

AudioVisual Solutions Proposal For

Indian River County Chambers



Audio Visual Innovations, Inc. - A wholly owned subsidiary of AVI-SPL, Inc.

772 South Military Trail
Deerfield Beach, FL 33442
(954) 938-9382
Fax: (954) 776-4772
www.avispl.com

Prepared By: Andy Peak
Andy.Peak@avispl.com

Proposal No: 274880-5



Executive Summary

AVI-SPL is pleased to present you with the following audiovisual solutions proposal for your project.

At AVI-SPL, we are experts in applying the industry's most advanced audiovisual technologies. We translate this expertise into value for our clients through highly-customized systems integration solutions, equipment sales and services. We are proud to serve as the industry's largest global integrator, delivering comprehensive AV technology, presentation and collaboration solutions worldwide.

With nearly 40 offices nationwide, as well as international locations in Canada, United Kingdom and Dubai, AVI-SPL's Systems Integration Division is the largest and best trained in the industry, providing custom design and installation services for meeting rooms, boardrooms and collaboration spaces, network operation centers, government commission chambers, computer classrooms and distance learning facilities. We also provide incredible audiovisual enhancements to venues such as sports stadiums, casinos, theme parks, museums and houses of worship. Our portfolio also includes more than 40 professional sports stadiums and arena installations.

As part of our many levels of differentiation when compared to our competitors, large and small, is AVI-SPL's commitment to the professional development of our engineering technical staff. We accomplish this by holding our staff accountable to the highest quality solutions delivery standards that we reinforce through ongoing and consistent training.

In addition, we have established an open feedback loop with our customers and partners to continuously assess and identify the best technology and solutions.

We have applied this experience and expertise to build this custom proposal. This proposal document is based on our understanding of your specific needs and business objectives and includes a summary of the solution elements, installation requirements, investment summary and terms and conditions.

We would like to thank you for considering AVI-SPL for your project.

The AVI-SPL Process

AVI-SPL has developed a comprehensive integration process designed to meet our customer expectations. Our process begins with system design and carries through to post-installation training to ensure technology adoption. Our goal at AVI-SPL is to work with you every step of the way to ensure that your project is completed within scope, on schedule and within budget.

Proposal and Systems Design

AVI-SPL will conduct an initial detailed consultation and needs analysis with key customer stakeholders to gain a thorough understanding of needs, objectives and success criteria. This information is used to develop a proposed system solution for acceptance. This step provides Account Management and applicable Engineering Design support the ability to design a technically sound and functional solution where we will:

- Verify initial design concepts through examination of the desired capabilities, architectural and environmental considerations.
- Define scope of work criteria.
- Select the appropriate equipment, hardware and software to allow system design performance.
- Provide any value engineering and performance enhancement recommendations.

The result of the proposal and systems design phase is a system designed specifically to meet the requirements that are unique to your application.

AVI-SPL Project Delivery Process Flow

Upon award, the project is turned over to the AVI-SPL Project Integration Team. This phase is critical in ensuring a seamless integration of the specified system. During project delivery, the AVI-SPL System Integration (SIG) Operations Workflow contains distinct process steps start to finish upon award as noted below.

During project delivery AVI-SPL will (as applicable to the specific project):

- Complete internal and external kick off requirements to review:
 - Scope of Work and Design
 - Contract Parameters, including Terms and Conditions
 - Stakeholder Reporting and Communication
 - Schedule (including all WBS project tasks and timelines)
 - Submittal requirements
 - Procurement Plan
 - Risk Identifiers
 - Site Safety and Security
 - Change Management Procedures
 - Acceptance Test Plan Parameters
- Create all final construction/field coordination requirements including:
 - Floor, reflected ceiling, riser diagrams and furniture requirements.
 - AV Design drawings including audio/video/control signal flow and equipment rack elevations.
- Provide a user interface design requiring client sign off; this is a critical project success factor without it additional charges may apply.
- Create the source code for the system based on the design as agreed upon.
- Test and Commission AV systems in AVI-SPL shop, based upon acceptance test plan parameters.

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- Complete all field installation of cable and equipment, based on project scope and schedule requirements.
- Test and Commission the completed system in the field, based upon acceptance test plan parameters.
- Document and address any punch list items, upon client inspection, following final commissioning.
- Demonstrate full operation of the system to the Customer and train the Customer support staff on the proper use, care and basic troubleshooting of the systems provided.
- Provide final close out (as-built) documentation including:
 - As-Built Drawings
 - Final Acceptance Test Plan Document
 - Programming Source Code
 - Project Serial Numbers and Equipment information
- Acquire the applicable sign off on system for final invoicing and start of the applicable service term.

During project delivery the Customer will:

- Adhere to any client required tasks/milestones as noted in the agreed to project schedule.
- Coordinate with AVI-SPL regarding any network requirements and information.
- Provide any and all the Customer logos and specific color requirements for the control system user interface.
- Sign-off on the user interface design.
- Upon completion of the system installation and testing, inspect the system and provide conditional and/or final acceptance of the system, based upon the agreed upon scope of work.
- Provide final sign off of the system upon completion.

Project Coordination and Site Installation:

AVI-SPL will designate a Project Manager, who will be the main contact for directing and managing all project coordination with all project stakeholders; both externally and internal to the AVI-SPL project team.

The AVI-SPL Project Manager is responsible for attending project calls/ meetings for the project duration and consistent communication. AVI-SPL is committed to keeping you informed from the beginning to the end of your project. Initial communication will include contact information and organization of the AVI-SPL team that will be working with you. Shortly thereafter, you will begin receiving project status reports from the technical project team member responsible for routine contact throughout the entire project.

The onsite installation effort is coordinated by the Project Manager and Lead Installer. The Lead Installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL will field verify conformance of installed cabling and other conditions necessary to assure efficient integration of systems and devices. The Project Manager will determine the correct resources required for the specific installation tasks. In cases where AVI-SPL will utilize vetted and approved subcontractors on the project, the Project Manager and Lead Install provides proper supervision to ensure policies and procedures are being adhered to.

All installation work is thoroughly checked prior to 'turn on'. Errors or problems are corrected as detected and all equipment is adjusted for optimal performance in accord with the project specifications. By adhering to strict engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

- Adherence to our quality assurance program.
- Installation of fully tested and "burned in" electronic hardware.
- Termination into fully tested and verified cabling and far end connections.

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- Correcting site specific problems as they are detected.

The Customer shall provide an environment that is 'clean and ready' to receive the equipment and services described herein. The environment shall be secure and free of dust, debris and conditions that might prove detrimental to the equipment provided or personnel on site.

Customer required or provided items (Owner Furnished Equipment - "OFE") and client required scope are detailed in this proposal. Any charges for return trips required of AVI-SPL based on insufficient or incomplete client milestones/deliverables will be the responsibility of the Customer.

The Customer must provide an internal IT contact to assist with any network coordination where required.

