

EQUATURE

18311 W. 10 Mile Road
Southfield, MI 48075
866.377.2677



August 18, 2022

Thank you for investing your valuable time in Equature! Having been an Equature recording partner for the ten years, we are excited and grateful for the opportunity to continue our partnership into the future. With that in mind, we have created a Strategic Recording Plan with the highest level of recording capability.

The Strategic Recording Plan features:

- Replacement of Existing Hardware
- Next Generation 911 Capture Software
- Unlimited Client Access License(s)
- Lifetime Software Upgrades & Training
- 24/7/365 Technical Support (Remote & On-Site)
- 24/7/365 Proactive Alert & Monitoring
- Self-Healing Software
- Internal & External Archive Data Storage

As a true Public Safety focused firm Equature only works with PSAPs, providing mission critical recording systems, full-service dispatch training and video/AI technology to agencies across the country. Equature is proud to have been the recording partner to more than 3000 Police, Fire, EMS, Universities, Hospitals, Primary and Secondary PSAPs nationwide and we are looking forward to continuing our partnership with Routt County Communications Center!



Paul G. Frezza II, ENP, PMP

Public Safety Professional



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Equature NG9-1-1 Solution Highlights

- Fully NG9-1-1 Compliant (NENA i3)
- Analog & VoIP Capture Engine
- Motorola P25 Compliant
- Screen/Desktop Capture
- ANI/ALI & RapidSOS Data Integration
- Quality Assessment Package

Equature Full-Service Agreement

Equature provides full hardware, software, and proactive alert response measures for the life cycle of the agreement.

Equature Software Agreement

Throughout the lifetime of our partnership, Equature guarantees you will have the latest, most up-to-date recording software available from Equature to the market. As an Equature partner you will receive annual software updates and enhancements at no additional costs or fees.

Equature Direct Advantage

Equature focuses on a direct marketing model. We manufacture, sell, support, service, and train all right here in the United States. We provide 24x7x365 Proactive Onsite Support anywhere in the U.S. within 4 hours. Our Equature Direct Advantage model allows us to build functionality faster based on our PSAP client's needs.

Equature Premier Partnership Program

The premier partnership program divides the total cost of the recording server and maintenance cost over a five-year period. By signing this document, you are acknowledging a five-year commitment to net amount listed. Equature will continue to keep your recording server's software updated and maintained throughout the contract's lifespan.

Equature Cost Analysis Comparison

Past 5-Years Cost Analysis		Next 5-Years Cost Analysis	
Year 1	\$171,031.00	Year 1	\$26,654.00
Year 2	\$6,800.00	Year 2	\$24,404.00
Year 3	\$6,800.00	Year 3	\$24,404.00
Year 4	\$6,800.00	Year 4	\$24,404.00
Year 5	\$8,818.00	Year 5	\$24,404.00
Total Cost of Ownership	\$200,249.00	Total Cost of Ownership	\$124,270.00

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Name: **Routt County Communications**
 Address: **2025 Shield Drive**
Steamboat Springs CO 80487
 Attn: **Jim Cullen**
 Phone: **(970) 870-5531**
 Email: jcullen@co.routt.co.us

Date: **August 18, 2022**
 Contact: **Paul G. Frezza II**
 Phone: **(248) 281-1078**
 Email: pfrezza@equature.com
 Fax: **(248) 569-6567**

Item	Qty	Model #	Deliverable	Investment
			Equature NG911 Core Solution - 121 Channel Capture (Expansion Ready)	
1	1	EQRECSRV	Equature Advanced 3U Server Chassis <ul style="list-style-type: none"> Intel Gold Processor 3.1 GHz (20MB Cache) 32GB RAM Storage: 1TB SSD Mirrored Operating System Storage: 1 TB SSD Mirrored SQL Server Data Storage: 4 TB SATA Drive(s) RAID1 Operating System: Windows Server 2022 	INCLUDED
2	1	EQCORE	Equature NG Virtual Core Software Suite Viewpoint Virtual Core Site License Software	TRANSFERRED
3	1	EQMCC	Equature MCC7500 Integration Suite	TRANSFERRED
4	3	EQLD2409	Equature Analog Recording Interface Care	INCLUDED
5	121	EQV001	Equature Voice Device License(s) 72 Analog Compliant 6 VoIP Compliant 43 Motorola RoIP Talkgroup Compliant	TRANSFERRED
6	1	EQANI	Equature DataFeed (ANI/ALI Integration)	TRANSFERRED
7	6	EQSCR	Equature Screen/Desktop Capture License(s) - 6 Positions	TRANSFERRED
8	20	EQSUR	Equature Assessments & Reporting Package - 20 Dispatchers	TRANSFERRED
	1	MAINT	Equature Maintenance/Warranty 24x7x365 Support & Proactive Monitoring	INCLUDED
			Premier Partnership Program	\$24,404.00
			Professional Services (One-Time)	\$2,250.00
			Outright Purchase w/5-Year Pre-Paid Warranty	\$118,056.50

Assumptions:

- (1) One Hundred (100%) percent of "Annual Investment" due upon receipt of equipment.
- (2) Professional Services: Implementation, Quality Confirmation & Training.

