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STANDARD SUPPORT SERVICES AGREEMENT

July 1, 2013 to June 30, 2016

Article 1

SERVICES COVERED

This Standard Support Services Agreement applies to maintenance and support services (Maintenance) provided by *CourtSmart* to the Florida Senate for the Licensed Software Goods and such other Goods and software that the Florida Senate may purchase or license under amendment(s) to the Agreement. Except as otherwise provided herein, this Maintenance Agreement shall not apply to any hardware, software, program, equipment, device, or attachment not procured from, and installed by, *CourtSmart* Digital Systems.

To coordinate Support and Maintenance with *CourtSmart* in the execution of its Support responsibilities under this Support Services Agreement, the Florida Senate agrees to have available during periods when *CourtSmart* is performing Maintenance an individual who will be designated as a System Administrator. The System Administrator shall be the point of contact with *CourtSmart* for Maintenance and Support issues. *CourtSmart* can rely on the instructions of the System Administrator regarding Maintenance and Support. It is strongly discouraged to have multiple contacts within a site as this usually results in prolonged resolution times. The Florida Senate shall also provide a high-speed DSL connection to the servers or VPN for *CourtSmart* maintenance purposes.

Article 2

SOFTWARE AND HARDWARE SUPPORT COVERAGE

2.1. Support Period and Maintenance Responsibilities of *CourtSmart*. *CourtSmart* agrees to provide Support/Maintenance to diagnose problems, determine proper solutions and provide the implementation of, and/or implement any required solutions, changes, modifications, updates or other services as is necessary to allow the Licensed Software to perform in accordance with its applicable Documentation and/or its Final Acceptance Test standards. *CourtSmart* also agrees to provide telephone advice and e-mail assistance by *CourtSmart* support specialists with experience in functional and operational areas of the Licensed Software regarding issues involving the usage of the Licensed Software (rather than error correction), including, but not limited to, advice and assistance covering system, data base and software setup, operating environment, and general usage issues such as installation of devices, tuning the computer system for better response times, etc.

- (a) Microsoft Security and Critical Updates: *CourtSmart* with the express concurrence of the Florida Senate configures the servers obtained from and installed by *CourtSmart* with the ability through the Internet to automatically download and install the latest Microsoft security patches and critical updates when the Florida Senate is not in session providing such connectivity is provided by the Florida Senate. The servers may be configured to automatically restart, login, lock, and launch *CourtSmart's* software after an update occurs. The configuration offers the least amount of risk from newly discovered Microsoft vulnerabilities. If the servers are provided by the Florida Senate or third party, all updates and intrusion protection become the sole responsibility of the Florida Senate.

2.2. Remedial Maintenance. *CourtSmart* will provide remedial software maintenance on a call-in basis consisting of corrective action necessitated by a malfunction of the system in use. A malfunction is defined as an action or inaction that is not in accord with the documented operating functionality of the Licensed Software as stated in the applicable documentation provided during installation or applicable test standards, if so defined.

Remedial Maintenance shall include the following:

- (a) Problem Determination: *CourtSmart* representative, working with the Florida Senate's System Administrator or designated contact person, will attempt to determine the cause of the malfunction and a plan for resolution.
- (b) Software Temporary Solution: Upon *CourtSmart* determination that a temporary solution to a problem with the Licensed Software is feasible or necessary to keep the System properly functioning, with the System Administrator approval, *CourtSmart* will implement the solution.

2.3. New Software Releases. *CourtSmart*, from time-to-time, releases new software versions for a variety of purposes. They fundamentally fall into the following areas:

- (a) Fixes to problems associated with the stated function of the system under normal operation of the software that has been found through the use of the system. If it is determined that your installation requires this patch or fix it will be added at a time mutually agreed upon. There is no additional charge for these software changes so long as they are under warranty or maintenance agreement.
- (b) Minor functional additions that have been requested or determined by *CourtSmart* to add value to the existing software will be added to your software if at the sole discretion of *CourtSmart* such new software will not jeopardize the integrity of the system, provide a requested function or improvement to a function currently used, the current hardware and OS software are compatible with the new release, and it will provide a viable enhancement to the current installation. There is no charge for these additions providing a warranty or maintenance agreement exists.
- (c) Major Release changes that offer a new significant function such as video recording for example. These enhancements can only be implemented if the hardware, OS and database software are capable of utilizing these new functions. There may be a charge for the new functionality.

