

Carolina Recording Systems, LLC

PO Box 11311

Charlotte, NC 28220

(704) 799-1070 accounting@crsnc.com www.crsnc.com

INVOICE

BILL TO Apex Police Department Attn: James Neuhaus 205 Saunders St. Apex, NC 27502	INVOICE DATE TERMS DUE DATE	292935 01/05/2026 Net 30 02/04/2026
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MAINTENANCE CYCLE

FEB 1 2026 thru JAN 31 2027

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
Maintenance	Annual Maintenance	1	12,540.00	12,540.00T

NexLog 740DX Recording System
(S/N: 745103631)
NAS

	SUBTOTAL	12,540.00
	TAX	909.15
	TOTAL	13,449.15
	BALANCE DUE	\$13,449.15



Service and Maintenance Plan Agreement

SERVICES PROVIDED:

- No charge will be made for necessary service repair due to manufacturer defect or normal wear and tear. Exceptions include when a malfunction is caused by water, fire, flood or other casualty, accident, misuse, abuse, cyber-attacks or viruses, extreme temperatures, power line fluctuations, lightning, or other acts of nature or if the necessary replacement parts are not available. In no event will Carolina Recording Systems, LLC be responsible for consequential or incidental damages beyond our sole obligation to repair or replace the defective unit.
- Agreement provides 24/7 telephone support and on-site response. Toll-free telephone support available at (888) 661-0202.
- Agreement allows for free service loan equipment in the case of full system failures (except in circumstances beyond our control), parts, labor, and mileage during the contract period.
- Agreement will be for agreed 12 months, commencing on January 5, 2026 , unless canceled sooner by either party. Customer's failure to pay invoice within 60 days will result in cancellation of coverage. Customer will receive invoice at the beginning of agreement term.
- The Service agreement amount may be subject to an annual increase to adjust for inflationary costs.
- Customer should provide an onsite contact person(s) designated to perform routine maintenance and be responsible for the overall operation of the recording system.
- While it is our policy to check and respond to system alerts, there are circumstances such as loss of communication, internet connectivity, or other factors that could interfere with our ability to identify an issue. We require that center personnel contact us immediately if they are notified by the recording system of a problem.
- Customers with Systems covered under a Service Agreement are eligible to receive system training as needed for site personnel at no additional cost.
- Our recording system specialists will perform periodic system inspections and provide scheduled preventative maintenance measures to help provide a higher level of system reliability in a mission critical environment. CRS recording systems specialists will discuss these measures with customer site personnel.
- Most software revisions and updates designed to maintain system features or repair software flaws will be provided on recording systems under contract at no additional charge. Third party license costs and system relocations/cut-overs due to changes, updates or installation of new CPE equipment including ESInet as well as radio equipment upgrades such as ASTRO P25 version upgrade licenses will be charged an agreed upon rate.
- Customer agrees that Carolina Recording Systems, LLC's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the equipment and software provided, or services with respect to which losses or damages are claimed. **ALTHOUGH CAROLINA RECORDING SYSTEMS, LLC AND CUSTOMER ACKNOWLEDGE THE POSSIBILITY OF**




Service and Maintenance Plan Agreement

SUCH LOSSES OR DAMAGES, THEY AGREE THAT CAROLINA RECORDING SYSTEMS, LLC WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CAROLINA RECORDING SYSTEMS, LLC PURSUANT TO ANY AGREEMENT OR STATEMENT OF WORK. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

- **NON-APPROPRIATION.** Notwithstanding any other provisions of the Agreement, the parties agree that payments due hereunder from the Customer/Client are from appropriations and monies from the Apex Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Customer/Client to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Customer. Customer/Client will pay Contractor for all services rendered up to the date of termination.
- The following terms and conditions are hereby added to the Agreement:
 - Processor and Seller shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Processor and Seller shall require all subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).
 - Notwithstanding anything to the contrary in this Agreement, Chapter 132 of the North Carolina General Statutes governs the release of any information determined to be a public record and shall control in this Agreement without penalty or liability to any party, provided parties receives prompt notice of the request and Agency works in good faith to minimize disclosure permitted by the statute. Release, retention or copying of any document or information consistent with North Carolina law shall not be a breach of this Agreement.
 - Seller and Processor warrants and agrees that no labor supplied by Seller, Processor, or subcontractors in the performance of this Agreement shall be obtained by means of deception, coercion, intimidation or force, or otherwise in violation of North Carolina law, specifically Article 10A, Subchapter 3 of Chapter 14 of the North Carolina General Statutes, Human Trafficking. Seller and Processor also warrant and agree that Seller and Processor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.
 - In accordance with North Carolina State Law, the Parties agree that the Agency is unable to indemnify Carolina Recording Systems, LLC or other parties to this agreement.

- In the event of a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum shall control. By signing this Addendum, the Parties acknowledge the above changes to the Agreement and authorize such changes. In all other respects, the terms and conditions of the Agreement remain in full force and effect.

 <hr/> <p>Byron Burns - Carolina Recording Systems</p>	
<p>Carolina Recording Systems, LLC</p> <div data-bbox="126 678 721 915" style="border: 1px solid black; padding: 10px; margin: 10px 0;"><p>X _____</p></div> <p>[empty member name] , President Email: gary.loflin@crsnc.com Timestamp: [empty signing timestamp]</p>	
<p>Town of Apex</p> <div data-bbox="126 1209 721 1446" style="border: 1px solid black; padding: 10px; margin: 10px 0;"><p>X _____</p></div> <p>Randal E. Vosburg, Town Manager Email: [empty member email] Timestamp: [empty signing timestamp]</p>	

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

X _____

[empty member name] , Finance Director

Email: jon.griffin@apexnc.org

Timestamp: [empty signing timestamp]