




TO: Joint Committee of the Whole, GS

FROM: Daniel M. Eul, Chief of Police 

DATE: October 21, 2020

RE: **Resolution 20-125-R: Waive Formal Bidding to Award a Contract with Midwest Public Safety LLC to Implement a Body Worn Camera Program for an Amount Not to Exceed \$149,187**

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**Summary:** During the summer months of 2020, the Police Department command staff engaged in a research project for the purpose of implementing a Body Worn Camera (BWC) Program within the Batavia Police Department. The results of that research led staff to determine that the body worn camera systems provided by Getac Technology to be best suited for our purposes.

**Background:** At a recent meeting of the Joint Committee of the Whole on October 13, 2020 (see DME JCOW memo dated 10/01/2020), I briefed the members of the Council on the results of our research and requested that the members authorize the City, on behalf of the Police Department, to enter into a service agreement with Getac Technology for implementation of a body worn camera program within the Batavia Police Department. I also advised the JCOW members that the Kane County Purchasing Department had recently engaged in a RFP process for the implementation of their own body worn camera program and selected Midwest Public Safety LLC (the manufacturer's selected provider for Getac Body Worn Cameras in the State of Illinois) to provide cameras for the sheriff's department. City Attorney Drendel confirmed that we could utilize their RFP process in accordance with the Illinois Governmental Joint Purchasing Act to speed our process of purchase and acquisition of this equipment. Finally, I indicated that while the funding for this project was not originally included in the Police Department's budget funding for fiscal year 2020, there were unexpended funds within the PD budget due to operational changes caused by the pandemic which would allow for the purchase of this equipment out of this year's budget funds. JCOW members approved of the purchase for this year and directed staff to prepare a resolution to enter into a service agreement for implementation of a BWC Program within the Police Department as soon as possible.

**Staff Recommendation:** Staff recommends the Committee of the Whole and the City Council waive formal bidding and pass Resolution 20-125-R Approving the Award of a Contract with Midwest Public Safety LLC for the purchase of Getac Body Worn Cameras for the implementation of a BWC Program within the Batavia Police Department.

Exhibits:

- Resolution 20-125-R
- Kane County Purchasing Department RFP Award Letter
- Midwest Public Safety LLC Pricing Sheet
- Getac End User License Agreement, Advanced Warranty, Tech Support and Maintenance

**CITY OF BATAVIA, ILLINOIS  
RESOLUTION 20-125-R**

**A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH MIDWEST  
PUBLIC SAFETY LLC TO PROVIDE GETAC CAMERAS FOR THE PURPOSE OF  
IMPLEMENTING A BODY WORN CAMERA PROGRAM WITHIN THE BATAVIA POLICE  
DEPARTMENT**

**WHEREAS**, the City of Batavia Police Department has determined that the implementation of a Body Worn Camera Program within the Batavia Police Department will increase the level of transparency of law enforcement activities within our community; and

**WHEREAS**, Getac Technology Body Worn Cameras have been determined to be best suited to fulfilling the needs of the Batavia Police Department; and

**WHEREAS**, Midwest Public Safety LLC is the provider of Getac Body Worn Cameras within the State of Illinois;

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, by the City Council of the City of Batavia, Kane and DuPage Counties, Illinois as follows:

**SECTION 1:** That the Mayor and City Clerk are hereby authorized to enter into a service agreement with Midwest Public Safety LLC to provide Getac Body Worn Cameras for the purpose of implementing a Body Worn Camera Program within the Batavia Police Department, for an amount not to exceed \$149,187.

**CITY OF BATAVIA, ILLINOIS RESOLUTION 20-125-R**

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**PRESENTED** to and **PASSED** by the City Council of the City of Batavia, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**APPROVED** by me as Mayor of said City of Batavia, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Baerren				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Knopp				
5	Uher					Beck				
6	Cerone					Russotto				
7	McFadden					Miller				
Mayor Schielke										
<b>VOTE:</b>		0 Ayes	0 Nays	0 Absent	0 Abstentions					
Total holding office: Mayor and 14 aldermen										

ATTEST:

\_\_\_\_\_  
Ellen Posledni, City Clerk

COUNTY of KANE  
PURCHASING DEPARTMENT  
KANE COUNTY GOVERNMENT CENTER

Theresa Dobersztyn, C.P.M., CPPB  
Director of Purchasing

719 S. Batavia Ave., Bldg. A, 2<sup>nd</sup> Floor  
Geneva, Illinois 60134  
Telephone: (630)232-5929  
Fax: (630) 208-5107