Under no circumstances is *CourtSmart* obligated to upgrade at no charge operating system software or database software from third parties such as Microsoft if changes made by these third party vendors preclude the addition of new *CourtSmart* function. Likewise, *CourtSmart* shall not upgrade any hardware without additional charges if these upgrades are required by either third party software changes, or *CourtSmart* new function changes. If these circumstances occur, *CourtSmart* shall notify the Florida Senate of the situation and a proposed cost to upgrade. The Florida Senate can then decide what course of action to take.

CourtSmart is not obligated to provide all new software releases but uses its discretion and desires of the Florida Senate to determine viability and practicality of implementing such upgrades. *CourtSmart* does not advocate updating its software primarily for the sake of being current. Updates may or may not apply to a site's configuration, including but not limited to hardware, operating systems, or database versions.

2.4. Hardware and Equipment Support. *CourtSmart*, is responsible for the support of all hardware and equipment supplied by and installed by *CourtSmart* including but not limited to servers, desktops, laptops, encoders, mixers, microphones, cameras, amplifiers and such other goods that constitute in whole or part the installed *CourtSmart* system. Hardware and equipment supplied or installed by the Florida Senate is **NOT** normally covered under *CourtSmart's* Maintenance Agreement should a failure or other problem occur. All updates to maintain hardware and equipment supplied by the Florida Senate is the responsibility of the Florida Senate. In the event that *CourtSmart* provides fixes or replacements for the Florida Senate supplied hardware the Florida Senate agrees to pay *CourtSmart* for materials and current hourly rates for such assistance, guidance, and/or service performance.

CourtSmart uses standardized configurations that use specific hardware and equipment tested for the proper use with *CourtSmart* digital recording software. The Florida Senate provided hardware, including servers and related peripherals, may not be compatible with *CourtSmart's* audio and/or video encoding. All hardware deviating from *CourtSmart's* standard configurations must be sent to *CourtSmart* for testing prior to an installation.

2.5. Maintenance Responsibilities of the CourtSmart Customer. *CourtSmart* troubleshooting sometimes requires guided interaction between the customer and *CourtSmart* Technical support to properly diagnose, troubleshoot, and solve issues in a timely fashion. It is the responsibility of the Florida Senate to provide a point of contact to reasonably work and communicate with a *CourtSmart* representative in order to solve issues, especially in situations where remote connectivity cannot be established. Successful use of *CourtSmart* depends on user interaction referenced in Article 10 of *CourtSmart's* Maintenance Service Agreement.

The parties recognize the importance of rapid problem resolution and to that end *CourtSmart* shall make all efforts to resolve issues in the most expeditious manner possible. The Florida Senate shall not unreasonably withhold cooperating and assisting *CourtSmart* to accomplish the most reasonable and feasible problem resolution. Such assistance shall include but not be limited to:

- a) Observing and reporting events as requested by *CourtSmart* Technical Support representatives
- b) Sending CDs/DVDs, or hardware components to *CourtSmart* for evaluation if requested
- c) Replacing certain hardware components such as microphones, encoders, monitors, or other hardware that does not require opening a server or rewiring
- d) Restarting computers as directed by *CourtSmart*

2.6. Planned Hardware Replacement. Mission critical systems need to be updated on a regular schedule to provide the most reliable configurations. Industry standards for replacing mission critical systems should be adhered to when at all possible. *CourtSmart* recommends replacing systems on the following schedule:

- a) **Servers.** Servers should be replaced every three years. Although servers reach their End of Life cycle at five years, systems tend to become more problematic after three years. Replacement parts are increasingly difficult to find as server manufacturers replace these servers and do not maintain parts for those products that they determine have reached their End of Life. *CourtSmart* under this Support Services Agreement will make all reasonable efforts to keep existing servers viable, however, if replacement parts are no longer available from the server manufacturer *CourtSmart* cannot be reasonably held responsible for maintaining end-of-life products. It is the Florida Senate's responsibility at that point to replace the failed units with current products.
- b) **Encoders.** *CourtSmart* recommends replacing the encoders in parallel with the servers.
- c) **Mixers.** *CourtSmart* recommends replacing mixers every 5-7 years. The audio mixer is the single critical fail point in the recording system and these units are designed to run 7/24. After 5-7 years, particularly in areas that have numerous power outages or fluctuations, the reliability diminishes and should not be counted upon to operate without failure.

