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Office of the Sheriff

Jesse Jahner, Sheriff

October 25, 2021

Chad Peterson, Chair
Cass County Commission
Via email

Chairman Peterson,

I am writing to request agenda placement for the November 1, 2021 meeting of the Cass County Commission, for consideration of three matters related to the jail's body scanner.

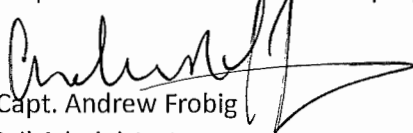
Item #1 is a service agreement for Nov 2021 thru Oct 2022. This is a renewal contract for ongoing quarterly maintenance on the machine, in the amount of \$13,000.

Item #2 is a quote to upgrade the operating computer for the scanner. The original machine came with a computer that runs on Windows 7, which is no longer supported by Microsoft. They have proposed upgrading to a new computer that runs upgraded software for the machine on Windows 10. The Cass County IT director was consulted on this upgrade, and recommends doing so. The quote for this upgrade is \$9,900. This upgrade was not anticipated and is not currently budgeted for.

Item #3 is a quote for disassembly, relocation, and reassembly of the scanner. Moving it to a new location is necessary as part of the jail booking expansion project that is currently underway. This move was anticipated and incorporated into the redesign plans. Disassembly and movement of this machine requires qualified and certified technicians due to the radiological risks involved. The quote for this move is for two technicians over three days, and is in the amount of \$10,500, which is inclusive of travel and lodging costs for the technicians.

The manufacturer recommends completion of the Windows 10 upgrade (item #2) to be completed as part of the relocation and reassembly process.

Request consideration of these proposals for commission approval on November 1.


Capt. Andrew Frobig
Jail Administrator.

Cass County Sheriff
Law Enforcement Center
1612 23rd Avenue North
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5806

Cass County Sheriff
Courthouse
211 9th Street South
P.O. Box 488
Fargo, North Dakota 58107-0488
Phone: 701-241-5800
Fax: 701-241-5805

Cass County Jail
450 34th Street South
Fargo, North Dakota 58103
Phone: 701-271-2900
Fax: 701-271-2967

To: Taylor Albrecht
From: Capt. Frobig
Date: October 25, 2021
Re: Suggested Motions

Here are three suggested motions for the Nov 1 meeting agenda request I submitted:

1. (For the annual service agreement)

“Move to approve a one-year service agreement with Canon, U.S.A. Inc. in the amount of \$13,000 to be paid out of the jail’s existing 2021 budget, for quarterly maintenance and servicing of the jail’s body scanner.

2. (For the body scanner computer upgrade)

“Move to approve a purchase order in the amount of \$9,900 for the purpose of upgrading the jail’s body scanner operations computer to a Windows 10 compatible computer and software, and direct that a budget adjustment be completed to account for this expense”

3. (For relocation of the body scanner)

“Move to approve a service agreement in the amount of \$10,500 for the purpose of disassembly, relocation, and reassembly of the jail’s body scanner, and direct that this expense be attached as part of the jail booking expansion construction costs.



CANON U.S.A., INC.
 751 Park Of Commerce Drive, Suite 116
 Boca Raton, FL 33487

DATE October 20, 2021

ACCOUNT EXECUTIVE: Edward Thieman

SALES QUOTATION # 062521RB1

VALID THROUGH: 11-30-21

AE PHONE: 561-441-8530

SHIPPING POINT: Boca Raton, FL

AE E-MAIL: ethieman@cusa.canon.com

SITE INFORMATION:

BILLING INFORMATION

Cass County Sheriff's Office
 450 34th St S
 Fargo, ND 58103

Cass County Sheriff's Office
 450 34th St S
 Fargo, ND 58103

Thank you for your interest in Canon Security Solutions Division (Canon SSD) and our products and services. We hope that within this Sales Quotation you will find all of the information requested for the products set forth herein ("Products"), and should you need any additional information or follow-up, please do not hesitate to contact the account manager listed in this quote. This Sales Quotation is subject to the attached and incorporated Exhibit A - Terms and Conditions of Sales Quotation ("Exhibit A") and Exhibit B - Limited Warranty Statement ("Exhibit B"). This Sales Quotation and Exhibits A and B are collectively referred to as the "Agreement." Thank you for the opportunity. The team at Canon Security Solutions Division looks forward to working with you!