Client Acceptance

- () Premier Partnership Program
 () Outright Purchase w/5-Year Pre-Paid Warranty

Signature: _____ Date: _____

Print Name: _____ Title: _____

Please fax to Paul G. Frezza II at (248) 569-6567 or E-Mail pfrezza@equature.com

Equature Premier Partner Program Agreement

The Equature Premier Partner Program provides a full NG9-1-1 Recording solution along with full extended warranty. The program is an extended warranty program where CUSTOMER pays annually for five years at a locked in rate and receives full support, feature enhancements and software updates.

Equature (hereunder referred to as “PROVIDER”), upon acceptance of this Agreement by an authorized officer of its corporation, agrees to furnish to the above-designated entity (hereinafter referred to as “CUSTOMER”) under the terms and conditions contained herein, warranty and service on the solution deliverables list.

Adjusted Annual Investment	\$24,404.00
Professional Services	\$2,250.00

Payment Allocation Table

Year 1	\$26,654.00	Annual Investment & Professional Services
Year 2	\$24,404.00	Annual Investment
Year 3	\$24,404.00	Annual Investment
Year 4	\$24,404.00	Annual Investment
Year 5	\$24,404.00	Annual Investment

I. Terms of Agreement

This agreement between PROVIDER and CUSTOMER shall remain in force for an initial period of Five (5) years. The Maintenance Agreement shall be automatically renewed by CUSTOMER after the initial term in one-year increments. Details of the equipment serviced, and special terms are outlined in Exhibit A.

II. Maintenance Agreement Charge

- a) This Maintenance Agreement charge is payable annually in advance at the beginning of each term. The Agreement price shall remain fixed during the initial period (5 years).
- b) Charges include unlimited calls, 24 X7, 4-hour response time, software updates, remote access, remote alerts, all parts and labor not excluded in section c or d.
- c) Charges do not include consumable, expendable, supply items, such as, CD disks, or External Archive Drives. The use of supplies other than those recommended by PROVIDER may cause adverse equipment performance. Maintenance required to correct inadequate performance or equipment malfunctions caused by inferior supplies shall be charged to the CUSTOMER at the current hourly maintenance rates.
- d) Charges do not include labor costs, installation charges, or equipment costs associated with system upgrades or changes to the PROVIDER configured system recommended or mandated by either party. Changes to the PROVIDER configured systems made by the CUSTOMER or third parties not authorized causing malfunction will be fixed by PROVIDER on a time and material basis.
- e) The PROVIDER is not responsible for data loss due to corruption, user error, computer error, computer failure, provider error, and power surges. The PROVIDER can recover data at a cost to the CUSTOMER.
- f) The PROVIDER is not responsible for Microsoft Windows hot fixes, updates, and service packs. The PROVIDER is not responsible for anti-virus, anti-malware, and anti-spyware software. If the CUSTOMER encounters a virus the PROVIDER may assist at a cost and at the PROVIDERS discretion.
- g) All invoices are due and payable upon receipt. Equature owns the equipment until year 5 payment is received.

III. Maintenance of Equipment

- a) PROVIDER shall provide service on equipment covered by Maintenance Agreement 24 hours per day, seven days per week with a one-hour response time.
- b) Upon notification of an equipment malfunction from the CUSTOMER, PROVIDER will assign a service technician to make necessary repairs. The customer shall permit the service technician free access to the equipment while making the repair, including relevant password for normal system use.
- c) Maintenance required due to fault of negligence of the CUSTOMER shall be charged at the current hourly rates.
- d) Preventative maintenance shall be performed on a scheduled basis according to data processing volume.

IV. Excusable Delays / Force Majeure

PROVIDER shall not be liable or deemed in default for any delay or failure in performance under this Agreement or interruption of service resulting directly from acts of God, acts of government, war or national emergence, accident, fires, riots, strikes, labor disputes, action or inaction where action is required by the CUSTOMER, damage to or delay of equipment in route, or for any indirect or consequential damage for any delay or failure or performance under this Agreement.

V. Default

In the event CUSTOMER fails to make the maintenance payment as herein provided or fails to observe or perform any term or conditions hereof, and such default shall continue for a period of twenty (20) days after PROVIDER shall have given written notice thereof, then PROVIDER may, at its option, and in addition and without prejudice to any other remedies, declare the entire amount of unpaid charges immediately due and payable, and/or terminate this Agreement.

VI. Transfer of Maintenance Service

If CUSTOMER relocates the equipment from the site shown herein, it shall be at the sole option of the PROVIDER to continue to provide maintenance under this Agreement, and this may result in additional cost to CUSTOMER. CUSTOMER should arrange for continuing maintenance with PROVIDER prior to relocation of equipment.

VII. Assignment

This Agreement may not be assigned, transferred, sublet, or pledged by the CUSTOMER without prior written consent of an authorized officer of the PROVIDER Corporation. However, this agreement may be assigned to an entity controlling, controlled by, or under common control with customer or any successor by merger.

VIII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado exclusive of its conflicts of law provisions.

IX. Survival of Obligations

All obligations accrued but unfulfilled prior to expiration or termination of this Agreement shall survive.

X. Entire Agreement

This document and the documents incorporated herein constitute the entire Agreement between the CUSTOMER and PROVIDER. This Agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to PROVIDER service.

Proposal Incentive Expiration Date: 10/16/2022