2.7. It is understood that any additional hardware and software obtained from or installed by *CourtSmart* will result in additional support cost at the current rate agreed upon in writing by both parties.

Article 3

EXCLUSIONS

3.1. Damage to Files and Equipment. This Maintenance Agreement does not cover any work effort associated with the copying or reconstruction/restructuring of any files contained therein, which may have been lost due to hardware failure. In the event the Florida Senate suffers such a loss of files, *CourtSmart* will provide technical assistance and guidance on a best efforts basis to assist the Florida Senate, or if requested that *CourtSmart* perform the functions required, the Florida Senate agrees to pay *CourtSmart* at its then current hourly rates for such assistance, guidance, and/or service performance.

CourtSmart cannot be held reasonably responsible for loss of files or damaged equipment directly or indirectly related, but not limited to the following:

- (a) Archive Media Storage and care thereof.
- (b) Systems rendered inoperable as a direct result of virus, spy ware, pornography, non-*CourtSmart* software, messenger applications, bots, hackers, kiddie-scripts, and others.
- (c) Damaged equipment caused by moving or relocating *CourtSmart* systems and related parts.
- (d) Misplaced or damaged equipment caused by theft, vandalism, improper power or power spikes or brown outs, inadequate cooling, or Acts of God.

- (e) Failure by staff to operate the system in accord with best practices outlined in this agreement or encouraged by *CourtSmart* Staff. Such practices would include but not be limited to; checking to determine file archive status periodically throughout the recording day, and verifying audio/video signals on all channels through the client for all servers. Failure to properly operate the system in accord with these and other best practices may result in incomplete, inaudible, or lost recordings. It is strictly the responsibility of the Florida Senate to properly operate the system for an accurate, complete record.

3.2. General. *CourtSmart* shall have no obligation to provide Maintenance or otherwise repair the Licensed Software or hardware under this agreement if the Licensed Software or the equipment associated with the system, is damaged through misuse or abuse by the Florida Senate. Also, if the Florida Senate chooses absent concurrence from *CourtSmart* to alter any software or hardware supplied by *CourtSmart*, any issues associated with these changes are not covered by this agreement. An example of an item not covered would be the deletion of *CourtSmart* software from client or server machines by the Florida Senate staff and the need to restore same. This would be a billable item beyond the scope of any warranty or maintenance agreement. Likewise, it is the Florida Senate's responsibility to provide network security. Any security breach resulting in virus or worm attacks shall be the sole responsibility of the network provider. *CourtSmart* shall make all reasonable attempts to remedy such damage on a charge basis. Any repair or alteration necessitated by the above will be rendered only upon *CourtSmart* receipt of the Florida Senate's special request and after approval by the Florida Senate of the estimated additional charge thereof. Any efforts by the Florida Senate's staff to modify, repair, or alter the software or hardware that comprises the system, absent direct instructions from *CourtSmart*, that results in further damage shall be the responsibility of the party undertaking such action and not supported under this agreement. *CourtSmart*, at the Florida Senate's direction shall repair said damage on a time and materials basis that is above and beyond the scope of this maintenance agreement. Examples of misuse may include the following:

- (a) Using *CourtSmart* systems for reasons other than utilizing *CourtSmart* functions.
- (b) Systems rendered inoperable as a direct result of virus, spy ware, pornography, non-*CourtSmart* software, messenger applications, bots, hackers, kiddie-scripts, and others.

3.3. Network Security. It is the responsibility of the Florida Senate to maintain network security for the prevention of intrusions such as worms or virus. Any hardware purchased through *CourtSmart* shall be maintained by *CourtSmart* with respect to applying security patches, OS security updates, critical updates and hot fixes. Care must be taken by the Florida Senate should they elect to maintain these updates and patches that optional updates and service packs **NOT** be automatically applied unless *CourtSmart* has tested and verified the applicable and security of these updates. It is the responsibility of *CourtSmart* to ensure that the servers purchased from *CourtSmart* are patched and properly secured. This policy does not necessarily include anti-virus software as the latter can cause operating problems under normal circumstances in conjunction with the *CourtSmart* application. *CourtSmart* is not responsible for the maintenance and updates of servers that were not purchased from *CourtSmart*.