**Award Letter**

July 15, 2020

Jeffery Oost  
Midwest Public Safety, LLC  
2665 Harryland Road  
Decatur, IL 62521

Dear Mr. Oost:

The Kane County Board on July 14, 2020, per Resolution No. 20-219, has awarded Midwest Public Safety, LLC contract to provide leasing and support program of Getac In-Car and Body-Worn Camera Systems to the Kane County Sheriff's Office, as specified per RFP 11-020. This is a five (5) year lease contract for an estimated quantity of sixty-one (61) units, at the following prices:

*The annual cost of One Hundred Eight Thousand, Five Hundred Fifty-Five Dollars and 25/100 (\$180,555.25) for a total cost of Five Hundred Forty-Two Thousand, Seven Hundred Seventy-Six Dollars and 25/100 (\$542,776.25) over the five year lease program.*

All properly authorized purchases and services of the County of Kane will have evidence by the issuance of purchase orders. Please be advised that any invoice received by the County of Kane not referencing a purchase order and bid number may not be accepted as a valid county obligation.

Kane County's contact for this service contract will be Ron Hain of Sheriff's Office at (630) 208-2000. If you should have any questions or need further assistance, please contact our office at (630) 232-5929

Sincerely,  
*Tim Keovongsak, CPPB*  
Kane County Purchasing Department

Cc: Ron Haines  
Bob Enright

**Midwest Public Safety LLC**

2665 Harryland Road

Decatur, IL 62521 US

(217) 855-0082

jeffrey@midwestpublicsafetygroup.org

**Estimate****ADDRESS**

Shawn Mazza  
 Batavia Police Department  
 100 N Island Ave  
 Batavia, IL 60510

**SHIP TO**

Shawn Mazza  
 Batavia Police Department  
 100 N Island Ave  
 Batavia, IL 60510

**ESTIMATE #**

1550

**DATE**

08/19/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Body Worn Camera:Getac</b> Body Worn Camera (BC-02) includes: -[64GB + FHD/HD/WVGA + WiFi + GPS + BLE] -1 year hardware warranty	41	295.00	12,095.00
<b>Body Worn Camera:Body Worn Refresh</b> GETAC VIDEO SOLUTIONS INC. : BC-02 Extended Warranty for 2nd refresh program- Year 2 - Getac, Body Worn Device, BWC 1st Refresh Program warranty, 1, Year	41	69.00	2,829.00
<b>Body Worn Camera:Body Worn Camera-Refresh</b> Body Worn Camera (BC-02), 25th month device refresh Option Program,	41	295.00	12,095.00
<b>Body Worn Camera:BC-02 Refresh 2 year warranty</b> GETAC VIDEO SOLUTIONS INC. : BC-02 Extended Warranty for 2nd refresh program- Year 2&3 - Getac, Body Worn Device, BWC 1st Refresh Program warranty, 2, Year	41	121.00	4,961.00
<b>Body Worn Camera:Double Magnet BWC Clip</b> Double Magnet Clip for BWC	41	58.00	2,378.00
<b>Body Worn Camera Bluetooth Trigger:Body Worn Camera Bluetooth Trigger Box</b> Bluetooth Trigger Box	11	155.00	1,705.00
<b>Body Camera 8 Port Multidock with datamovers:Body Worn Camera 8 Port Multidock with datamover</b> 8 Port multidock with datamover, includes 90W AC Adapter	5	1,350.00	6,750.00
<b>Cloud:Getac Cloud Plan 3</b> Cloud Plan 3--60 GB. data per month	205	490.00	100,450.00
<b>Remote Set up-not on site:Remote Set Up</b>	1	1,400.00	1,400.00

ACTIVITY	QTY	RATE	AMOUNT
Remote Set up-Per Day			
<b>On Site Training:On Site Training</b>	2	2,262.00	4,524.00
On site Training/configuration per day			
	TOTAL		<b>\$149,187.00</b>

Accepted By

Accepted Date

# END USER LICENSE AGREEMENT



## Video Solutions

This End User License Agreement ("Agreement") is between Getac Video Solutions, Inc., located at 3600 American Blvd W, Ste 460, Bloomington, MN 55431 ("GVS"), and \_\_\_\_\_ Batavia Police Department \_\_\_\_\_, located at 100 N Island Ave, Batavia, IL 60510 \_\_\_\_\_ ("Customer"). The term, "Software," as used in this Agreement, shall mean any and all software, including "Cloud Software," "Server Software," "Device Software," applications, or updates developed and sold by GVS, or its affiliate, WHP Workflow Solutions, Inc. d/b/a IRSA Video.