EQUIPMENT DETAILS

RadPRO® SecurPASS® Full Body Security Screening System

Qty	Part Number	Description	Unit Cost	Unit Net	Ext. Net
1	3271V470	SecurPASS Computer 515SP W10/3.14	\$9,900.00	\$9,900.00	\$9,900.00
1	3271V346	Gen5 DAQ Board (Rev. F or higher) (if needed)			

515 SecurPASS Computer
 515 SP mini-ITX, 300W AC PS
 I5-7500
 8G DDR4
 1TB SSD
 32 GB Paragon Recovery
 4 Port USB Serial
 Windows 10 Enterprise Edition (validated version for application)
 Application Software (Adani 3.14. w/PREA)

Includes one (1) year warranty on pc

Shipping Charges Included

Total

\$9,900.00

PAYMENT AND CLOSING TERMS

PAYMENT TERMS:

Net 30 days from the date of Canon SSD invoice. All sales are subject to applicable sales tax. Please provide Tax Exempt Certificate, if applicable.

FREIGHT:

FOB Destination, Freight Pre-paid, included

ACCEPTANCE INFORMATION

By execution of the Agreement by an authorized signature, Customer agrees to purchase the Products specified above subject to the terms and conditions set forth in the agreement.

Accepted By:

Cass County Sheriff Office

Security Solutions Division, BICG, Canon USA, Inc.

Printed Name and Title

Edward Thieman, Sr. Director, Business Operations

Authorized Signature

Authorized Signature

Date

Date

EXHIBIT A
TERMS AND CONDITIONS OF SALES QUOTATION

Unless otherwise specifically stated in the Sales Quotation, such offer and any resulting sale by Security Solutions Division, Business Imaging Communications Group, Canon U.S.A., Inc. ("CUSA") are strictly conditioned upon Customer's acceptance of all of the terms and conditions set forth in the Agreement (the "Terms and Conditions"). CUSA hereby rejects any and all terms and conditions on any purchase orders or any other documents submitted by Customer which purport to reject, modify or supplement these Terms and Conditions, and such terms will be void to the extent they vary from, conflict with or supplement the Terms and Conditions, regardless of any course of dealing between the parties or usage of trade in the industry. CUSA's failure to object to any term or condition contained in any communication from Customer will not be deemed a waiver of the Terms and Conditions. The Agreement supersedes all previous quotations made by CUSA, may be voided unless signed and returned to CUSA on or before the "Valid Through" date specified on the first page of the Sales Quotation, and is subject to further change by CUSA upon notice. All defined terms used herein but not so defined will have the meanings ascribed thereto in the Sales Quotation.

The issuance of purchase order documents by Customer against the Sales Quotation will constitute an acceptance of the Agreement and not a counteroffer, and will create a binding sales agreement, subject to final credit approval and acknowledgement by CUSA. Notwithstanding the foregoing, CUSA may reject or cancel any order, in whole or in part, before or after acceptance, for Customer's questionable credit standing or because of Customer's breach of any of the provisions of the Agreement.

All prices are quoted in U.S. dollars and are subject to modification and/or withdrawal by CUSA at any time upon notice to Customer. Unless otherwise expressly set forth to the contrary, all prices are exclusive of any present or future sales use, excise or other similar taxes of any federal, state, local or foreign governmental authority (collectively referred to herein as "Taxes"). Any and all Taxes, when applicable, will be paid by Customer unless a valid tax exemption certificate is presented to CUSA. Customer hereby agrees to indemnify and hold CUSA harmless from any claim, loss, damage, liability or expense incurred by CUSA, including, without limitation, attorneys' fees and court costs, in connection with the payment of any such Taxes. Customer will pay for the Products in U.S. Dollars in accordance with the terms set forth in the Agreement or as set forth in CUSA's invoice, without any demand, set off or any deduction whatsoever. If payment is not received by CUSA when due, interest will accrue on such sum at the rate of one and one-half percent (1.5%) per month or the highest rate allowed by law, whichever is lower. In the event that CUSA undertakes any action to collect any delinquent accounts, Customer agrees to pay CUSA's cost of collection or attempt to collect payment thereof, including, without limitation, all attorneys' fees and court costs. All shipments of Products are "FOB Destination, Freight Prepaid & Add," which means for purposes of the Agreement that (a) CUSA will select the carrier and invoice Customer the applicable CUSA freight charge (which freight charge will be due and owing to CUSA in accordance with the terms of the invoice), (b) title and all risk of loss or damage to the Products will pass to Customer upon delivery of the Products to the delivery address set forth in the applicable purchase order, and (c) CUSA will file any claims with the carrier. Notwithstanding the foregoing sentence or any other contrary terms herein, if Customer designates a carrier on its purchase order or provides Customer's shipping account number on its purchase order then the shipment will be deemed "FOB Origin," which means for purposes of the Agreement that (x) Customer will pay and bear the freight charges; (y) title and all risk of loss or damage to the Products (including, without limitation, any shipping, repair, and/or replacement costs in connection any such loss or damage) will pass to Customer upon CUSA's delivery of the Products to the carrier at CUSA's designated facility; (z) and Customer will file any claims with the carrier. Should Customer elect to designate a carrier on its purchase order or provide Customer's shipping account number on its purchase order for the shipment of the Product, such shipment must be delivered by air or truck and Customer is prohibited from using a carrier for such shipment that allows the carrier to substitute an alternative method of delivery, such as by railcar or railroad.

