

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into this 30th day of September, 2024, by and between Communications International Inc, (hereinafter referred to as "CI") located at 2150 15th Avenue, Vero Beach, FL 32960 in support of Indian River County Emergency Services (hereinafter referred to as "Customer"). This Agreement shall begin on October 1st, 2024 ("Commencement Date") and shall continue for a one (1) year period ("Term") through September 30th, 2025 ("Expiration Date").

This Agreement, along with its sections and attachments listed below, describes the terms and conditions for purchase of Services by Customer as described in this Agreement or other document(s) attached to and made part of this Agreement. In the event of any inconsistencies or conflicts within this Agreement, precedence shall be given to the documents in the order in which they are listed:

SECTION 1	SCOPE
SECTION 11	SERVICES
SECTION 111	GENERAL TERMS AND CONDITIONS
ATTACHMENT A	EQUIPMENT LIST
ATTACHMENT B	SERVICE DESCRIPTIONS

1. SCOPE

1. This Agreement contains the terms and conditions for Customer's purchase and CI's delivery of the Services. CI shall provide the Services described in this Agreement, including its attachments. In addition to the General Terms and Conditions, the Service Descriptions included in Attachment B may contain terms and conditions specific to that service.
2. The Services are defined within this Agreement and are limited to only those Services in Section ("Services") and further described in Attachment B ("Service Descriptions"). All Services provided under this Agreement are only applicable to the Equipment identified in Attachment A ("Equipment List"). Any Equipment not identified in the Equipment List is excluded from the services,

11. SERVICES

Below sets forth the mutually agreed Services purchased by the Customer.

SERVICES
Software Services MASS-BSN6J0 includes the services below. <ul style="list-style-type: none">• Security Update Management Services (SUMS+)• Software Managed Services (SMS)• Premium Technical Support (PTS)

TERM (Period of Performance)	Annual Support Fees
The Agreement shall begin on the commencement. Date and shall continue for one-year period through Expiration Date.	
TOTAL ANNUAL SUPPORT FEES (YEAR)	\$131,513.33
Invoicing will occur annually, and payment will be due 30 days from the date of invoice.	

by the laws of the State of Florida, excluding its rules pertaining to conflict of laws. Customer consents to the personal jurisdiction of the state and federal courts within the State of Florida. Venue for any legal proceedings shall be in any state or federal court in the State of Florida, and the Parties waive all objections based on venue or forum non-convenience with respect to this Agreement.

14. WAIVER OF JURY.

By entering into this Agreement, CI' and Customer hereby expressly waive any rights either Party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

15. LIMITATION OF LIABILITY.

- a. Nothing in this Agreement shall limit CI' or its suppliers, agents, subcontractors, representatives' liability for personal injury or death caused by its negligence.
- b. CI liability to Customer or to any Third-Party arising out of or in connection with this Agreement or any collateral contract, whether in contract, tort (including, without limitation, negligence) or otherwise shall be limited to the greater of i) amounts paid or payable by Customer to L3Harris for the applicable Services during the six (6) months preceding the event or circumstances giving rise to such liability or ii) one hundred thousand (\$100,000) US dollars The liability of CI shall be cumulative and not per incident.
- c. Subject to the exceptions set forth in this Section, in no event shall CI, L3Harris or its suppliers, agents, subcontractors, representatives be liable for any incidental, special, punitive or consequential damages, lost profits or lost or damaged data, or any indirect damages, whether arising in contract, tort (including negligence) or otherwise even if such losses or damages were foreseen, foreseeable, known or otherwise.

16. MERGER/ENTIRE AGREEMENT.

This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior implied, oral, or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein.

INDIAN RIVER CNTY EMERGENCY SERVICES

COMMUNICATIONS INTERNATIONAL

By: _____

By: _____

Name: John A. Titkanich, Jr.

Name: Susan Almiraz

Title: County Administrator

Title: Controller

Date: _____

Date: 8/24/24

Attest Ryan L. Butler, Clerk of
Circuit Court and Comptroller

By: _____
Deputy Clerk