

# **Infoware**

Digital Business Solutions

February 2, 2023

Ms. Tina Blount, Deputy Circuit Clerk  
Madison County Circuit Court  
Canton, MS

Dear Ms. Blount;

I appreciate the opportunity to provide a quote on an upgrade to the PA System mixer component. The mixer and stereo power units are not the total PA system. We have determined that current issues are caused by the mixer and a replacement is recommended. Other components may create problems in the future due to the age of the equipment. At some point in the future the remaining components will need to be replaced, too.

Infoware can only warrant the components that are purchased from us. If you would like a quote on a total replacement PA system, we will be glad to provide it.

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Behringer Digital Mixer XR18 iPad controlled mixer	\$850
1	Peavey IR2 2000 Stereo Power	\$750
1	Bundle of wires, connectors, etc.	\$250
1	Installation and first year remote support	\$825
<b>Total Cost</b>		<b>\$2,675</b>

Optional iPad

1	Apple iPad for mixer control with software	\$450
<b>Total cost with option</b>		<b>\$3,125</b>

We have a staff of technical people that can assist you. Infoware will provide installation and training. Freight cost is included. These models and prices are subject to change and based on availability. If you have any questions, please feel free to call us at 601-853-2301.

Sincerely,



Ray Lenow,  
President

Anita Wray

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**From:** Tina Blount  
**Sent:** Thursday, February 2, 2023 2:10 PM  
**To:** Anita Wray  
**Subject:** FW: Quote  
**Attachments:** 2023-02-02 Madison Circuit Court Quote PA .pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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**From:** Ray Lenow <ray.lenow@infowareinc.com>  
**Sent:** Thursday, February 2, 2023 9:34 AM  
**To:** Tina Blount <tina.blount@madison-co.com>  
**Subject:** Quote

***CAUTION! External Content. Please use caution when opening attachments and links. Do not provide your username and password if requested.***

Attached is the quote to handle the current issue on the PA system.  
Please let me know if you need anything else.

Ray Lenow  
Infoware  
601-853-23301

## Kesha Jackson

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**From:** Tina Blount  
**Sent:** Monday, February 27, 2023 3:57 PM  
**To:** Kesha Jackson  
**Subject:** FW: Contract

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**From:** Ray Lenow <[ray.lenow@infowareinc.com](mailto:ray.lenow@infowareinc.com)>  
**Sent:** Monday, February 27, 2023 3:56 PM  
**To:** Tina Blount <[tina.blount@madison-co.com](mailto:tina.blount@madison-co.com)>  
**Subject:** RE: Contract

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The agreement has an automatic renewal clause and it is an active contract without the need to sign a new agreement every year.

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**From:** Tina Blount <[tina.blount@madison-co.com](mailto:tina.blount@madison-co.com)>  
**Sent:** Monday, February 27, 2023 3:32 PM  
**To:** Ray Lenow <[ray.lenow@infowareinc.com](mailto:ray.lenow@infowareinc.com)>  
**Subject:** RE: Contract

Do you have a 2023 updated one?

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**From:** Ray Lenow <[ray.lenow@infowareinc.com](mailto:ray.lenow@infowareinc.com)>  
**Sent:** Monday, February 27, 2023 2:22 PM  
**To:** Tina Blount <[tina.blount@madison-co.com](mailto:tina.blount@madison-co.com)>  
**Subject:** Contract

**CAUTION!** *External Content. Please use caution when opening attachments and links. Do not provide your username and password if requested.*

The attached support agreement is the only contract we have with Circuit Court, and it supports the audio recording for the one (1) Court Reporter's Digital Recording System in the Circuit Courtroom.

The contract covers the FTR Touch System, digital mixer, and accessories listed on the invoice. The contract is current and activity and up to date for this support.

We have been talking with Ms. Wray about the need for County and Circuit Courtrooms to get new PA systems. If you need pricing on that equipment, please let me know. Recently, Dave from our office, delivered and installed two new microphones and cables on the PA System replacing the two bad microphones. If there is some additional assistance needed, please let me know.

Ray Lenow  
Infoware  
601-853-2301

## Guaranteed Support Agreement

### Service Provider:

### Customer:

Infoware 2

509 Cobblestone Court, Suite 1  
P.O. Box 2145  
Madison, MS 39130-2145

Madison County Circuit Court  
P. O. Box 1626  
Canton, MS 39046

**Term:** The above equipment is to be placed under Guaranteed Support Agreement (GSA) for a period as stated on page 3 beginning on first day after executing this agreement for that period, at the annual rates stated in the proposal. Billing can be prorated to coincide with the customer fiscal year if required. This Agreement may be renewed annually at the then current listed annual rates. Any new equipment purchased during the Agreement period, which the customer desires to place under a Support agreement will automatically be added to the GSA. The Support fee for any such new equipment shall be based on the prevailing Agreement rates and shall be prorated to begin after the initial manufacturer's warranty and expire with the existing Agreement. This Agreement will be automatically renewed annually at the then prevailing Agreement rates, unless cancelled in writing thirty (30) days prior to the end of the Agreement period by either party.