Customer will inspect the Products upon delivery and will be deemed to have accepted them if CUSA does not receive Customer's written notice of rejection, specifying the reasons for such rejection, within ten (10) days after the date of their delivery. As Customer's sole remedy for rejected Products, CUSA will repair or replace, at CUSA's option, rejected Products at no charge.

All installation services (the "Installation Services") will be performed by CUSA or a designated representative of CUSA. The Installation Services are performed between the hours of 8:00 AM and 5:00 PM local time, Monday through Friday, excluding CUSA observed holidays (a list of which will be provided to Customer upon Customer's written request and referred to herein as "Observed Holidays"). As a condition precedent to the obligation of CUSA to perform the Installation Services: (1) Customer will provide CUSA with reasonably detailed information and/or drawings pertaining to the room dimensions and other relevant characteristics of the proposed location (the "Site") where the Products are to be installed (collectively referred to herein as the "Site Information"). Customer represents and warrants that the Site Information provided is true and accurate, and Customer covenants to CUSA that Customer will immediately contact CUSA in writing of any changes thereto; (2) Customer is responsible to ensure that the Site is a safe and secured workspace, free from obstacles and conditions which may make the Site dangerous and/or unsafe; (3) Customer will be liable for any injury or accident involving a CUSA employee or designated representative except for any injury or accident that occurs as a result of CUSA's employee's or designated representative's negligence or willful misconduct; (4) Customer will provide an unloading area and parking area, acceptable to CUSA in its reasonable discretion, close to the Site and with clear access; (5) Customer will provide CUSA with full access to the Site in order to perform the Installation Services; and (6) to the extent necessary, Customer will make the necessary arrangements with local trade unions to permit installation of the Product by CUSA or its designated representative.

In connection with the Installation Services, CUSA will provide Customer with certain information pertaining to the Product, as applicable, such as (i) power and grounding requirements; (ii) specifications for circuit breakers, line switches, junction boxes and conduit raceways; (iii) interconnecting wiring requirements for the ceiling and wall supports; (iv) structural requirements for the ceiling and wall supports; (v) the Product's weight and BTU rates; and/or (vi) a suggested configuration for the placement of the Product at the Site (collectively, "Installation Information"). Customer understands and expressly agrees that any Installation Information provided by CUSA to Customer with respect to the Product is solely to assist Customer in preparing the room for installation, and will not be used as construction documents or for any other reason. CUSA reserves the right, at any time, to make any changes to the Installation Information provided to Customer without advance written notice, and Customer knowingly, voluntarily, and irrevocably waives any

claim or right to damages resulting from any such changes. Any and all plans, drawings and/or specifications provided by CUSA to Customer are subject to the review and approval of an independent certified electrical engineering firm to be engaged by Customer, at its own cost and expense, in order to ensure compliance with applicable state and NEC codes. Customer acknowledges that it is Customer's responsibility, at its own cost and expense, to engage qualified professionals to assist in ensuring compliance with, and making appropriate decisions relating to, radiation containment, magnetic field containment, electrical requirements, seismic requirements, structural requirements and mechanical requirements as it relates to the Products. In this regard Customer agrees that it will engage all appropriate personnel, including, but not limited to, an independent certified radiation physicist (to ensure all radiation protection requirements have been or will be met), an independent electrical engineering firm (to ensure that all plans provided by CUSA meet all applicable state and NEC codes) and a licensed architect (to ensure all installation requirements have been satisfied).