CourtSmart operates within the network infrastructure provided by the Florida Senate and therefore does not have the responsibility to make changes, updates, or patches on the network. It is the responsibility of the Florida Senate to ensure that all access into their network is properly secured and protected against intrusion. If

all ports of entry are protected, including VPN connections, then there should be no requirement to run a virus scanner on the *CourtSmart* servers.

3.4. Virus Protection. *CourtSmart* encourages the use of anti-intrusion virus-scanning software on the servers providing proper care is taken in the application of these products, the proper product is used and the exclusions noted below are carefully followed. Virus scanning software and SQL, when running concurrently, may cause conflicts with available server resources. SQL should be **EXCLUDED** from anti-virus scan software. Some scanning software sees SQL as a virus program due to the nature of the database operations and will terminate the application leaving no database connections available. However, if the servers and operating systems were supplied by *CourtSmart* and the Florida Senate requests that anti-intrusion software be installed, *CourtSmart* will install approved software and take all reasonable precautions to assure the proper operation of the system. If a site's network and security policy dictates virus-scanning software as a requirement, the site incurs all costs of acquiring, licensing, and maintaining the anti-virus product. If virus-scanning software is installed, the following configurations must be applied to **BOTH** Real-time (On-Access) and scheduled scanning for *CourtSmart* to function properly:

- (a) Exclude **c:\program files\server** - *CourtSmart's* server files are installed here; scanning can interrupt the record.
- (b) Exclude **D:** - *CourtSmart's* DVD-RAM drive, where the data archiving and burning takes place. Anti-virus will slow down the burning and archiving.
- (c) Exclude **e:\sessions** – Mass amounts of data are moved to the e:\sessions directory while recording; Virus scanning products tend to interpret this behavior as virus-like.
- (d) Exclude **e:\sqldata** – The *CourtSmart* database resides here. Scanning can affect performance and give “false-positives.” If the database files are mistakenly labeled as a virus, your *CourtSmart* system may not function.
- (e) Exclude **c:\program files\radmin** - Anti-virus finds radmin and removes it; this is *CourtSmart's* default remote control software. Exclusions should occur on the servers and desktops.

3.5. Back-Level Support. *CourtSmart* may, from time to time, make available to the Florida Senate new releases of the program(s), containing error corrections and/or enhancements that are appropriate to the Florida Senate's use of *CourtSmart*. *CourtSmart* may, at its sole discretion, provide the Florida Senate with one (1) upgrade of each new applicable release for each copy of the Licensed Software being maintained under this Maintenance Agreement, without additional charge. *CourtSmart* shall provide reasonable off-site assistance to help the Florida Senate install and operate each applicable new release. Because releases may be cumulative, each release could require that you have obtained and installed all prior applicable releases. If the Florida Senate chooses not to install any release recommended by *CourtSmart*, *CourtSmart* will maintain back-level versions of the program(s) at the Florida Senate's request, on a best-efforts basis and subject to availability of technical support staff.

3.6. Third Party Software. Third party software such as Microsoft Windows and SQL are not covered under warranty or maintenance. *CourtSmart* shall provide a best efforts support for problems encountered with third party software and work with the third party to expedite any solutions. If service pack releases

become available through third parties such as Microsoft it will be the sole discretion of *CourtSmart* as to whether or not to apply such releases. It has been found that service packs can cause problems for the application software.

Article 4

CHARGES FOR SUPPORT

The annual charges for Support (Annual Maintenance Charge) provided under this Support Services Agreement are as follows and covers Maintenance for the Licensed Software:

4.1. Commencement of Maintenance. The standard Warranty Period shall be Twelve (12) months of Support, commencing upon the Florida Senate acceptance of the standard, pre-existing software components of the Licensed Software and any hardware installed by *CourtSmart*, for no additional fee. Thereafter, should the Florida Senate choose to enter a maintenance contract, a fee of 12% of the total purchase price per annum will be charged for maintenance on the system or its components, which term shall commence upon the expiration of the Warranty Period. Thereafter, *CourtSmart* agrees to offer Support to the Florida Senate on the same terms and conditions as it provides to its other licensees similarly situated as the Florida Senate.

The Anniversary Date for the Annual Support/Maintenance Charge shall be the first day after the expiration of the Warranty Period or otherwise agreed in writing by the parties. The Annual Support/Maintenance Charge for any additional hardware or software licensed and installed after the Florida Senate finally accepts the System will be similarly charged after the applicable Warranty period, and Maintenance will be invoiced at its Annual Support/Maintenance Charge.