It is also agreed that all warranties and this Agreement will be declared void with respect to any of the listed equipment if the serial number of said equipment is removed or altered and if repairs are made by other than authorized Infoware, Inc. employees.

### Telephone Support

Unlimited Telephone Support will be provided for all Court personnel requesting assistance for the operation of the FTR recording and transcription, hardware and software. Assistance in problem determination will be provided to isolate the cause of the problem and recommend a solution.

### Loaner Equipment

If there is a hardware or software failure to operate then Infoware will provide under the GSA at no cost loaner equipment for it customer to use during the repair time. **If parts and units are discontinued then new equipment is to be ordered by customer; Infoware will loan customer recoding equipment for 60 days, so customer can order replacement equipment.**

### On-Site Service

During the Support period, Infoware will provide on-site support for the FTR hardware and software purchased from Infoware. Infoware will repair the hardware, provide replacement parts, and update the software release levels in accordance with the terms and limitation stated in this agreement. Calls for service will be handled on a first call for service bases for all customers who subscribe to Infoware's GSA. GSA customers take priority over non-GSA customers for service. The list of equipment covered by the Support agreement will be listed on the Infoware annual Support invoice.

### First Line of Support

Customer is to provide first line of end-user support by determining the problem is a true service problem prior to placing a request for an on-site service call. Customer will make every attempt to determine the cause of the problem by testing and checking power cords, cables, power supplies, testing microphones and other items with test units prior to placing a service call.

Infoware will provide a list of procedures and problem determination steps for Customers to follow and complete prior to contacting Infoware for service. These are our current procedures and are subject to changes by Infoware.

Procedures and problem determination steps are as follows:

1. Define and determine where the problem is: (i.e. with the microphones, software, control box, PC or laptop, etc.)
  3. Perform testing to determine if it is operational or if the problem is related to microphone, control box, PC, laptop or cables.
  4. Call Infoware for telephone support to help determine the problem.
  5. Determine where the problem lies with each individual component(s), etc.
  6. Perform all necessary testing for problem isolation and apply problem resolution techniques prior to placing a service call.
- Only a designated person(s) authorized to call will place a service call.

### Items covered under Support:

All FTR and Infoware hardware and software: The software version/ release you purchased from Infoware. Customer will be required to maintain an operating system that is supported by Microsoft for FTR software Support coverage to remain in place.

### Removed Parts that are covered by Support

All replacement or removed parts, either good or defective (including unused parts) are to be returned to Infoware. Failure to return these items will result in Customer being billed for items at the current rates.

**Infoware, Inc. Service Responsibilities:** Infoware, Inc. agrees that as necessary to maintain the equipment operational, it will check the equipment and software, loading updates as required and inspect hardware connections, make software adjustments and replace parts as required, etc. During the Agreement period, Infoware, Inc. agrees to provide all repairs, replacements or adjustment of parts deemed necessary by Infoware, Inc. to maintain the equipment in good operating condition. Infoware, Inc. reserves the right to use new or reconditioned replacement parts. Removed parts shall become the property of Infoware, Inc. **If parts are discontinued and new equipment is to be ordered by customer, then Infoware will loan customer equipment for 60 days, so customer can order replacement equipment. Service will be for standard business hours of Monday-Friday 9:00 to 5:00, excluding holidays. After standard hours service calls are billable.**

**Service Not Covered:** The following calls for services are not included under GSA but are part of the Customer's responsibilities:

Determination if the problem is associated with the Local Area Network (LAN) or Wide Area Network (WAN).

Determination if the problem is associated with administrative portions of the PC System, i.e.

**If not resolved, contact Infoware;**

Service, which is required due to improper treatment or use of the equipment,

Service required because of a computer virus;

Service made necessary by electrical power failure, low or high voltage, or voltage spikes, telephone line problems caused by lightning, or other acts of God;

Service because of telephone line or switch problems, wiring, cabling, or computer networking problems;

Service to supplies (i.e. CDs, DVDs, and other hardware such as, external disks, thumb drives, etc.), listening devices (i.e. headsets), accessories such as battery power supplies, and remote devices not necessary for basic operation; Customization of features to add or changes functionality.