**"Cloud Software"** means any and all software, applications, or updates that are installed on a remote cloud server.

**"Server Software"** means any and all software, applications, or updates that are installed on Customer's local servers.

**"Device Software"** means any and all software, applications, or updates that are installed on Customer's computing devices, including body worn cameras, DVRs, and docks.

This Agreement describes the terms that apply to Customer's use of the Software. These terms also apply to any GVS provided supplements, documentation, and support services for this Software.

Each signor below hereby represents they have authority to enter into this contract and bind their respective principle identified in the Recitals.

**GETAC VIDEO SOLUTIONS, INC.**

**CUSTOMER**

\_\_\_\_\_

\_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

1. License. The Software is licensed, not sold. Customer's use of Cloud Software requires payment by Customer to GVS, according to GVS's current pricing and payment terms, as the case may be, or according to such other written agreement that Customer may enter into with GVS. Customer's use of Device Software or Server Software, with full rights and functionality, requires payment by Customer to GVS according to GVS's current pricing and payment terms, as the case may be, or according to such other written agreement that Customer may enter into with GVS.

(a) Grant of License. GVS hereby grants to Customer, and Customer hereby accepts, subject to the terms and conditions set forth herein, a non-exclusive, non-transferable license, without the right to sublicense, to use the computer-executable code of the Software and web browser code generated by the Software solely for Customer's own internal business use, provided that (i) if the software is Server Software, the said use must be limited to business use on a single server that is under Customer's control; or (ii) if the software is Device Software, the said use must be limited to business use on a single computing device. In doing so, Customer must comply with any technical limitations in the Software that only allow Customer to use it in certain ways.

(b) Restrictions on Copying and Modification. Customer may not (i) copy the Software, except that Customer may make a single copy of the software for back-up purposes only; (ii) modify or alter the software; (iii) create derivative works of the software; (iv) decompile or reverse engineer the software; (v) translate the software or reduce the software by any other means to a human-readable form; and (vi) work around any technical limitations in the software. Customer may implement interfaces to transfer data to and from the Software using facilities present in the Software.

(c) Ownership. Customer may not sell, transfer, or lend the Software to, any other person or entity. Customer may not remove or alter any copyright or other proprietary notice contained in the Software. Title to, and ownership of, and all proprietary rights in, the software and each copy thereof shall remain at all times with GVS or its third party licensors. Whenever applicable, Customer is required to display GVS's trade name and/or trademark (the "GVS Trademark") to identify that the Software is "Powered by GVS." Except for the foregoing, Customer shall not use any of GVS's trade names, trademarks, service marks or other designation(s) for any purpose without express written permission by GVS.

(d) Term and Termination. Customer's license begins when GVS receives payment for Customer's license. GVS may terminate Customer's license at any time if any of the following events occurs: (1) any royalties or other sums payable are not paid when due and remain unpaid for thirty (30) days after GVS gives written notice of non-payment to Customer; (2) a material breach of this Agreement by Customer, unless such material breach is curable and is cured by Customer within five (5) business days after notice of such breach is provided by GVS; or (3) Customer goes into liquidation either compulsorily or voluntarily (except for the purpose of reconstruction or amalgamation), or if a receiver, administrative receiver or administrator is appointed in respect of the whole or any part of its assets or business, or if Customer makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

Upon termination of Customer's license, Customer will lose rights and functionality with respect to the Software, as set forth in this Section. With respect to Cloud Software, GVS and Customer agree that GVS may (1) restrict and/or deny access to data stored in the cloud, and/or (2) delete Customer data, upon termination or expiration of Customer's license. In the event GVS elects to delete Customer data, GVS shall be required to provide thirty (30) days written notice to Customer stating GVS's intent to delete Customer's data.

If Customer's license for Device Software expires or terminates, due to non-payment, breach of this Agreement, or otherwise, Customer will lose certain rights with respect to the Device Software and Server Software (if Customer licensed Server Software), which includes the right to receive updates, support, and maintenance. After the Customer's Device Software license expires or is terminated, Customer will no longer receive updates, support, or maintenance for Device Software or Server Software, and Customer may no longer be able to upload data to Server Software. GVS reserves all other rights.