Change Management

The AVI-SPL change management process provides a mechanism for changes to the agreed upon scope of work of the project. Change requests can be initiated by authorized client requestors to the Project Manager of record at any time. Unless otherwise indicated, the AVI-SPL Change Management Process includes the following stages:

- Client requests a specific change
- AVI-SPL reviews change request compared to approved Scope of Work for potential impact of:
 - Budget
 - Schedule / Time
 - Programming / Function
- AVI-SPL provides written change order response / proposal
- Client executes approval of proposed change order
 - A formal change to contract / purchase order (if applicable) required.
- AVI-SPL proceeds with applicable performance requirements of change order (equipment order, resource time and appropriate scheduling)

All change requests must be made in writing or discussed with the Project Manager of record by the Customer (or client representative with authority to approve changes of agreed upon scope of work) for review and impact considerations. Written authorization to proceed, which may include formal changes to the contract or purchase order, must be provided to AVI-SPL prior to the release of any resources, time or equipment acquisition for a requested change order.

Project Managers may also leverage the change management process to notify the Customer of necessary change in system components or design if required.

Training, System Turnover and Project Completion

An integral part of the delivered system is user training. AVI-SPL is committed to providing you with clear and concise instructions on the use of each system. Training and associated documentation will provide operational and maintenance personnel with information to support the daily use of the system. This training will consist of demonstration, instruction and hands-on experience with each system.

System Turnover will occur when all user training has been completed and the users have obtained beneficial use of the systems. At this point, AVI-SPL will request client sign off on the provided systems. Conditional Project Sign-Off will apply if outstanding punch list items exist. AVI-SPL will set forth a plan to address these items accordingly.

Project Completion will occur when all outstanding punch list items are complete and all As-Built documentation has been provided to the Customer in the decided upon delivery method including; Project drawings, functional system diagrams, applicable equipment lists, back up control system and DSP code. At this time, Final Project Sign-Off will be requested.

Customer Care Services

AVI-SPL’s Customer Care Service Programs help Customers achieve maximum return-on-investment for installed collaboration technology investments. With the industry’s largest technical help desk, flexible service levels, global field support, and more than thirty years’ experience with over 700 manufacturer technologies – AVI-SPL has a support solution to meet a variety of needs and budgets. AVI-SPL illustrates its commitment to service excellence by delivering its support in accordance with ITIL best practices, managing formal customer satisfaction programs, articulating and measuring performance to defined service objectives, and committing to continuous service improvement.

Customer Care Service Programs offer unlimited access to the AVI-SPL Help Desk. Whether engaging with an end user of the technology or a collaborations systems administrator, the Help Desk personnel are trained to provide the appropriate experience. AVI-SPL understands that support needs vary by technology, location, or even room. Customer Care support options can be tailored to fit these specific needs. The following table summarizes AVI-SPL’s primary offers:

Customer Care Support Features	Office Warranty	T&M Only	Preferred	Preferred On site	Exclusive On site
24x7 Global Help Desk Support	✓	Billable	✓	✓	✓
Web Portal Access	✓	✓	✓	✓	✓
Service Level Guarantee (see SLA by type)	None	None	✓	✓	✓
Onsite Tech Dispatch	✓ Included as required	Billable at non-contract rates	Billable at reduced contract rates	✓ Unlimited	✓ Unlimited
Assigned Service Management	Not available	Not available	Not Available	Not Available	✓
Available Terms	90 Days	None	1 or 3 year	1 or 3 year	1 or 3 year
In Manufacturer Warranty Support	✓	✓	✓	✓	✓
Out of Manufacturer Warranty Support	Billable	Billable	Billable	Billable	Billable
Consumables Replacement	Billable	Billable	Billable	Billable	Billable

Table 1: Advanced parts replacement and warranty repair subject to manufacturer’s policies and programs

90-Day Office Warranty

All projects performed by AVI-SPL are provided a standard 90-day warranty on all workmanship from date of project completion. 90-Day Office Warranties cover any defects in the installation or craftsmanship portion of a professional audio visual (ProAV) integration project. Details of 90-Day Office Warranties include:

- **Warranty Parts Repair/Replacement:** Some equipment may be repairable or replaced under the manufacturer’s Warranty policy. The local AVI-SPL office responsible for the project will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement. Components and materials carry the manufacturer’s warranty
- **On-site Service/Response:** An AVI-SPL service technician will be scheduled to be dispatched from the local AVI-SPL office to the Customer location once a problem has been reported to the AVI-SPL Help Desk or to the local AVI-SPL office responsible for the project.
- **On-site & Remote (phone) Support** is covered during normal business Hrs. (M-F, 8A-5P, excluding holidays)
- 90-Day Office Warranties are maintained by the local AVI-SPL office

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Time & Materials Only – Upon the expiration of the 90-Day Office Warranty, remote technical phone support services and web portal access are still available but do not include a service level guarantee. If escalated to a remote specialist for advanced support, additional non-contract specialist support hourly time and materials charges apply. Any required onsite technical dispatch will be billed at standard non-contract time and materials rates. Out of manufacturer warranty support and consumables replacement are subject to additional billing.

Customer Care Preferred – Provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 24x7x365. Onsite Field Technician dispatch services are optional and billable.

Customer Care Preferred Onsite – In addition to all items covered in Preferred, also includes Onsite Field Technician dispatch services available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

Customer Care Exclusive Onsite – In addition to all items covered in Preferred Onsite, Exclusive On-site provides advanced support services for all covered assets including assigned Customer Service Manager, direct access to Tier II phone support services, proactive version control, configuration change management support, equipment re-location support, advanced account reporting, trend analysis, quarterly account reviews and up to two (2) hours of remote device administrator training for covered assets. **Requires all covered assets be covered at as part of the Customer Care Exclusive program.**

The Support Process

To ensure your need for assistance is resolved as quickly as possible, we follow a process that tracks calls and guides them through steps that lead to a successful resolution. Below is our three-tier process:

Tier 1 Help Desk		
<ul style="list-style-type: none"> Log Call & Identify Coverage Level Check equipment for status/errors Perform diagnostics Adjust settings as required Escalate to Tier 2 if required 	Tier 2 Help Desk	
	<ul style="list-style-type: none"> Perform root cause diagnostic Attempt Remote Repair Order replacement components (if applicable) Schedule parts delivery Dispatch Technician Escalate to Level 3 if required 	Tier 3 Help Desk
		<ul style="list-style-type: none"> Escalate to Manufacturer Work with Manufacturer Implement Fix Close Case

AVI-SPL will provide an Average Speed of Answer (ASA) of 60 seconds for support calls and will respond to email or web portal-originated service requests within four (4) hours Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When applicable, AVI-SPL will provide a two business day onsite response following the Help Desk’s determination that a dispatch is required for incident remediation. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

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Optional Services

Preventative Maintenance Visits

As a complementary option to its primary offers, Preventative Maintenance Visits offer the comfort of knowing installed technology is professionally maintained to ensure equipment runs as smoothly and effectively as when it was first installed. Preventative Maintenance Visits include onsite field technicians to perform regular testing, cleaning and configuration validation based on a best practice preventative care regiment keeping systems in optimal operating condition. Visits can be scheduled on a Quarterly, Bi-Annual, or Annual basis with scheduling flexibility on a room-by-room basis. All preventative maintenance visits are coordinated with local contacts to ensure maintenance activity does not interfere with scheduled use of the space. Each visit includes a standard preventative maintenance checklist, documentation of completion and recommendations where field technicians observe opportunity to enhance reliability, features, security or ensure configuration standards compliance.