Customer acknowledges and agrees that the Installation Services does not include and Customer, at its own cost and expense is responsible to undertake and/or provide the following: (i) any and all remodeling and/or construction of the Site, including, but not limited to, obtaining all necessary permits and/or approvals in connection therewith and ensuring compliance with applicable state and local codes; (ii) the proper specified power for the Product and the Site; (iii) the proper installation of line switches, circuit breakers, junction boxes, conduits and raceways; (iv) proper interconnecting wiring; (v) proper installation of ceiling and wall suspensions and support systems; (vi) any air conditioning and plumbing requirements; (vii) radiation containment; (viii) magnetic field containment; (ix) the layout and installation of convenience outlets; (x) design layout and installation of general illumination; (xi) installation of warning lights and interlock switches at the main door of x-ray room; (xii) all rigging of the Product; (xiii) making arrangements for any special handling or Site modifications that must be made in order for the Product to be delivered to the Site; and (xiv) refuse removal and disposal.

Except as expressly stated below, installation of the Product is deemed to have occurred on the earlier of: (i) thirty (30) days after installation of the Product or (ii) the first use of the Product. In the event that CUSA delivers the Product to the Site, but the Site is not ready for the installation of the Product, as determined by CUSA in its reasonable discretion, then (i) CUSA has no obligation to perform the Installation Services until it determines, in its sole discretion, that the Site is completely ready for installation and (ii) Customer has the obligation, at its own cost and expense, to store the Product at the Site or move the Product to a holding site (which CUSA recommends be a dust-free, temperature and humidity controlled environment). To the extent requested by Customer, and agreed upon by CUSA in writing, for an extra charge CUSA will move the Product to a holding site and/or store the Product at a site controlled by CUSA. If installation of the Product is delayed for any reason for which CUSA is not responsible, then ten (10) days from the date of shipment of the Product to Customer will be considered the date of completion of installation, and terms of payment will apply as of that date. Customer must provide all government permits and approvals for installation and use of Product. CUSA will complete final testing utilizing appropriate specifications, instruments and procedures. CUSA will file required federal and state reports relating to installation.

EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

The Products are sold to Customer with a limited warranty from CUSA, a copy of which is attached to the Agreement as Exhibit B (the "Limited Warranty Statement"). Customer acknowledges such limited warranty is only for the benefit of, and is only enforceable by Customer. OTHER THAN AS SET FORTH IN THE RELEVANT LIMITED WARRANTY STATEMENT, NO OTHER EXPRESS WARRANTIES, AND NO IMPLIED WARRANTIES, INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CUSA WITH RESPECT TO THE PRODUCTS TO CUSTOMER. CUSA, ITS PARENT AND THEIR AFFILIATES WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CUSA), LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, EXPENDITURES FOR SUBSTITUTE PRODUCTS OR SERVICES, LOSS OR CORRUPTION OF DATA, STORAGE CHARGES OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CUSA, ITS PARENT OR THEIR AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RECOVERY OF ANY KIND AGAINST CUSA, ITS PARENT OR THEIR AFFILIATES WILL NOT BE GREATER IN AMOUNT THAN TWICE THE PURCHASE PRICE OF THE PRODUCT CAUSING THE ALLEGED DAMAGE.

Security Interest -- Until the full purchase price for the Products sold hereunder is received in full by CUSA, CUSA has, and is hereby granted by Customer, a purchase money security interest in the Products sold under the Agreement. Customer further agrees to execute such financing statements and other documents as CUSA may reasonably require in order to perfect such security interest. Customer authorizes CUSA to file any financing statements and any other documents that CUSA determines is appropriate and/or required with respect to perfecting such security interest without Customer's signature wherever law permits such filing. Furthermore, Customer hereby irrevocably appoint CUSA as Customer's agent for the purpose of filing any financial statements required by CUSA in order to perfect its security interest provided herein. Customer covenants to CUSA that Customer will maintain the Products in good and saleable condition. All rights and remedies of CUSA will be cumulative and may be exercised successively or concurrently and without impairing the security interest of CUSA in the Product.