(e) Data Use. Customer agrees that GVS may collect and use technical data and related information from its Software and peripherals to facilitate the provision of software improvements and updates, product support, and any other services related to the Software, and that GVS may access Customer data in the process of facilitating operations and support of Customer services. In addition, GVS may use and collect technical data and related information from Customer's data-hosting environment if Customer has purchased any management or implementation services associated with cloud, on-premise, or hybrid data-hosting, as the case may be. Customer agrees GVS may share technical data and related information from the Software and peripherals with authorized resellers providing services to Customer, as long as such information is not criminal justice information ("non-CJI").

(f) Payment Term. Unless otherwise agreed to in writing by both parties, all royalties or other sums payable by Customer due hereunder shall be made in United States currency. Customer shall issue Purchase Orders that shall specify the customer name and address and the quantity of license units ordered. Payments shall be made to GVS thirty (30) days after the invoice has been issued to Customer. Any applicable taxes will also be payable by Customer. GVS reserves the right to impose a late payment charge of one and one-half percent (1.5%) per month.

## 2. Confidentiality

2.1. Neither party shall use or disclose the other's Confidential Information (as hereinafter defined) except as expressly authorized by this Agreement, and shall protect all such Confidential Information using the same degree of care that such party uses with respect to its own proprietary information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. Each party's obligations regarding the protection of Confidential Information shall survive any expiration or termination of the Agreement. Each party shall take prompt and appropriate action to prevent or remedy any unauthorized use or disclosure of the Confidential Information.

2.2. If any Confidential Information must be disclosed to any third party by reason of any legal, accounting or regulatory requirement beyond the reasonable control of Customer, Customer shall promptly notify GVS of such requirement, permit GVS (at its own expense) to seek an appropriate protective order, and cooperate with GVS in its efforts to do so.

2.3. "Confidential Information" means (i) the Software; (ii) the technology, ideas, know how, documentation, processes, algorithms and trade secrets embodied in the Software; and (iii) any other information, whether disclosed orally, visually or in written or digital media, that is identified as "confidential," "proprietary," or similarly at the time of such disclosure. Confidential Information shall not include any information that is (a) published or otherwise available to the public other than by breach of this Agreement by Customer; (b) rightfully received by Customer from a third party without confidential limitations; (c) independently developed by Customer as evidenced by appropriate records; (d) known to Customer prior to its first receipt of same from GVS as evidenced by appropriate records; (e) hereinafter disclosed by GVS to a third party without restriction on disclosure; or (f) approved for public release by written authorization of GVS.

## 3. No Warranty; Limitations on Liability.

(a) THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

IN NO EVENT SHALL GVS BE LIABLE FOR DAMAGE TO OR INTERFERENCE WITH THIRD-PARTY SOFTWARE ARISING FROM THE USE OF GVS SOFTWARE. CUSTOMER BEARS THE RISK OF USING THE SOFTWARE. CUSTOMER AGREES GVS IS NOT RESPONSIBLE FOR INSTALLING, MAINTAINING, OR UPDATING ANY THIRD-PARTY SOFTWARE OR ON-PREMISE SERVERS, REGARDLESS OF WHETHER SUCH THIRD-PARTY SOFTWARE OR ON-PREMISE SERVERS MAY BE REQUIRED TO RUN GVS SOFTWARE.

(b) IN NO EVENT WILL GVS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS,

LOSS OF DATA OR LOSS OF USE DAMAGES, EVEN IF GVS HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. IN NO EVENT, HOWEVER, SHALL THE MAXIMUM LIABILITY OF GVS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OR USE OF THE SOFTWARE, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE GREATER OF: (i) THE FEES, IF ANY, CUSTOMER PAID FOR THE SOFTWARE; OR (ii) ONE THOUSAND DOLLARS (US\$1,000).

4. **Indemnification**

The Customer shall indemnify and hold GVS, its officers, boards, employees and agents harmless from any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liabilities of any kind whatsoever, including but not limited to, attorney's fees and costs of defense which may be the result of willful, negligent or tortious conducts arising out of the performance of this Agreement, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder, to the extent Customer is not prohibited by operation of law from indemnifying GVS in accordance with the terms of this Section. If Customer is prohibited from entering into an indemnification agreement by operation of law, this Section shall become null and void, and severed from this Agreement as set forth in Section 7(e).