Third Party Call Consolidation Services

Third Party Call Consolidation Services are an optional add-on service. This service provides consolidated remote technical phone support services, third-party incident management and ticketing services for covered assets. Third party contract information and / or Letter of Agency are required to enable AVI-SPL to act on Customer's behalf.

Investment Summary

Prepared For:	Basil Dancy Indian River County 1801 27th St Vero Beach, FL 32960-3388	Prepared By:	Andy Peak
		Date Prepared:	01/03/2018
		Proposal #:	274880-5
		Valid Until:	03/05/2018

Total Equipment Cost \$151,336.56

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure a complete and operational system

Professional Integration Services \$97,120.00

Includes: Engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$20,117.65

Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.

General & Administrative \$5,451.85

Includes all G & A expenses: bonds, vehicle mileage, shipping & insurance

Maintenance Services \$9,928.98

Includes room maintenance services and/or customer care hardware and software maintenance services as described in "Room Summary".

Subtotal	\$283,955.04
Tax	\$0.00
Total	\$283,955.04

*** any and all applicable taxes will be included upon invoicing**

Purchase orders should be addressed to Audio Visual Innovations.

Signed _____

Printed _____

Date _____

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Room Summary

Prepared For: Basil Dancy	Prepared By: Andy Peak
Indian River County	Date Prepared: 01/03/2018
1801 27th St	Proposal #: 274880-5
Vero Beach, FL 32960-3388	Room Name: Chambers
	Valid Until: 03/05/2018

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		DISPLAYS			
		WALLS	0	\$0.00	\$0.00
LG ELECTRONICS	LGE65UV340C	LCD, 65" 4K/UHD 500NIT 58LB LED 1200:1 CONTRAST TIPS 171001	2	\$1,621.17	\$3,242.34
CHIEF	CHITS525TU	MOUNT, ULTRA-LOW PROFILE SWING ARM UP TO 25" EXT 37" TO 58" TIPS 170306	2	\$365.47	\$730.94
BLACK MAGIC DESIGN USA	BLACONVMBSH4K	MINI CONVERTER SDI TO HDMI 4K TIPS 171001	2	\$277.65	\$555.30
SURGEX	SURSA82AR	POWER CONDITIONER, 3 OUTLET 8 AMP IP ENABLED TIPS 170306	2	\$398.59	\$797.18
CABLES TO GO	CAB41363	CABLE, 3' FLEXIBLE HIGH SPEED HDMI TIPS 170306	2	\$11.29	\$22.58
VANCO INTERNATIONAL	VAN120817X	WALLPLATE, 1-GANG BULK CABLE (WHITE)	2	\$3.68	\$7.36
		PODIUMS	0	\$0.00	\$0.00
LENOVO	LEN61A9MAR1US	ThinkVision T22i 21.5" Monitor	2	\$204.71	\$409.42
BLACK MAGIC DESIGN USA	BLACONVMBSH4K	MINI CONVERTER SDI TO HDMI 4K TIPS 171001	2	\$277.65	\$555.30
SURGEX	SURSXDS156	POWER CONDITIONER, DEFENDER SERIES 6-OUTLET SURGE SUPPRESSOR TIPS 170306	2	\$228.24	\$456.48
CABLES TO GO	CAB41364	CABLE, 6' ULTRA FLEXIBLE HIGH SPEED HDMI W/LOW PROFILE CONN TIPS 170306	2	\$14.59	\$29.18
		CLERK DESK & STAFF TABLE	0	\$0.00	\$0.00
LENOVO	LEN61A9MAR1US	ThinkVision T22i 21.5" Monitor	4	\$204.71	\$818.84
ERGOTRON, INC.	ERG45241026	MOUNTING ARM, FOR 24" FLAT PANEL DISPLAY	1	\$150.72	\$150.72
ERGOTRON, INC.	ERG33387085	MOUNT, NEO-FLEX DISPLAY STAND (BLACK)	3	\$93.14	\$279.42

Mfg	Model	Description	Qty	Unit Price	Extended Price
BLACK MAGIC DESIGN USA	BLACONVMBSH4K	MINI CONVERTER SDI TO HDMI 4K TIPS 171001	4	\$277.65	\$1,110.60
SURGEX	SURSA82AR	POWER CONDITIONER, 3 OUTLET 8 AMP IP ENABLED TIPS 170306	4	\$398.61	\$1,594.44
CABLES TO GO	CAB41364	CABLE, 6' ULTRA FLEXIBLE HIGH SPEED HDMI W/LOW PROFILE CONN TIPS 170306	4	\$14.59	\$58.36
		<u>CAMERAS</u>			
		WALLS	0	\$0.00	\$0.00
SONY	SONSRG360SHE	CAMERA, PTZ 3G-SDI, HDMI & IP H.264, TRIPLE STREAM POE+ (WHT TIPS 170306	5	\$2,879.28	\$14,396.40
VADDIO INC	VAD5352000243	MOUNT, THIN PROFILE FOR SONY AND PANASONIC PTZ CAMERAS TIPS 170306	5	\$88.95	\$444.75
VANCO INTERNATIONAL	VAN120817X	WALLPLATE, 1-GANG BULK CABLE (WHITE)	5	\$3.68	\$18.40
		<u>CONFERENCING</u>			
		DAIS	0	\$0.00	\$0.00
TAIDEN	TAIHCS8368NBDNPB	G3 PAPERLESS MULTIMEDIA CONGRESS TERMINAL (BLACK)	1	\$2,284.44	\$2,284.44
TAIDEN	TAIHCS8368NBDNPB	G3 PAPERLESS MULTIMEDIA CONGRESS TERMINAL (BLACK)	9	\$2,284.44	\$20,559.96
TAIDEN	TAIHCS8368T	G3 PoE DISTRIBUTOR	2	\$1,004.44	\$2,008.88
CABLES TO GO	CAB00819	CABLE, 14' CAT6 SNAGLESS STP (BLACK) TIPS 170306	10	\$9.29	\$92.90
		<u>MICROPHONES</u>			
		PODIUMS	0	\$0.00	\$0.00
SHURE	SHUMX418SS	MICROPHONE, 18" GOOSENECK SUPERCARDIOID CONDENSER TIPS 171001	2	\$188.87	\$377.74
FSR	FSRT3MJBLK	TABLE MICROPHONE GROMMET TIPS 170306	2	\$163.88	\$327.76
		STAFF TABLE & BACK STAFF TABLE	0	\$0.00	\$0.00
SHURE	SHUMX418SS	MICROPHONE, 18" GOOSENECK SUPERCARDIOID CONDENSER TIPS 171001	6	\$188.87	\$1,133.22
FSR	FSRT3MJBLK	TABLE MICROPHONE GROMMET TIPS 170306	6	\$163.88	\$983.28
		WIRELESS	0	\$0.00	\$0.00
SHURE	SHUMXW2SM86	TRANSMITTER, HANDHELD W/ SM86 MICROPHONE TIPS 171001	2	\$497.35	\$994.70

