Florida, in the case of AVW, Inc. and any disputes will be subject to the exclusive jurisdiction of the Superior Court of Palm Beach County and/or the United States District Court for the Southern District of Florida. The losing party in any dispute will pay all court costs and legal fees finally awarded. The U.N. Convention on Contracts for the International Sale of Goods does not apply. AVW shall have the option to bring a suit before the courts of customer domicile, when the claim is for payments due from Customer

UNLESS OTHERWISE EXPRESSLY AGREED IN A SIGNED WRITING BY THE PARTIES IN ACCORDANCE HERewith, THESE TERMS AND CONDITIONS, TOGETHER WITH ANY APPLICABLE SERVICES, ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT OF TERMS AND CONDITIONS BETWEEN THE PARTIES, SUPERSIDING ALL PROPOSALS OR PRIOR TERMS AND CONDITIONS, AGREEMENTS OR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATIER HEREOF.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE DESCRIPTION OF SERVICES, STATEMENT OF COVERAGE, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN AND ACCEPT, UNDERSTAND AND AGREE TO THE CHARGES FOR SUCH SERVICE LISTED OR REFERENCED BELOW. I ALSO ACKNOWLEDGE THAT I AM AUTHORIZED BY THE CUSTOMER TO ORDER THE SERVICE AS LISTED WITHIN THIS AGREEMENT.



Quote#18979 - MCSO - Dispatch Center - 3-Year SLA

Prepared by:

AV Projects

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Prepared for:

Martin County Sheriff's Office

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Quote Information:

Quote #: 018979


Version: 1
Delivery Date: 02/10/2026
Expiration Date: 04/30/2026

Quote Summary

Description	Amount
AV-Worx Hardware & Installation Warranty, Support, & Maintenance - Years 3-5	\$59,236.53
Total:	\$59,236.53

I hereby authorize AV-Worx to render services relating to the above-specified equipment, including but not limited to: installation of software and/or hardware, troubleshooting, configurations, and integrations. I understand that: (1) the cost of installation is labor plus material, (2) unless included, the labor rate is as specified in our terms and conditions. I understand that I am liable for any software & labor used even if the equipment requires additional labor and/or equipment. I hereby agree to the AV-Worx terms and conditions located at this website: <https://www.av-worx.com/terms-and-conditions/>. Disclaimer of Warranties: The only warranties on the products sold hereby are those offered by the manufacturer. AV-Worx hereby expressly disclaims all warranties, either express or implied. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Your electronic signature, per the Electronic Signature Act, is considered equivalent to your signed and faxed signature, and allows you to accept and place your order. A copy of this acceptance and the attached quote or proposal document will be sent to your email address to complete your order acceptance. You are NOT required to electronically sign your order, and you may fax or scan/email your signed order to us if you prefer. If you have any questions, please feel free to contact us. ALL SALES ARE FINAL. QUOTES ARE VALID FOR 30 DAYS FROM THE ELECTRONIC DELIVERY DATE. QUOTES ARE VALID FOR 30 DAYS FROM THE ELECTRONIC DELIVERY DATE.

AV Projects

Signature: 
 Name: Adam Cate
 Title: Solution Specialist
 Date: 02/10/2026

Martin County Sheriff's Office

Signature: _____
 Name: Det. Garrett Lott
 Date: _____