5. **Compliance with Laws**

Each party is responsible for its compliance with all laws and regulations. Without limiting the generality of the foregoing, Customer shall comply fully with all export laws and regulations of the United States and other countries to insure that neither the Software, nor the direct product thereof, is exported, directly or indirectly, in violation of such laws.

6. **Notices.**

(a) **GVS.** Written notices to GVS for purposes of this Agreement are to be sent to:

Getac Video Solutions, Inc.  
3600 American Blvd W  
Bloomington, MN 55431

(b) **Customer.** Written notices to Customer for purposes of this Agreement are to be sent to the address below, or if blank, to the Customer's address GVS has on file:

7. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement sets forth the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and communications relating thereto. This Agreement replaces and supersedes any prior software licensure agreement executed between Customer and GVS for the Software and any prior versions thereof.

(b) **Modification; Waiver.** This Agreement may not be modified, amended, or superseded except pursuant to a written instrument mutually signed by both parties; specific performance shall not be sufficient to constitute a mutual acceptance of any modification, amendment, or agreement purporting to supersede this Agreement. For the avoidance of

doubt, any agreement for the license of Software between GVS and Customer, (including "click wrap" End User License Agreements) purporting to supersede this Agreement shall be null and void with no force or effect.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Minnesota. All disputes arising out of this Agreement shall be resolved exclusively in the federal or state courts located within Minnesota, and Customer hereby agree to the personal jurisdiction and venue of such courts.

(d) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns, but Customer may not assign or otherwise transfer this Agreement or Customer's rights and duties without the prior written consent of GVS.

(e) Severability. In the event that any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, to such extent such provision shall be deemed null and void and severed from this Agreement, and the remainder hereof shall remain in full force and effect.

(f) Third Party Terms. Customer's use of the software is subject to any third party terms and conditions that accompany the software or that GVS may tell Customer about at a later date (if any).

(g) U.S. Government Restricted Rights. The software is commercial in nature and developed solely at private expense. The software is delivered as a commercial item and as such is provided with only such rights as are provided in this standard commercial license agreement.

(h) Export Restrictions. The software is subject to United States export laws and regulations. Customer must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and use.

## ADVANCED WARRANTY

The Getac Video system carries a one year Advanced Warranty, which can be extended to 5 years. Getac provides advance exchange on hardware for fast turnaround – usually same-day. A simple form is filled in online and a replacement product is expedited to the client. Once the unit is replaced, the defective unit is packaged and sent back using a pre-printed shipping label. See below for additional Getac warranty information.

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Getac's warranty obligations for this hardware product are limited to the terms set forth below:

Getac warrants this Getac-branded office dock, vehicle dock, video and camera product, recording devices, accessory, and hardware parts against defects in materials and workmanship under normal use for a period of One (1) YEAR from the date of purchase by the original end-user purchaser ("Warranty Period"). This warranty only applies to products sold by Getac or its Authorized Distributors or Dealers and only where the products are used and serviced within North America or its Authorized Service Providers territories. Warranty coverage only applies to service carried out by a Getac Authorized Service Provider.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Getac will either repair the defect at no charge, using new or refurbished replacement parts, or exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by Getac, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement product becomes your property and the replaced item becomes Getac's property. Parts provided by Getac in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

### Exclusions and Limitations

This Limited Warranty applies only to Getac-branded hardware products manufactured by or for Getac that can be identified by the "Getac" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Getac hardware products, co-branded hardware products (whether or not displaying a "powered by Getac" trademark, trade name, or logo affixed to them) or any software, even if packaged or sold with Getac hardware. Manufacturers, suppliers, or publishers, other than Getac, may provide their own warranties to the end user purchaser, but Getac, in so far as permitted by law, provides their products "as is".

### This warranty does not apply to:

- (a) loss or theft;
- (b) fire;
- (c) submersion;
- (d) acts of god;

- (e) acts of war;
- (f) virus-inflicted damage;
- (g) intentional misuse or abuse;
- (h) improper maintenance or modification by anyone other than Getac or a Getac Authorized Service Provider;
- (i) a product or part that has been modified to alter functionality or capability without the written permission of Getac;
- (j) a product on which any Getac serial number has been removed or defaced;
- (k) data recovery from hard drive failure;
- (l) All consumable items; such as screen protection films, logo badges, labels, cleaning cloths, carry cases, manuals, cables, straps, belts, holsters, tethers, stylus, digitizer pens and harnesses and any other options and accessories not listed above or covered under a separate warranty.
- (m) cosmetic damage that does not affect the functionality of the office dock, vehicle dock, video and camera product, recording devices, accessory or hardware part, including but not limited to scratches, dents and numerals, letters, icons and symbols silkscreened onto unit keycaps and numerals, letters, icons and symbols silkscreened onto unit cabinet; or
- (n) damage which occurs in shipment.
- (o) negligence
- (p) damage from accidents
- (q) operation of product outside the published environmental or electrical parameters
- (r) use of supplies or parts not meeting Getac's specifications