Mfg	Model	Description	Qty	Unit Price	Extended Price
SHURE	SHUMXWAPT4Z10	TRANSCIEVER, 4-CH ACCESS POINT TIPS 171001	1	\$2,105.34	\$2,105.34
		<u>SPEAKERS</u>			
OFE	OFE	SPEAKERS	12	\$0.00	\$0.00
		<u>SOURCES</u>			
		PODIUMS	0	\$0.00	\$0.00
OFE	OFE	EXTRON AAP 102	2	\$0.00	\$0.00
EXTRON ELECTRONICS	EXT7061612	PLATE, 1 HDMI FEMALE TO 1 HDMI FEMALE ON 10" PIGTAIL TIPS 170306	2	\$47.06	\$94.12
EXTRON ELECTRONICS	EXT7009011	PLATE, ADAPTER BLANK SINGLE SPACE BLACK TIPS 170306	2	\$11.76	\$23.52
WOLFVISION	WOLVZ3NEO	VISUALIZER, 1080P HD	1	\$2,347.06	\$2,347.06
BLACK MAGIC DESIGN USA	BLACONVMBHS24K	MINI CONVERTER, HDMI TO SDI 4K TIPS 171001	3	\$277.65	\$832.95
CABLES TO GO	CAB41363	CABLE, 3' FLEXIBLE HIGH SPEED HDMI TIPS 170306	2	\$11.29	\$22.58
CABLES TO GO	CAB41364	CABLE, 6' ULTRA FLEXIBLE HIG H SPEED HDMI W/LOW PROFILE CONN TIPS 170306	3	\$14.59	\$43.77
		STAFF TABLE	0	\$0.00	\$0.00
OFE	OFE	EXTRON AAP 102	3	\$0.00	\$0.00
EXTRON ELECTRONICS	EXT7061612	PLATE, 1 HDMI FEMALE TO 1 HDMI FEMALE ON 10" PIGTAIL TIPS 170306	3	\$47.06	\$141.18
EXTRON ELECTRONICS	EXT7009011	PLATE, ADAPTER BLANK SINGLE SPACE BLACK TIPS 170306	3	\$11.76	\$35.28
BLACK MAGIC DESIGN USA	BLACONVMBHS24K	MINI CONVERTER, HDMI TO SDI 4K TIPS 171001	3	\$277.65	\$832.95
CABLES TO GO	CAB41363	CABLE, 3' FLEXIBLE HIGH SPEED HDMI TIPS 170306	3	\$11.29	\$33.87
CABLES TO GO	CAB00814	CABLE, 7' CAT6 SNAGLESS STP (BLACK) TIPS 170306	3	\$5.22	\$15.66
		CLERK DESK	0	\$0.00	\$0.00
OFE	OFE	EXTRON AAP 102	1	\$0.00	\$0.00
EXTRON ELECTRONICS	EXT7061612	PLATE, 1 HDMI FEMALE TO 1 HDMI FEMALE ON 10" PIGTAIL TIPS 170306	1	\$47.06	\$47.06
EXTRON ELECTRONICS	EXT7009011	PLATE, ADAPTER BLANK SINGLE SPACE BLACK TIPS 170306	1	\$11.76	\$11.76
BLACK MAGIC DESIGN USA	BLACONVMBHS24K	MINI CONVERTER, HDMI TO SDI 4K TIPS 171001	1	\$277.65	\$277.65
CABLES TO GO	CAB41363	CABLE, 3' FLEXIBLE HIGH SPEED HDMI TIPS 170306	2	\$11.29	\$22.58

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Mfg	Model	Description	Qty	Unit Price	Extended Price
CABLES TO GO	CAB41364	CABLE, 6' ULTRA FLEXIBLE HIGH SPEED HDMI W/LOW PROFILE CONN TIPS 170306	1	\$14.59	\$14.59
CABLES TO GO	CAB00814	CABLE, 7' CAT6 SNAGLESS STP (BLACK) TIPS 170306	2	\$5.22	\$10.44
		CONTROL			
CRESTRON	CRETSW1060BS	TOUCH SCREEN, 10" SURFACE MOUNT - BLACK SMOOTH TIPS 170306	1	\$1,373.94	\$1,373.94
CRESTRON	CRETSW1060TTKBS	TABLE TOP KIT FOR TSW-1060, BLACK SMOOTH TIPS 170306	1	\$143.12	\$143.12
CRESTRON	CRETSW5607601060SMK	MOUNT, SWIVEL MOUNT KIT FOR TSW-560/760/1060 TIPS 170306	1	\$114.50	\$114.50
		ASSISTED LISTENING			
LISTEN TECHNOLOGIES CORPO	LISLT80021601	STATIONARY FM TRANSMITTER 216 MHz TIPS 170306	1	\$553.65	\$553.65
LISTEN TECHNOLOGIES CORPO	LISLA122	KIT, ANTENNA UNIVERSAL TIPS 170306	1	\$68.06	\$68.06
LISTEN TECHNOLOGIES CORPO	LISLR5200216	RECEIVER, ADVANCED INTELLIGENT DSP RF RECEIVER TIPS 170306	12	\$168.24	\$2,018.88
LISTEN TECHNOLOGIES CORPO	LISLA38101	INTELLIGENT 12 UNIT CHARGING TRAY (TRAY ONLY) TIPS 170306	1	\$256.18	\$256.18
LISTEN TECHNOLOGIES CORPO	LISLA430	INTELLIGENT EARPHONE/NECK LOOP LANYARD TIPS 170306	2	\$42.06	\$84.12
LISTEN TECHNOLOGIES CORPO	LISLA402	HEADPHONES, UNIVERSAL STEREO TIPS 170306	12	\$19.12	\$229.44
LISTEN TECHNOLOGIES CORPO	LISLPTA207	BREAKAWAY LANYARD TIPS 170306	12	\$3.82	\$45.84
LISTEN TECHNOLOGIES CORPO	LISLA168	SANITARY COVERS FOR STEREO HEADPHONES TIPS 170306	4	\$9.94	\$39.76
LISTEN TECHNOLOGIES CORPO	LISLA167	CUSHION, HEADPHONE REPLACEMENT TIPS 170306	1	\$6.12	\$6.12
LISTEN TECHNOLOGIES CORPO	LISLA326	RACKMOUNT KIT TIPS 170306	1	\$48.18	\$48.18
Total					\$66,335.04

Room Maintenance Services

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	Price
One Year - Customer Care Preferred Onsite	\$3,316.75
Equipment Total	\$66,335.04
Installation Materials	\$7,167.11
Professional Services	\$41,360.00
Direct Costs	\$9,811.77
General & Administrative	\$2,603.03
Maintenance Services	\$3,316.75
Subtotal	\$130,593.70
Tax	\$0.00
Total	\$130,593.70

Purchase orders should be addressed to Audio Visual Innovations.

