

January 9, 2023

City of North Port  
4970 City Hall Blvd.  
North Port, FL 34286

RE: BIS Digital Technical Support Agreement

| Annual Full Support Agreement with Hardware Replacement and SAS |                          |
|---|--------------------------|
| Effective Date  | 11/01/2022               |
| Account Number  | NOR003                   |
| Contract Number   | 23-11-A-51817/M-50011488 |
| Contract Amount   | \$5,520.00               |

Hello,

Attached is your Full Support Agreement. Please sign the electronic document.

Without a signed support agreement, you will be charged hourly for technical support.

Thank you for the opportunity to serve your audio and video technology needs. If you have any questions, please do not hesitate to contact me at 800-834-7674, ext. 4511 or email me at [BIScontracts@bisdigital.com](mailto:BIScontracts@bisdigital.com).

Best regards,

**Maria-Virginia A. Gonzalez**

Maria-Virginia A. Gonzalez  
Staff Accountant



1350 NE 56th Street, Suite 300  
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674  
Support: (800) 715-1234



Email: [info@bisdigital.com](mailto:info@bisdigital.com)  
Web: [www.bisdigital.com](http://www.bisdigital.com)

## FULL SUPPORT AGREEMENT (HR & SAS)

*Between:*

**BIS Digital, Inc.**

1350 NE 56<sup>th</sup> Street, Suite 300  
Fort Lauderdale, FL 33334-6142  
Phone: (800) 834-7674  
Fax: (877) 858-5611  
Email: support@bisdigital.com

*And:*

**City of North Port**

4970 City Hall Blvd.  
North Port, FL 34286  
Phone: (941) 429-7056  
Contract #:23-11-A-51817/M-50011488

BIS Digital, Inc., agrees to provide system support for the software and hardware listed below, in accordance with the terms and conditions of this agreement.

### 1. TERMS AND CONDITIONS

- A. The term of this agreement is for an initial period of twelve (12) months from the effective date. Upon expiration of the initial term, this agreement shall automatically renew for successive periods of twelve (12) months. Written notice of the intent to terminate must be provided and shall be effective sixty (60) days from the date of notice. If cancelled mid-month, the effective date of cancellation will be the first day of the following month following the 60-day notification.
- B. The agreement entitles the user to telephone support 24 hours per day, 7 days per week and on-site support Monday - Friday (8AM - 5PM ET) on covered items.
- C. User training is included for the term of agreement.
- D. This support agreement is for the installed BIS Digital integrated system. Any changes or enhancements may incur additional coverage costs.
- E. Charges for maintenance and support for reasons outside of BIS Digital's control, arising from neglect, negligence, misuse, acts of God, modifications to, or failures of systems software and/or hardware not covered under this agreement shall be billed separately.
- F. Due to the many components that comprise a BIS Digital integrated system, certain components may be discontinued or reach end of life (EOL) by the manufacturer. If a component reaches EOL and a replacement from the manufacturer is not available, BIS Digital will provide a quotation for replacement with a comparable product.
- G. BIS Digital may increase maintenance service contract fees associated with hardware replacement if the price of the covered hardware replacement costs 30% or more than the original price.
- H. BIS Digital agrees to provide customer thirty (30) days' notice in the event of a price increase.
- I. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. The Contractor shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

### 2. COVERAGES

- A. DCR Software: All BIS Digital supplied licenses will receive annual upgrades as they become available.
- B. Hardware Accessories: Digital Mixers, PA Components, Microphones, Hearing Impaired Devices, USB Foot Controls. Customer will be responsible for shipping defective unit(s) to BIS Digital. BIS Digital will replace or repair and ship back to customer.

Initials: S.C. / \_\_\_\_\_  
BIS Digital / Customer

- C. Excluded Hardware: Personal Computers (PCs), Laptop Computers, Servers, Tablets, Display Monitors, TVs, Projectors and Headsets. BIS Digital will handle repairs via manufacturer's warranty.
  - D. Re-wiring required for structural, or design changes, remodeling, or renovations is not covered. BIS Digital can provide a quotation based on client needs.
3. **CUSTOMER RESPONSIBILITY**
- A. Maintain a current backup of all data.
  - B. Designate a systems administrator to serve as a liaison with BIS Digital technical support.
4. **CONFIDENTIALITY**
- A. BIS Digital, Inc. agrees that all customer data that may be entered into the system is strictly confidential. BIS Digital shall not, without prior written consent, disclose to any third party any such data acquired in connection with this agreement or any other services.
5. **PAYMENT**
- A. Invoices shall be sent once per year and payment shall be due in full upon receipt.
  - B. Support coverage may be discontinued for non-payment of any invoice greater than thirty (30) days.
6. **LIABILITY**
- A. BIS Digital, Inc. will not be liable for any direct or indirect losses or damages, or any other claims arising in connection with this agreement to the user, including loss of data, productivity, or earnings due to equipment down time.
  - B. BIS Digital's sole responsibility with respect to the maintenance and support shall be limited to those outlined in this agreement.
  - C. The laws of the State of Florida shall govern this agreement and any litigation shall occur in Sarasota County, Florida.
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This agreement covers the following equipment:

Upgrade all 4 systems on Invoice# 68335

Purchased on Invoice #51817 / PO#032726

Installed on 03/31/2006

- > DCR 4 Channel for Tower w/Software Assurance (2)
- > DCR 4 Channel for Laptop & w/Software Assurance (1)
- > Digital Mixer - 4Channel (3)
- > Video Capture Card (1)
- > Pro44 Microphones (4)
- > Foot Pedal (5)

Initials: S.C. / \_\_\_\_\_  
BIS Digital                      Customer

Purchased on Inv. #61363/PO #043637  
Installed on 07/28/2011

- > DCR 4ch Digital Recording Software for Laptop w/ software Assurance (1)
- > USB Digital Audio Mixer {s/n: 1101C1092}
- > CD/DVD Archive Software (1)
- > USB Foot Pedal (1)

Purchased on invoice #72790  
Installed on 05/17/2017

- > DCR (4 Channel) Digital Audio/Video Recording Software w/Software Assurance (1)
- > MX248 USB Audio Mixer (4 Channel) (1) {SN: 1608SC1159}
- > Unidirectional Condenser Boundary Microphone (4)
- > BIS Boundary Effect Mic Sta

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The terms and conditions stated herein form the complete agreement between the parties. Any additions to this agreement (new systems) will be prorated to coincide with this contract.

Effective Date: 11/01/2022  
Contract #: 23-11-A-51817/M-50011488  
Annual Contract Amount: \$5,520.00

Accepted By:

BIS Digital, Inc.

City of North Port

Steve Coldren

By Steve Coldren

By A. Jerome Fletcher

President

Title

City Manager

Title

January 9, 2023

Date

Date

WITNESS:

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

Print Name: \_\_\_\_\_

Approved as to form and correctness:

BY: \_\_\_\_\_

CITY ATTORNEY

Print Name: \_\_\_\_\_

Initials:

S.C. / \_\_\_\_\_  
BIS Digital Customer