Warranty Service Hours – Unless CUSA agrees in its sole discretion in writing to the contrary, warranty service, including preventive maintenance (hereinafter "Warranty Service") will be provided during normal business hours, (Monday through Friday, 8:00 AM - 5:00 PM local time at Customer's location as identified on Page 1 of the Sales Quotation (the "Facility"), excluding CUSA Observed Holidays by CUSA or a designated representative of CUSA. Warranty Service after normal business hours (8:00 AM – 5:00 PM local time/Customer Facility), on weekends or on CUSA Observed Holidays may, in CUSA's sole discretion and determination, be provided, but such Warranty Service will be billed as overtime at a rate of one and one-half (1.5) times CUSA's then current billing rate. Because preventive maintenance can take up to four (4) hours to complete, preventive maintenance will not begin later than 1:00 PM local time/Customer Facility and must be scheduled in advance for a time that is mutually agreeable to Customer and CUSA. Any replacement parts provided in connection with the limited warranty are covered under the limited warranty for the remaining applicable warranty period. When and if any part is exchanged, such replaced items become the sole property of CUSA. CUSA reserves the right to withhold or discontinue service if timely payment is not made as required by the Agreement.

During the term of the limited warranty referenced above, while no assurances can be given, CUSA will endeavor to (i) return all calls for Warranty Service received after 8:00 AM but prior to 3:00 PM Customer Facility local time within two (2) hours after the call has been received by CUSA's Call Center (800) 288-1722 (calls received after 3:00 PM Customer Facility local time will result in a return call the next business morning) and (ii) dispatch a service representative on site within six (6) hours of the call being received by CUSA's Call Center during the hours specified above (calls received after 11:00 AM Customer Facility local time may result in a service representative being dispatched the following business morning).

No Assignment -- The Agreement may not be assigned by Customer without the express prior written consent of CUSA.

Personal Data -- Customer will comply with applicable federal, state and local laws, regulations, rules, and ordinances related to data security and privacy with respect to the Products and will obtain all necessary rights, permissions and/or consents to permit CUSA or its designated representative, in the performance of CUSA's obligations under the Agreement, to access, view, use, transfer, store, or otherwise process data that could be used to identify, contact or locate an individual ("Personal Data") that may be collected by, used on, stored on, or otherwise processed by the Products. Neither CUSA nor its designated representative has an obligation, at any time, to delete, erase or overwrite any Personal Data. Customer agrees to indemnify and hold CUSA, its parent and their affiliates harmless from any claim, loss, damage, liability or expense (including attorneys' fees and court costs) incurred by CUSA, its parent or any of their affiliates as a result of claims asserted against CUSA, its parent or any of their affiliates in connection with Customer's breach of this paragraph.

Miscellaneous -- The headings herein are inserted for convenience of reference only and will not constitute a part hereof. The Agreement and the invoice to be issued by CUSA constitute the entire understanding of the parties hereto with respect to the subject matter of the Agreement, and supersedes all previous oral or written proposals and agreements. No representation or statement which is not contained in the Agreement, or in an invoice issued by CUSA will be binding upon CUSA as a warranty or otherwise. Customer's acceptance of the Sales Quotation is expressly limited to the Terms and Conditions and Customer may not modify, add, delete or otherwise alter same. No amendment, modification or alternation of the Agreement, including the Terms and Conditions will be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by a duly authorized officer of each party or is otherwise permitted under the Agreement. Neither party will be liable to the other for failure to perform because of causes or events beyond the control of the parties (other than payment obligations) which cannot be foreseen (or if foreseeable, are unavoidable) and which prevent or hinder the performance of the party's obligations hereunder. No provision of the Agreement will be deemed waived by course of conduct, unless such waiver is made in a writing signed by the parties stating that it is intended specifically to modify same, nor will any course of conduct operate or be construed as a waiver of any subsequent breach of the Agreement, whether of a similar or dissimilar nature. In the performance of CUSA's obligations under the Agreement, CUSA will at all times act as and be deemed an independent contractor. Nothing in the Agreement will be construed to render CUSA or any of its employees, agents or officers, an employee, joint venturer, agent or partner of Customer. CUSA is not authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of Customer, except as specifically provided for in the Agreement. The employees, methods, facilities and equipment of CUSA will at all times be under CUSA's exclusive direction and control. Customer's indemnity obligations hereunder will survive completion of CUSA's performance hereunder. CUSA reserves the right to perform any of its obligations hereunder through its authorized subcontractors or agents.