Preview

Room Summary

Prepared For:	Basil Dancy	Prepared By:	Andy Peak
	Indian River County	Date Prepared:	01/03/2018
	1801 27th St	Proposal #:	274880-5
	Vero Beach, FL 32960-3388	Room Name:	Control Room
		Valid Until:	03/05/2018

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<u>DISTRIBUTION</u>			
BLACK MAGIC DESIGN USA	BLAVHUBSMART6G400	SMART VIDEOHUB 40 X 40 TIPS 171001	1	\$2,818.82	\$2,818.82
BLACK MAGIC DESIGN USA	BLASWATEMP1ME4K	ATEM 1 M/E PRODUCTION STUDIO 4K TIPS 171001	1	\$2,348.24	\$2,348.24
KRAMER	KRAVS211HDXL	SWITCHER, 2x1 HD-SDI AUTOMATIC STANDBY TIPS 161101	1	\$643.82	\$643.82
BLACK MAGIC DESIGN USA	BLACONVMOF4K	MINI CONVERTER, OPTICAL FIBER 4K TIPS 171001	2	\$465.88	\$931.76
		<u>DISPLAYS</u>			
OFE	OFE	BLACK MAGIC BLAHDLSMTVDUO2	1	\$0.00	\$0.00
BLACK MAGIC DESIGN USA	BLAHDLSMTVDUO2	LCD, 8" DUAL SDI RACKMOUNT, SMARTVIEW DUO 2 W/LOOP OUT TIPS 171001	2	\$465.88	\$931.76
SAMSUNG	SAMUN49MU7500FXZA	LCD, 49" 4K/UHD ATSC TUNER CURVED LED TIPS 161101	2	\$1,039.00	\$2,078.00
BLACK MAGIC DESIGN USA	BLACONVMBSH4K	MINI CONVERTER SDI TO HDMI 4K TIPS 171001	1	\$277.65	\$277.65
CABLES TO GO	CAB41363	CABLE, 3' FLEXIBLE HIGH SPEED HDMI TIPS 170306	1	\$11.29	\$11.29
CABLES TO GO	CAB29679	CABLE, 12' HIGH SPEED HDMI GRIPPING TIPS 170306	1	\$14.60	\$14.60
SURGEX	SURSXDS156	POWER CONDITIONER, DEFENDER SERIES 6-OUTLET SURGE SUPPRESSOR TIPS 170306	1	\$224.80	\$224.80
		<u>CONTROL /NETWORKING</u>			
TBC CONSOLES	TBCST3E6005	3 BAY WIDE CONTROL TABLE	1	\$5,106.82	\$5,106.82
BLACK MAGIC DESIGN USA	BLASWPANEL1ME	BROADCAST PANEL, ATEM 1 M/E TIPS 171001	1	\$4,701.18	\$4,701.18
SONY	SONRMIP10	REMOTE, IP CONTROLLER FOR BRC-H900/BRC-Z700/BRC-Z330 TIPS 170306	1	\$1,744.94	\$1,744.94

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Mfg	Model	Description	Qty	Unit Price	Extended Price
CRESTRON	CREPRO3	CONTROL SYSTEM, 3-SERIES TIPS 170306	1	\$3,300.00	\$3,300.00
CRESTRON	CREC3COM3	CONTROL CARD, 3-SERIES / 3-COM PORTS TIPS 170306	3	\$425.00	\$1,275.00
CRESTRON	CRECENSWPOE16	SWITCH, 16-PORT MANAGED PoE TIPS 170306	2	\$1,745.00	\$3,490.00
CRESTRON	CRETSD2220B	TOUCH PANEL, 21.5" HD DISPLAY V-PANEL, VESA MOUNT (BLACK) TIPS 170306	1	\$1,260.00	\$1,260.00
CRESTRON	CREDMDGE200C	DIGITAL GRAPHICS ENGINE, 200 W/PINPOINT UX&4K DM 8G+ INPUT TIPS 170306	1	\$1,976.00	\$1,976.00
BLACK MAGIC DESIGN USA	BLACONVMBSH4K	MINI CONVERTER SDI TO HDMI 4K TIPS 1121914	1	\$277.65	\$277.65
ERGOTRON, INC.	ERG45241026	MOUNTING ARM, FOR 24" FLAT PANEL DISPLAY	1	\$150.72	\$150.72
CABLES TO GO	CAB54174	CABLE, 2M USB 3.0 AM-BM, BLACK TIPS 170306	1	\$6.85	\$6.85
CABLES TO GO	CAB41364	CABLE, 6' ULTRA FLEXIBLE HIGH SPEED HDMI W/LOW PROFILE CONN TIPS 170306	1	\$14.59	\$14.59
CABLES TO GO	CAB29679	CABLE, 12' HIGH SPEED HDMI GRIPPING TIPS 170306	1	\$14.60	\$14.60
CABLES TO GO	CAB00822	CABLE, 25' CAT6 SNAGLESS STP (BLACK) TIPS 170306	1	\$15.19	\$15.19
STARTECH.COM	STASV431RACK	RACKMOUNT BRACKET FOR SV431/SV431D KVM SWITCH	1	\$22.39	\$22.39
STARTECH.COM	STASV431HDU3AZ	HDMI USB3.0 KVM SWITCH	1	\$458.82	\$458.82
GYRATION	GYRGM1100FKNA	GYRATION AIR MOUSE GO PLUS WITH FULL-SIZE KEYBOARD	1	\$111.76	\$111.76
		SOURCES			
OFE	OFE	GRANICUS	1	\$0.00	\$0.00
OFE	OFE	COMCAST TUNER	1	\$0.00	\$0.00
OFE	OFE	TIGHTROPE SX2HD530	1	\$0.00	\$0.00
OFE	OFE	TIGHTROPE CAROUSEL 330	1	\$0.00	\$0.00
OFE	OFE	DVD RECORDER	1	\$0.00	\$0.00
OFE	OFE	XPANEL PC	1	\$0.00	\$0.00
TAIDEN INDUSTRIAL CO., LT	TAIHCS8317	DECODER FOR MULTI-CHANNEL DIGITAL MEDIA SIGNAL	1	\$1,057.78	\$1,057.78
DIGITAL FACTORY	DIGCUSTOM	1RU PLATE (LEFT HDMI/RJ45, MIDDLE XLR, RIGHT HDMI/RJ45)	1	\$147.06	\$147.06
BLACK MAGIC DESIGN USA	BLACONVMBHS24K	MINI CONVERTER, HDMI TO SDI 4K TIPS 171001	7	\$277.65	\$1,943.55