**Other Items not included in Support Agreement:**

Support and problem determination on equipment that Infoware did not sell; Operating Systems, Non-FTR Recorder and Transcription Software, telephone equipment and all types of cables, network problems, virus problems, end-user PC hardware and end-user operating system problems; Operator errors, Problems relating to use of old equipment operating with the new FTR Software; i.e. upgrades to software that are billable items by FTR; i.e. Virus Scan Software and Support, Software (database), FTR billable software or hardware upgrades, damage to PC, laptop, problems to microphones and control box stations, etc. that are a result of lightning or electrical power low voltage spike (high) voltage. FTR headset are not covered and considered a supply item.

**Limitations of Liability and Warranty:**

INFOWARE, INC. DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. INFOWARE, INC. SHALL NOT BE LIABLE FOR DAMAGES RESULTING FROM ANY LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE OF PRODUCTS OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR ANY OTHER SIMILAR DAMAGES ARISING OUT OF CUSTOMER'S NEGLIGENT ACTS AND OMISSIONS, WHETHER BASED ON AGREEMENT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, INFOWARE, INC.'S AGGREGATE LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE OF THE EQUIPMENT COVERED BY THIS AGREEMENT. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL INFORMATION STORED ON EQUIPMENT COVERED HEREUNDER IS ADEQUATELY DUPLICATED, BACKED UP, AND DOCUMENTED. IT IS EXPRESSLY AGREED THAT INFOWARE, INC. SHALL NOT BE RESPONSIBLE FOR CUSTOMER'S FAILURE TO DO SO, OR FOR THE COST OF RECONSTRUCTING RECORDED INFORMATION OR DATA STORED ON DISK FILES, TAPES, MEMORIES, ETC., LOST DURING THE COURSE OF PERFORMANCE OF SUPPORT SERVICE. **INFOWARE REPRESENTS THAT IT WILL ACT IN ACCORDANCE WITH ALL OF INFOWARE'S POLICIES AND PROCEDURES FOR PERFORMING SUPPORT. The attached FTR Warranty Disclaimer and Limitation of Liability shall apply to this agreement.**

**LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, AGREEMENT, OR OTHERWISE, SHALL INFOWARE OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES. IN NO EVENT WILL INFOWARE BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LIST PRICE FTR CHARGES FOR A LICENSE TO THE SOFTWARE, EVEN IF FTR SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

**FTR WARRANTY DISCLAIMER**

To the maximum extent permitted by applicable law, and except for the limited warranty set forth herein, THE SOFTWARE WARRANTY provisions are only those stated in the **FTR Statement of Product Warranty**.

INFOWARE DOES NOT, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING PROVISION, YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. WITHOUT LIMITING THE FOREGOING PROVISIONS, INFOWARE, INC. MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FTR DISCLAIMS ALL WARRANTIES, EITHER IMPLIED OR EXPRESS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING DOCUMENTATION. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

Indemnification: Customer shall indemnify and hold harmless Infoware, Inc. from any loss or expense to persons or property, other than the equipment, suffered or incurred in connection with any claim, suit or proceeding brought against Infoware, Inc. to the extent that it arises out of this GSA or customer's possession or use of the equipment and services provided. This indemnity shall survive the termination of the GSA, provided that such loss, cost or expense was not caused solely by the fault of Infoware, Inc.

**ACCESS TO BOOKS AND RECORDS**

To the extent that the law and regulations are applicable to this agreement, Infoware agrees to maintain a copy of this agreement and all books, documents and records necessary to certify the nature and extent of compensation paid to Infoware pursuant to this agreement for three (3) years.

Infoware represents that neither Infoware nor any of its' employees has a conflict of interest pursuant to this agreement.

County Courtroom: FTR Touch Dell S/N F2B9263, and MOTU 8pre S/N 8preUSB1100952

Installation Date: 12/3/2021

First Year Support Agreement included with Cloud Backup Audio Storage

Support Services Agreement (SSA) renewal date 01/01/2023

Cloud Backup Audio Storage amount is \$300 annual fee for a total of \$1,200 annual fee.

By Initialing Customer agrees to allow Infoware to provide a Cloud Service backup for each of the Touch 6.0 units installed through Google Cloud and Google Secure Site for the current Infoware backup fee. Infoware is not responsible for any loss of information. Infoware will monitor your systems through the Internet Wi-Fi connection from time to time to insure backup is working properly. Infoware will make every effort possible to recover any loss data through the Services provided by Google. The fee is waived until the Support agreement renews. Customer will be provided an ID to access their Cloud Storage. If for some reason Google or Infoware discontinues this service, the Customer will be notified by mail.

INFOWARE 2 Madison County Circuit Court

BY: [Signature]

BY: [Signature]

Its PRESIDENT

Its \_\_\_\_\_

DATE: 11/24/2021

DATE: 12/3/2021