Law Governing Agreement --The Agreement is made within the State of New York and is governed by and construed in accordance with the laws of the State of New York without regard to its conflict of law provisions. Customer hereby consents to the exclusive jurisdiction and venue of the federal and state courts located in Cass County, North Dakota. Customer further agrees that all suits commenced by Customer against CUSA upon any and all causes of action, whether or not such causes of action have arisen under or relate to the Agreement and regardless of the legal theory upon which such causes of action are based, must be brought exclusively in either the federal or state courts located in Cass County, North Dakota. **The parties irrevocably waive any right to a jury trial in any and all causes of action between them, whether or not such causes of action have arisen under or relate to the Agreement and regardless of the legal theory upon which such causes of action are based.**

LIMITED WARRANTY STATEMENT ONE YEAR LIMITED WARRANTY

The limited warranty set forth below is given by Canon U.S.A., Inc. ("CUSA") with respect to the RadPRO® SecurPASS® Full Body Security Screening System (the "Product") which you purchased from CUSA or an authorized CUSA dealer (the "Dealer"). CUSA warrants the Product to be free from defects in workmanship and material under normal use for a period of one (1) year (the "Warranty Period"), which Warranty Period will commence on (and include) the earlier of: (i) thirty (30) days after installation of the Product; or (ii) the first use of the Product (hereinafter the "Commencement Date"). During the Warranty Period, if the Product is determined to be defective by CUSA in its sole discretion, CUSA will repair or replace the Product or Product part. You may be required to pay the shipping costs associated with returning the defective Product or Product part and all necessary documentation to CUSA. Warranty replacement will not extend the warranty period of the defective Product. Further, this limited warranty will not extend to consumable parts, if any, of the Product, as to which there will be no warranty or replacement. To arrange for repair or replacement by CUSA for the Product under warranty, please contact CUSA by contacting Customer Support at (800) 288-1722 if you purchased the Product directly from CUSA, or the Dealer from whom you purchased the Product.

THE SOFTWARE SOLD WITH THE PRODUCT (THE "SOFTWARE") IS SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY CUSA, INCLUDING ANY IMPLIED WARRANTY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Software support and maintenance will be provided for the Software at no additional charge to you for the Warranty Period. CUSA reserves the right to support only the most current version of the Software sold with the most current version of the Product that is commercially available. In the event that you purchased the Product directly from CUSA, all requests for technical support for the Software will be directed to CUSA by contacting Customer Support at (800) 288-1722. In the event that you purchased the Product from an authorized Dealer, all requests for technical support for the Software will be directed to such Dealer in accordance with the technical support structure offered by the Dealer at that time. The Dealer will have access to CUSA's technical support, if needed. You must specify a designated individual who will act for you as the sole support liaison to the Dealer with regard to securing technical support for the Software. CUSA will provide support directly to the Dealer via telephone, fax or email during the Warranty Period. All calls escalated to CUSA from the Dealer will receive a unique case number and be linked directly to customer information available to CUSA through product registration. All calls must be escalated through the Dealer to CUSA and not by your direct contact with CUSA.

CUSA may continue to update and develop the Software and the Product. During the Warranty Period, following commercial release of any updates to the Software that are made available to CUSA by the manufacturer, CUSA will (i) provide all updates to the Software directly to you at no additional charge if you purchased the Product directly from CUSA; or (ii) make all updates to the Software available to the authorized Dealer from whom you purchased the Product for distribution to you at no additional charge. During the Warranty Period, CUSA will also provide any and all new versions of the Software either directly to you if you purchased the Product directly from CUSA or the Dealer from whom you purchased the Product, following commercial release. Such new versions of the Software will be made available to you or the Dealer for purchase by you at a price to be determined by CUSA or the Dealer, as the case may be, at the time of sale. Any upgrade or new version of the Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.72024 (June 1995), all U.S. Government End Users will acquire the Software with only those rights set forth herein.

You may purchase service support and maintenance for the Product for terms beyond the Warranty Period from CUSA, if you purchased the Product directly from CUSA, or the authorized Dealer from whom you purchased the Product. Copies of the service plans offered by CUSA are available from CUSA if you purchased the Product directly from CUSA or the Dealer from whom you purchased the Product. Each Product must be separately covered under a service plan. No matter when purchased, the term of any service commences starts upon the expiration of this limited warranty.