THIS PRODUCT IS NOT INTENDED FOR USE AS OR PART OF NUCLEAR EQUIPMENT/SYSTEMS, AIR TRAFFIC CONTROL EQUIPMENT/SYSTEMS, OR AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS, OR ANY OTHER SYSTEMS THAT REQUIRE FAIL-SAFE PERFORMANCE. GETAC WILL NOT BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM THE USE OF THIS PRODUCT ARISING OUT OF THE FOREGOING USES. AIRCRAFT COCKPIT EQUIPMENT/SYSTEMS include class 2 Electronic Flight Bag (EFB) Systems and Class 1 EFB Systems when used during critical phases of flight (e.g., during take-off and landing) and/or mounted onto the aircraft. Class 1 EFB Systems and 2 EFB Systems are defined by FAA:AC (Advisory Circular) 120-76A or JAA: JAA TGL (Temporary Guidance Leaflets) No. 36.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, GETAC SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF GETAC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GETAC IN ITS SOLE DISCRETION. No Getac reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GETAC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF

GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH GETAC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. GETAC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

#### Obtaining Warranty Service

Please access and review the online help resources at [www.getac.com](http://www.getac.com) before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact a Getac representative at (949) 681-2950. A Getac representative will help determine whether your product requires service and, if it does, will inform you how Getac will provide it. Getac will provide warranty service on products that are tendered or presented for service during the warranty period, as permitted by law. In accordance with applicable law, Getac may require that you furnish proof of purchase and/or comply with registration requirements before receiving warranty service. You may be responsible for shipping and handling charges to obtain service under this warranty.

In any instance in which Getac issues a Return Material Authorization Number (RMA #), Getac must receive the product(s) for repair prior to the expiration of the warranty period in order for the repair(s) to be covered by the limited warranty service.

If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational

failures. Before you deliver your product for warranty service, it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords.

You will be responsible for reinstalling all such software, data and passwords. Getac and its authorized service providers are not liable for any damage to or loss of any programs, data or other information stored on any media, or other non-Getac product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this limited warranty.

## TECHNICAL SUPPORT AND MAINTENANCE

Getac offers first-class, 24/7 technical assistance that ensure minimal down-time when issues arise - whether from product malfunction or personnel error. In addition, Getac provides annual maintenance as part of its annual maintenance package that includes the latest Getac Enterprise software updates along with technical support.

In the event that technical issues arise, these issues are triaged in accordance with the chart below so that a solution can be implemented as quickly as practicable.

Issue Classification	Description	Targeted Response Time	Targeted Resolution Time
<b>Severity 1</b>	-Business critical function is down -Material impact to Customer's business -No workaround exists	As soon as possible, using commercially reasonable efforts	Less than 24 hours
<b>Severity 2</b>	-Business critical function is impaired or degraded -There are time-sensitive issues that materially impact ongoing production -Workaround exists, but it is only temporary	1 Business Day	Less than 1 week
<b>Severity 3</b>	-Non-critical function down or impaired -Does not have significant current production impact -Performance is degraded	1 Business Day	Mutually agreed time frame based on prioritization

### SUPPORT PORTAL

Getac Video Technical Support assists customers and logs technical issues using The Getac Support Portal. The Support Portal provides customers with support transparency and facilitates fast resolution of technical issues. A typical Support Portal request proceeds as follows:

- 1) Customer experiences an issue and emails support@getacvideo.com, which creates a ticket in the Support Portal
- 2) Getac responds to the ticket with full visibility to the Customer; Getac Support emails the Customer with support ticket updates.
- 3) Should Customer have any questions or concerns, it can reply to Getac Support ticket emails to facilitate a faster resolution.
- 4) Support tickets are generally resolved within 24 hours.

Getac Support personnel have extensive technical support experience in the public safety sector, making them especially well-qualified to provide top-notch customer support for the Getac Video solution.