Mfg	Model	Description	Qty	Unit Price	Extended Price
BLACK MAGIC DESIGN USA	BLACONVMAAS2	MINI CONVERTER ANALOG TO SDI TIPS 171001	1	\$183.53	\$183.53
		OUTPUTS			
TAIDEN INDUSTRIAL CO., LT	TAIHCS8316HDMI	HDMI ENCODER (CONTENT TO TERMINALS)	1	\$2,835.56	\$2,835.56
BLACK MAGIC DESIGN USA	BLACONVMBSH4K	MINI CONVERTER SDI TO HDMI 4K (ENCODER, CAROUSEL, SXD) TIPS 171001	3	\$277.65	\$832.95
BLACK MAGIC DESIGN USA	BLACONVMASA	MINI CONVERTER SDI TO ANALOG (DVD INPUT, GRANICUS INPUT)TIPS 171001	2	\$183.53	\$367.06
		AUDIO			
OFE	OFE	AMPLIFIER	4	\$0.00	\$0.00
QSC	QSCCORE500I	SYSTEM, CONFIGURED TO ORDER, 128 NETWORK W/ 8 I/O CARDS TIPS 170306	1	\$4,850.00	\$4,850.00
QSC	QSCCIML4HP	4 CHANNELS OF MIC/LINE-LEVEL ANALOG AUDIO INPUT TIPS 170306	4	\$575.00	\$2,300.00
QSC	QSCCDN64	CARD, Q-SYS DANTE BRIDGE CARD, 64X64 (INSTALLED) TIPS 170306	1	\$1,150.00	\$1,150.00
QSC	QSCCOL4	4 CHANNELS OF BALANCED LINE LEVEL AUDIO ANALOG OUTPUT TIPS 170306	3	\$203.21	\$609.63
TAIDEN	TAIHCS8300KMX2	CONGRESS GIGABIT NETWORK SWITCHER	1	\$2,284.44	\$2,284.44
TAIDEN	TAIHCS8300MADFS20	FULLY DIGITAL CONGRESS SYSTEM MAIN UNIT	1	\$4,400.00	\$4,400.00
TAIDEN INDUSTRIAL CO., LT	TAIHCS8240	SOFTWARE, VIDEO SERVICE MODULE	1	\$3,537.78	\$3,537.78
TAIDEN INDUSTRIAL CO., LT	TAIHCS8213	SOFTWARE, MICROPHONE MANAGEMENT MODULE	1	\$1,465.56	\$1,465.56
TAIDEN INDUSTRIAL	TAIHCS8368CSW	SOFTWARE, CHAIRMAN CONTROL FUNCTION MODULE	1	\$320.00	\$320.00
SHURE	SHU522	MICROPHONE, CARDIOID DYNAMIC DESKTOP TIPS 171001	1	\$160.94	\$160.94
JBL	JBLLSR305	SPEAKER, BI-AMPLIFIED SUTIO MONITOR, 5" TIPS 170306	2	\$121.48	\$242.96
		RACK			
MIDDLE ATLANTIC	MIDERK4428LRD	RACK, 44 SPACE 28" DEEP LESS REAR DOOR TIPS 170306	2	\$522.44	\$1,044.88
MIDDLE ATLANTIC	MIDERK4FT285CFM	INTEGRATED FAN TOP W/3 FANS TIPS 170306	2	\$190.50	\$381.00
MIDDLE ATLANTIC	MIDCBSERK28R	WHEELBASE, SKIRTED FITS 28" DEEP ERK's FINE FLOOR FRIENDLY	2	\$148.50	\$297.00

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WHEELBASE, SKIRTED FITS 28" DEEP ERK's FINE

Mfg	Model	Description	Qty	Unit Price	Extended Price
		REAR RAIL FRIENDLY TIPS 170306			
MIDDLE ATLANTIC	MIDERKRR44	REAR RAIL KIT FOR 44 SPACE ERK TIPS 170306	2	\$56.50	\$113.00
MIDDLE ATLANTIC	MIDPD2415SCNS	POWER STRIP, 24 OUTLETS TIPS 170306	2	\$95.50	\$191.00
MIDDLE ATLANTIC	MIDLBP4A	"L" SHAPED LACING BAR WITH 4" OFFSET, 10 PC. PACK TIPS 170306	6	\$46.50	\$279.00
MIDDLE ATLANTIC	MIDUMS1115	SHELF, 1SP UM SHELF, 11.5"D TIPS 170306	1	\$32.00	\$32.00
MIDDLE ATLANTIC	MIDD4	4 SPACE (7") RACK DRAWER, BLACK BRUSHED FINISH TIPS 170306	1	\$126.50	\$126.50
MIDDLE ATLANTIC	MIDEB1	1 SP (1 3/4") FLANGED ECONO-BLANK, BLACK POWDER COAT FINISH TIPS 170306	40	\$6.00	\$240.00
MIDDLE ATLANTIC	MIDHP	SCREW, W/WASHER PHILLIPS 10-32 (100 PC) TIPS 170306	3	\$15.00	\$45.00
MIDDLE ATLANTIC	MIDU3V	3 SPACE (5 1/4") VENTED RACKSHELF TIPS 170306	2	\$44.50	\$89.00
MIDDLE ATLANTIC	MIDU2V	2 SPACE (3 1/2") VENTED RACKSHELF TIPS 170306	6	\$39.50	\$237.00
MIDDLE ATLANTIC	MIDLTCABUTLSINGLE	LIGHT, RACKMOUNT LED - SINGLE TIPS 170306	2	\$69.00	\$138.00
SURGEX	SURSU1000LI	UPS, 1000 VA LINE INTERACTIVE 2U/CREDENZA FREINDLY 6 OUTLET TIPS 170306	2	\$751.99	\$1,503.98
SURGEX	SURXAX15E	MONITOR/POWER DISTRIBUTION CONTROL, 1RU, 8 OUTLET, 15A TIPS 170306	2	\$1,435.63	\$2,871.26
				Total	\$70,484.67

Room Maintenance Services

	Price
One Year - Customer Care Preferred Onsite	\$3,524.23

Hardware & Software Maintenance Services

Mfg	Model	Description	Qty	Unit Price	Extended Price
TAIDEN INDUSTRIAL CO., LT	TAIMVSLAGOLD	MAINTENANCE & SUPPORT, PREMIUM, 1 YEAR	1	\$3,088.00	\$3,088.00
				Total	\$3,088.00

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Equipment Total	\$70,484.67
Installation Materials	\$7,349.74
Professional Services	\$55,760.00
Direct Costs	\$10,305.88
General & Administrative	\$2,848.82
Maintenance Services	\$6,612.23
Subtotal	\$153,361.34
Tax	\$0.00
Total	\$153,361.34

Purchase orders should be addressed to Audio Visual Innovations.

Preview

Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are EXCLUDED from this proposal unless specifically identified otherwise within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Warranty or Customer Care service coverage for Owner furnished equipment or equipment furnished by others.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.

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General Terms and Conditions

1. Applicability of Terms

These General Terms and Conditions, including any addenda attached hereto, together with the Customer Care Service Agreement (“Service Agreement”) and Software License Agreement (“Software License”) attached hereto and incorporated herein by this reference (collectively, the “Terms and Conditions”) are the only terms which govern the sale of the equipment and any related software (“Products”) and services (“Services”) contained in the accompanying audiovisual solutions proposal (the “Proposal”) by Audio Visual Innovations, Inc./Signal Perfection, Ltd. (“Company”) to Buyer.