4.2. No Charge for Maintenance during Warranty Period. There will be no cost or charge to the Florida Senate for Support provided during the twelve (12) month Warranty Period for software and hardware provided by *CourtSmart* and in accord with previous sections.

4.3. Payment Thereafter. The Florida Senate agrees to pay *CourtSmart* in accordance with its prompt payment policy. In the event the Florida Senate payment for Support becomes forty five (45) calendar days past due, *CourtSmart* will notify the Florida Senate in writing that Support will be discontinued in fifteen (15) calendar days unless payment is received by the end of the fifteen (15) day period.

The cost for Support for a typical three (3) year term including the Initial 1 year Warranty is prepaid annually unless other arrangements are made. An example would be:

Year 1: No Cost Warranty Period.

Year 2: Twelve (12) percent of the Licensed Software and Hardware Cost or Software only.

Year 3: Twelve (12) percent of the Licensed Software and Hardware Cost or Software only.

Support services for the current hardware and licensed software is \$ 19,904.97

Annual payments for the three (3) year term shall be due on the Anniversary Date after receipt of a proper invoice, or other arrangements made. Following Warranty Period, the Florida Senate agrees to pay for Support/Maintenance on a yearly basis. *CourtSmart* shall provide an invoice to the Florida Senate for such Support/Maintenance prior to the next Anniversary Date. It shall be assumed that unless notified by the Florida

Senate in writing 30 days prior to the commencement of the next date for annual maintenance renewal, that the Florida Senate wishes to keep the maintenance agreement in effect.

In the event that during the course of the maintenance year or warranty period, should the Florida Senate make additions to the existing system or add additional systems, *CourtSmart* shall consolidate and prorate maintenance charges to provide a single annual charge for maintenance.

4.4. Price Increases. Annual Support/Maintenance Charges for Support provided by *CourtSmart* may be changed on the Anniversary Date and each Anniversary Date thereafter by giving the Florida Senate thirty (30) days written notice of the change. In no event shall the Annual Support/Maintenance Charge be greater than that offered to any other customer similarly situated as the Florida Senate.

4.5. Remote Connectivity Surcharge. A 3% surcharge per contract period (annual) will be applied to sites' annual maintenance costs if the only means for remote support is connecting via a dial-up modem. If a site provides a VPN or other approved high-speed connection; the surcharge is waived.

4.6. Renewal. This contract may be renewed for an additional three year term, payable in three annual installments subject to a satisfactory negotiation of fees and provided the parties reach an agreement.

4.7. Payment contingent on appropriation. Payment under this Agreement is contingent upon the availability of funds budgeted and lawfully appropriated for its purposes.

Article 5

TERMINATION

This Support Services Agreement may be terminated by the Florida Senate upon any material breach or default of *CourtSmart* by giving written notice to *CourtSmart* specifying the nature of such breach or default, and such termination shall become effective on the expiration of thirty (30) days from the date of notice unless such breach or default is cured to the reasonable satisfaction of the Florida Senate. If *CourtSmart* deems that the Florida Senate is unreasonable in its requests or denies timely access to the *CourtSmart* servers for purposes of maintenance or upgrade, *CourtSmart* also reserves the right to terminate the balance of this agreement refunding a prorated portion of the maintenance fee not used. If this occurs, *CourtSmart* shall continue on a best efforts basis to support the installation on a time and materials basis.

Article 6

REMOTE ACCESS

The parties envision that *CourtSmart* will provide Support/Maintenance by remote electronic means (remote high speed access) whenever possible. The parties prior to installation shall mutually determine the manner, including any security restrictions, method, equipment, software and other considerations for remote access. These considerations shall not unreasonably be delayed and shall be in place prior to actual use of the system by the Florida Senate. The Florida Senate, at its expense, shall provide the equipment and software at its location to permit remote access such as VPN or DSL connection. *CourtSmart*, at its expense, shall provide the equipment and software at its location to permit remote access. The Florida Senate shall provide physical access for *CourtSmart* personnel to the System as necessary during Maintenance. In addition, the Florida

Senate shall provide, within the Florida Senate premises, adequate space for Support/Maintenance to be performed. It is understood that without this access *CourtSmart* cannot be held to these support performance standards.

Article 7

SUPPLIES

Accessories and expendable supplies necessary to operate the Licensed Software such as DVD-RAM media, CD-R media, optical disks, paper, or other such expendable items, are not supplied under this Support Services Agreement, except as specifically listed.