If the Product malfunction is not covered by this limited warranty or the Warranty Period has expired or has not been sufficiently established by appropriate documentation, you will be charged for such out of warranty repair or replacement, or support and maintenance services, if available at the then current service call rates by CUSA.

This limited warranty will only apply if this Product is used in accordance with the applicable instructions and user documentation.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE USE OR PERFORMANCE OF THE PRODUCT OR THE SOFTWARE OR ANY SUPPORT AND MAINTENANCE PROVIDED BY CUSA HEREUNDER. NO OTHER EXPRESS WARRANTY, CONDITION OR GUARANTY, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THE PRODUCT OR THE SOFTWARE OR ANY SUPPORT OR MAINTENANCE WILL BIND CUSA. NO WARRANTY IS GIVEN ON ANY USED PRODUCT.

THIS LIMITED WARRANTY WILL BE VOID AND OF NO FORCE AND EFFECT IF THE PRODUCT IS DAMAGED AS A RESULT OF (A) ABUSE, NEGLIGENCE, MISHANDLING, ALTERATION, ELECTRIC CURRENT FLUCTUATION OR ACCIDENT, (B) IMPROPER USE, INCLUDING FAILURE TO FOLLOW OPERATING OR MAINTENANCE INSTRUCTIONS IN, CUSA'S

INSTRUCTIONS AND USER DOCUMENTATION FOR THE PRODUCT, (C) REPAIR OF ANY SORT OF THE PRODUCT (INCLUDING OPENING THE PRODUCT CASING) PERFORMED BY ANYONE OTHER THAN CUSA OR THE DEALER, (D) USE OF SUPPLIES OR CONSUMABLE PARTS (OTHER THAN THOSE DISTRIBUTED BY CUSA) WHICH DAMAGE THE PRODUCT, OR (E) USE OF THE PRODUCT WITH NON-COMPATIBLE COMPUTERS, PERIPHERAL EQUIPMENT OR SOFTWARE, INCLUDING THE USE OF THE PRODUCT IN ANY SYSTEM CONFIGURATION NOT RECOMMENDED IN ANY INSTRUCTIONS OR USER DOCUMENTATION OR OTHER DOCUMENTATION FOR THE PRODUCT. THIS LIMITED WARRANTY WILL NOT EXTEND TO ANY PRODUCT ON WHICH THE ORIGINAL IDENTIFICATION MARKS OR NUMBERS HAVE BEEN DEFACED, REMOVED, OR ALTERED.

CUSA, ITS PARENT AND THEIR AFFILIATES AND THE DEALER WILL NOT BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CUSA OR DEALER, AS THE CASE MAY BE), LOSS OF REVENUE OR PROFIT, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, EXPENDITURES FOR SUBSTITUTE EQUIPMENT OR SERVICES, LOSS OR CORRUPTION OF DATA, STORAGE CHARGES OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT OR THE SOFTWARE OR ARISING FROM THE SUPPORT OR MAINTENANCE OF THE SOFTWARE OR PERTAINING IN ANY WAY TO THE SOFTWARE, INCLUDING UPGRADES OR NEW VERSIONS, OR TO ANY OF CUSA'S OBLIGATIONS UNDER THIS LIMITED WARRANTY, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CUSA, ITS PARENT OR THEIR AFFILIATES OR THE DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL RECOVERY OF ANY KIND AGAINST CUSA, ITS PARENT OR THEIR AFFILIATES OR THE DEALER BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISKS AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO PERSONS AND TO YOUR PROPERTY OR THE PROPERTY OF OTHERS ARISING OUT OF THE POSSESSION, USE, MISUSE, OR INABILITY TO USE THE PRODUCT SOLD BY CUSA NOT CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF CUSA. THIS LIMITED WARRANTY WILL NOT EXTEND TO ANYONE OTHER THAN YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT AND STATES YOUR EXCLUSIVE REMEDY. CUSA MAY ASSIGN, SUB-CONTRACT OR SUB-LET THIS LIMITED WARRANTY AND ANY OF ITS OBLIGATIONS HEREUNDER.

CONDITIONS OF LIMITED WARRANTY

Defective Products and Product parts must be returned to CUSA with all necessary documentation and will become the property of CUSA.
THIS LIMITED WARRANTY APPLIES TO PRODUCTS PURCHASED AND USED IN THE U.S.A.