The Terms and Conditions and the Proposal (collectively, the “Agreement”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict between these General Terms and Conditions and the Service Agreement, the Service Agreement shall prevail. In the event of a conflict between these General Terms and Conditions and an addendum attached hereto, the addendum shall prevail. In the event of a conflict between these General Terms and Conditions and any of the other documents constituting the Agreement, these General Terms and Conditions shall prevail unless expressly provided otherwise herein. Notwithstanding anything herein to the contrary, if a master services agreement signed by both parties is in effect covering the sale of the Products and Services covered hereby, the terms and conditions of said agreement shall prevail to the extent they are inconsistent with these Terms and Conditions.

2. Acceptance of Terms

This Agreement shall not be binding upon the Company until signed by the Buyer and accepted in writing by a duly authorized representative of the Company. Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of the Company, and any different or conflicting terms appearing in Buyer’s purchase order or other documents are expressly rejected by Company. Buyer’s receipt of the Products/Services shall constitute assent to this Agreement. No relaxation, forbearance or indulgence by the Company in enforcing any of the terms and conditions of this Agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of the Company hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

The Company will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and the Company shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. Buyer shall reimburse the Company its additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped to the Company, the Company will place the Products in storage and the Company will immediately invoice the Buyer 70% of the price, which will be promptly paid. The Buyer shall have no right to cancel or rescind this Agreement by reason of an excusable delay as defined herein, and shall accept

such delayed performance by the Company. The Buyer’s receipt of the Products shall constitute a waiver of any claims for delay.

4. Payment Terms

Unless otherwise specified herein, the total contract price shall be paid as follows: 50% down payment at time of order, 40% upon delivery at Company; 10% upon completion or first beneficial use, payable net 30 from receipt of invoice. Unless otherwise specified, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

5. Buyer In Arrears Or Default

In the event Buyer is in arrears with any payment whatsoever due from it to the Company at any time whatever, whether in respect of the purchase price or any other amount due from the Buyer to the Company under the terms of this Agreement, the amount in arrears shall bear interest at three (3) percent above the prime rate prevailing at the principal New York branch of Chase Manhattan Bank as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief and remedy available to the Company. In the event of Buyer’s default, the Company may, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer’s obligations.

6. Title, Risk of Loss

Title to the Products shall pass to Buyer upon delivery, subject to the Software License (if applicable) and a purchase money security interest retained by the Company in the Products sold and the proceeds thereof until payment of all amounts then due to the Company. The Company shall be entitled to remove the Products from the Buyer’s premises if all payments are not made when due. Buyer agrees to cooperate with Company in the execution and filing of financing statements under the Uniform Commercial Code or other documents as the Company requests to protect its security interest. Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation & Site Preparation

Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company’s trained technical employees. The Company shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for engineering supervision of installation.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company’s work in progress is impeded by other trades and/or contractors (excluding the Company’s own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.

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The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the Proposal. In no event shall the Company be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Buyer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement.

8. Installation & Site Preparation (Continued)

The Buyer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Company with free access to the installation site for the purpose of preparation for installation. The Buyer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9a. Warranty

In the event the Products are in any way misused or altered or repaired by someone other than a representative of the Company, which within the sole judgment of the Company results in an adverse effect, including effects upon performance or reliability of the Products, the warranty and the Company's obligations hereunder shall terminate without notice to Buyer.

9b. Warranty Service

Unless Buyer has purchased a Service Program (as defined in the Customer Care Service Agreement) providing for a longer period of warranty coverage, each installation/system carries a standard ninety-day warranty covering defects in the installation portion of the sale. Components and materials carry the manufacturer's warranty as described below, which may be greater than the ninety-day period listed above. The Company will attempt to reply to warranty service requests received from Buyer prior to 1:00 p.m. within forty-eight hours. In the event service is provided outside of normal working hours, Buyer will be charged for any overtime hours in accordance with the Company's then- standard policy on overtime rates. Normal working hours are 9 a.m. to 5 p.m., Monday through Friday, excluding legal holidays.

10. Limitations Of Warranty – Products Of Others

Unless otherwise specified, no warranty whatsoever is provided by the Company hereunder as to Products manufactured by anyone other than the Company, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes).

The Company's sole obligation with respect to any material or part identified in the Proposal, literature, or specifications furnished to the Buyer as manufactured or supplied by others, shall be to pass on to the Buyer the applicable manufacturer's warranties, if any.

11. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify the Company as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with any of the above-stated conditions, the Company's warranties and its obligations hereunder shall terminate without notice to Buyer.

12. Limitation Of Liability

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply; in no event will the Company be liable for any damages, other than the allocable charges paid by the Buyer for the Products, whether direct, indirect, special, incidental or consequential, arising from any warranty claims.

13. Taxes

Any and all taxes levied or based on the prices in this Agreement, or the Products/Services being sold hereunder, exclusive of any taxes based on net income, shall be added to the selling prices set forth in the Proposal; otherwise, the Buyer shall provide the Company with a tax exempt certificate acceptable to the taxing authorities.

14. Choice Of Law And Severability

This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflict of law rules. Venue shall be Hillsborough County, Florida. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

15. Restocking Fees

In the event Buyer wishes to return any Products based on reasons outside of the Company's control, Buyer agrees to pay any and all restocking fees.

16. General

The Proposal shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Company upon notice at any time prior to acceptance of an order.

Buyer Acceptance of General Terms and Conditions

Signed Name

Client

Printed Name

Date

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Customer Care Service Agreement

1. Applicability of this Service Agreement.

This Service Agreement together with the General Terms and Conditions and, if applicable, the Software License set forth the terms and conditions pursuant to which Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("AVI-SPL") will provide Services and related Products to its end user customers ("Customer", "You" or "Your") based upon such Service Programs which Customer has purchased from AVI-SPL.

This Service Agreement applies to the Services being provided under a Service Program.

By submitting a purchase order for Services provided under a Service Program to AVI-SPL, Customer agrees to be bound by this Service Agreement. Unless otherwise agreed in writing by AVI-SPL, no other terms and conditions endorsed upon, delivered with or contained in an end user's purchase order, or in any other similar document, will amend, or vary the provisions of this Service Agreement.

2. Definitions.

In this Service Agreement, the following terms shall have the following meanings. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

- 2.1. **"Products"** means equipment and software generally made available in the marketplace.
- 2.2. **"Manufacturer"** means an entity that produces equipment and/or Software.
- 2.3. **"Services"** means the AVI-SPL branded services provided under a relevant Service Program.
- 2.4. **"Service Program"** means those pre-packaged service programs as described in Section 3 of this Service Agreement.
- 2.5. **"Software"** means programs or applications developed, installed or released by the manufacturer or third party integrator to control the function of a device, feature or function.
- 2.6. **"Software Options"** means optional functionality or features of Software that may be selected at the time of purchase or at a later time, and for which AVI-SPL or Manufacturer charges separately.
- 2.7. **"Update"** means Software for which AVI-SPL or the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the Software in accordance with the published Product specifications, and which is limited to those updates that AVI-SPL or Manufacturer generally provides to its support Services customers at no charge. Updates do not include Upgrades or Software Options.
- 2.8. **"Upgrade"** means new releases of the Software which contains enhancements improving the functionality or capabilities of the Software, which AVI-SPL or Manufacturer may make available to its support Services customers. Upgrades do not include Software Options.