Article 8

FORCE MAJEURE

Neither party shall be deemed either in breach of contract or liable for any delay, loss, damages caused by war, invasion, riot, the order of any civil or military authority, fire, flood, earthquake, weather, or other acts of God, lockouts, strikes, the failure of suppliers to meet their contractual obligations, or without limitation, any other cause beyond the party's reasonable control. In the event of a disaster requiring a new system or significant rebuilding of the existing system, *CourtSmart* shall assist and participate in such activities on a time and materials basis including travel expenses where required.

Article 9

CHANGE OF LOCATION

Any costs associated with moving the Licensed Software or Hardware shall be borne by the Florida Senate.

Article 10

RESOLUTION OF DISPUTES

Any dispute between the Florida Senate and *CourtSmart* as to the application, meaning, or interpretation of any part of this contract shall be resolved in state court in Leon County, Florida, by the application of Florida Law.

Article 11

BEST PRACTICES FOR USING COURTSMART

Successful use of *CourtSmart* depends on user interaction and care in exercising prudent practices shown through over 11 years experience to be imperative in securing an accurate and reliable record. *CourtSmart* cannot reasonably be held responsible for results when the overall success and reliability of the system is directly related to the Florida Senate operating the system consistent with the practices that have been shown to be essential. A few simple tasks and daily checks have proven to increase the reliability and better operation of *CourtSmart's* systems:

DAILY SYSTEM CHECKS

1. Perform a daily microphone check on **BOTH** the Primary and Backup servers followed by a playback of the recording. **Listening to the playback is the only absolute indicator that proceedings are being recorded properly. We suggest performing checks 2-3 times daily.**
2. Perform daily checks of the Archiver and replace the media when the drive is full. While you can continue to record we have found that some sites are going for weeks and even months without archiving. This is not a good practice and under certain circumstances you may lose the record. The Archiver should be checked 2-3 times daily.
3. Please do **NOT** change the software on a *CourtSmart* system without first notifying *CourtSmart*. Any change, whether installing additional software, updates, or configurations can prevent *CourtSmart* from functioning properly. Putting screen savers and other software on the servers can cause serious problems or conflicts unless properly done and *CourtSmart* should always be consulted before adding anything to the servers.
4. Please do **NOT** remove local user accounts or change passwords without first notifying *CourtSmart* Technical Support. User accounts include:
 - a. SQLSERVER
 - b. ArchUser
 - c. VideoIIUser – if applicable
5. Please do not remove or change hardware related to a *CourtSmart* system without first notifying *CourtSmart* Technical Support.

RUNNING COURTSMART

1. **Running CourtSmart Sampler.**
 - a. Check Sampler at least 2 times daily.
 - b. Check each room listed in the Sampler
 - i. **Green** indicates a room is recording
 - ii. **Red** indicates the room is not recording
 - iii. **Yellow** indicates the microphones are muted
 - iv. **Blue** indicates the recording is paused
 - c. Check Sampler's Event History for Warnings located in the bottom pane.
 - d. Ensure Sampler's Flux Capacitor is oscillating; it verifies data is received from the encoders.

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- e. Ensure "View Input" is showing activity
 - i. **Green** bars indicates recording activity
 - ii. **Red** blinking indicates the room is muted or that a mixer may be malfunctioning
- f. Report any issues to *Courtsmart* Technical Support.

2. Running *CourtSmart* Archiver.

- a. Check Archiver at least 2 times daily.
- b. Look for warnings in the Message Log.
- c. Check for Red E indicators in the Archive list.
- d. Check that the storage media is not full and the archive list is at or near 0 (zero).
- e. Check the status of the Archiver. It should be Idle or Transferring Files.
- f. Report any issues to *Courtsmart* Technical Support.

3. Running the *CourtSmart* Client.

- a. Perform a **DAILY** audio check in each active room.
- b. LISTEN to each Audio check; it is the only absolute way to confirm audio recording.
- c. Monitor Audio recordings periodically to verify audio quality.
- d. Report any issues to *Courtsmart* Technical Support.

SHUTDOWN / START-UP PROCEDURES

Sites may plan power outages for electrical maintenance or in preparation for severe weather; they may also experience unplanned power outages. In each instance, *CourtSmart* recommends the following Shutdown procedures:

Shutdown Procedures

1. Stop all recordings on each server.
2. Stop all *CourtSmart* clients.
3. Safely Shutdown and Power Off all client machines.

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4. If time allows, continue to Archive files until there are no files in the Archive List.
5. Remove Archive media from all Audio, Backup, and Archiver Servers.
6. Place the Archive media in a safe place.
7. Stop Sampler and Archiver on all Audio/Backup/Archiver Servers.
8. Stop video on all video servers.
9. Power Off all MOTU and/or other audio encoders.
10. Safely Shutdown/Power Off all Audio/Backup/Archiver/Video Servers.
11. Power Off the UPS and disconnect it from external power source (Unplug it from the wall).
12. Where possible, wrap/drape/further protect equipment with tarps and or other protective materials to prevent water damage.
13. To further safeguard your equipment, *CourtSmart* also recommends that all audio/sound "racks" be shut down and all equipment be unplugged from the wall.
 - a. These systems should all have their own UPS device(s). If not, simply shut components down individually or unplug from the wall.
 - b. If they have a UPS leave the individual AMP, Mixer, etc. power switches alone and shut off the UPS.
 - c. Unplug that UPS from the wall in preparation for power down or a storm and then the reverse of that once all is clear. If UPS beeps when unplugged, then IT IS NOT SHUT OFF, please try again and/or call for assistance.

Start-up Procedures

1. Remove wrapping from the servers from whatever protective layers/measures you used.
2. Plug the UPS(s) back into external power and turn them on; let them set for 10 or 15 minutes.
3. Power on the MOTU and other audio encoders.
4. Power on each Audio/Backup/Archiver/Video Servers.
5. Start the Archiver client and video applications where applicable.
6. Place Archive media in their proper drives.
7. Start Sampler; ensure each room comes up and that "view input" shows some activity on all servers.

8. Power on the Client Machines.
9. Start the *CourtSmart* clients.
10. Perform playback tests.

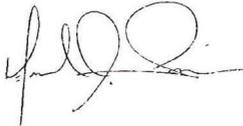
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SIGNATURES

COURTSMART DIGITAL SYSTEMS, INC.

THE FLORIDA SENATE

BY:

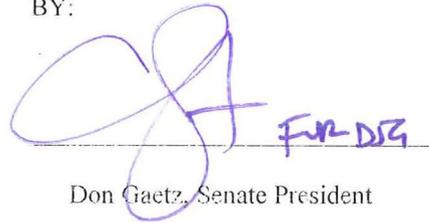


Andrew J. Treinis, President,

COURTSMART Digital
Systems, Inc

Date:

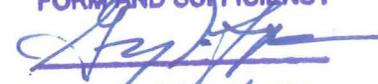
BY:



Don Gaetz, Senate President

Date:

5-29-13

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

Date 5-24-13

First Amendment to the Standard Support Services Agreement

This First Amendment to the Agreement is entered into this 11 day of April, 2016, to the Contract executed on May 28, 2003, by and between the Florida Senate and CourtSmart Digital Systems, Inc., a foreign profit company registered to do business in Florida with a primary address of 51 Middlesex Street, Suite 128, North Chelmsford, Massachusetts, for hardware and software maintenance and support services.

The Parties agree to a renewal of the Agreement for an additional three year term, in accordance with Section 4.6 Renewal, of the Agreement.

The Parties agree that Section 4.3 Payment Thereafter, is modified to include the following price for support services for the three (3) year term:

July 1, 2016 – June 30, 2017: \$18,772.77

July 1, 2017 – June 30, 2018: \$19,038.33

July 1, 2018 – June 30, 2019: \$19,038.33

Additionally, the Parties agree that all payments shall be made pursuant to the terms of Rule 2.15 and 2.151, *Joint Policies and Procedures of the Presiding Officers* (2014).

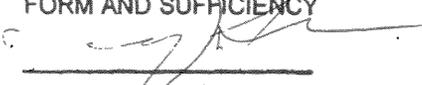
All other terms and conditions of the original agreement shall remain in full force and effect.

Execution by the Parties

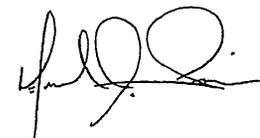
The Florida Senate:


By: Richard W. Scott
Title: Gov. of State of Florida
Date: 12 Apr 2016

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Date: 4-12-15

CourtSmart Digital Systems, Inc.:


By: Andrew Treinis

Title: President

Date: 11 April 2016

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