3. Covered Services.

- **Customer Care Preferred** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24.
- **Customer Care Preferred Onsite** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs with onsite Field Technician dispatch, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

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- Customer Care Exclusive Onsite – provides advanced support services for all covered assets including 7x24 remote technical phone support services, assigned Customer Service Manager, direct access to Tier II phone support services, proactive version control, configuration change management support, equipment re-location support, advanced account reporting, trend analysis, quarterly account reviews and up to two (2) hours of remote device administrator training for covered assets. Requires all covered assets be covered at as part of the Customer Care Exclusive program. Underlying Maintenance support may vary in Service Level by location. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.
- First Call Consolidation Services – provides consolidated remote technical phone support services, third-party incident management and ticketing services for covered assets. Third party contract information and / or Letter of Agency are required to enable AVI-SPL to act on Customer’s behalf.
- Preventative Maintenance - provides scheduled onsite Field Technicians to perform operational health testing of covered assets, routine maintenance tasks such as cleaning, alignment adjustments, log reviews, and remediation of identified problems. Consumables such as filters, bulbs and batteries will be replaced and chargeable at additional fee. Preventative Maintenance visits are scheduled Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays according to the following schedule based on the number of Preventative Maintenance visits elected:
 - Quantity 4 – Quarterly visits – scheduled in 3 month intervals
 - Quantity 2 – Bi-Annual visits – scheduled in 6 month intervals
 - Quantity 1 – Annual visit – scheduled anytime within the contract term

Unscheduled Preventative Maintenance visits expire 30 days into the next scheduled interval within the contract term. Unscheduled annual visits expire at contract expiration.

4. Services; Orders.

In order to receive Services under a Service Program pursuant to this Service Agreement, you must submit a purchase order or valid credit card to AVI-SPL for a validly quoted Service Program. Purchase orders must refer to AVI-SPL quote identification number. A valid AVI-SPL quote will contain the following information for each covered asset listed on the purchase order: **(i)** the Service Program you are purchasing; **(ii)** the model (and serial number for renewals of Service Programs only) of the applicable Products; **(iii)** the appropriate pricing information; **(iv)** the site location(s) of covered assets and **(v)** the Service Period (if applicable). Following order acceptance customer agrees to provide a contact name, contact email address, and telephone number at the location (if applicable).

AVI-SPL will determine the pricing and payment terms associated with any Service Program which you purchase. All orders are subject to acceptance by AVI-SPL, and no obligation, including a purchase order, shall be binding on AVI-SPL unless and until such order is accepted by AVI-SPL, or, if earlier, Services are provided to Customer. Please note that only those Products listed on a valid quotation applicable to your purchase order will be covered by Service Programs under this Service Agreement. Any optional services for a Service Program available to Customers for an additional fee will be invoiced separately with payment terms as specified within such Service Program.

5. Service Period.

The initial period of any Service Program purchased hereunder (the “Initial Service Period”), shall commence on the date AVI-SPL accepts an Order, or such other date as specified on the applicable Order and accepted by AVI-SPL, and shall continue twelve (12) months therefrom, or such other period of time as specified on the applicable Order and accepted by AVI-SPL.

This Service Agreement shall automatically renew for successive periods of equal length and, with the exception of moderate price increases as described herein, under the same terms and conditions as the Initial Service Period (“Renewal Service Period”) unless either party gives the other written notice of termination no less than thirty (30) days prior to expiration of the then-current Initial or Renewal Service Period.

Prior to the commencement of any successive renewal period, AVI-SPL reserves the right to increase the price of the applicable Service Program for the duration of the successive renewal term in an amount not to exceed five (5%) percent of the Order price for the then-current Initial or Renewal Service Period. In the event the price increase exceeds five (5%) percent, AVI-SPL shall issue a new quote to Customer for approval prior to the commencement of the successive renewal period.

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6. Service Activation.

For new equipment purchase: Service coverage will begin 30 days from the date of shipment from the manufacturer's warehouse or upon installation, whichever is sooner unless otherwise specified.

For existing equipment coverage: Service coverage will begin immediately upon receipt of an authorized purchase order or payment in full, if required by AVI-SPL. If equipment was not under an AVI-SPL or manufacturer's support contract for an extended period of time, AVI-SPL and / or the manufacturer may require a recertification fee and / or inspection of the equipment prior to AVI-SPL being able to support or being able to receive manufacturer support and replacement parts / software for the equipment. The recertification costs and any repairs required by AVI-SPL to certify a room and / or to meet the manufacturer specifications is the responsibility of the customer and are not covered under the agreement unless specifically noted in the Service Program.

7. Services Availability.

Remote Technical Phone Support Services will be provided on a 7x24x365 basis.

Onsite Field Technician Dispatch Services: Unless otherwise provided in any Service Program, Services will be provided Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

8. Software Updates, Upgrades and Options.

For Software covered under a Service Program, you will receive Updates and / or Upgrades as specified in the applicable Service Program description. For the latest Updates and Upgrades available for your Software, if any, please contact the AVI-SPL Help Desk. Updates are provided on a fix or fail basis. That is, to obtain an available Update the customer must call AVI-SPL to report a specific customer product failure (identified by Product serial number) exhibiting a problem, which the Update corrects. AVI-SPL will configure the Update according to the Software record of the registered Product.

9. Replacement Parts.

Replacement parts provided pursuant to a Service Program will be either new parts or parts equivalent in performance to new parts when used with the Product, and are warranted for ninety (90) days from shipment or the remainder of the initial warranty period, whichever is longer. Parts removed from Products for replacement will become the property of AVI-SPL or the Manufacturer, and if replaced by the Customer must be received back to the local AVI-SPL service facility (as the same is listed on the pre-addressed return package provided by AVI-SPL) within five (5) business days of receipt of the replacement part, or you will be invoiced the full list price for the replaced part.

- 9.1. Warranty Parts Repair / Replacement: Some equipment may be repairable or replaced at no charge under the manufacturer's Warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to AVI-SPL Time and Material labor fees. The Help Desk will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement.
- 9.2. Advanced Parts Replacement: Specific to videoconferencing equipment available with advanced parts replacement from the manufacturer; some equipment may be eligible for an Advanced Replacement program. In these instances, upon determination of a part requiring replacement by the Help Desk technician, a replacement part will be delivered to the customer location. Return of the defective product is required by the Customer under the conditions defined under the Terms and Conditions of Service.

10. Service Level Agreement.

AVI-SPL will provide an Average Speed of Answer (ASA) of 60 seconds for support calls placed to its help desk Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

AVI-SPL will respond to new service requests made via email or web portal within four (4) hours with case assignment notification Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

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When applicable, AVI-SPL will provide a two business day onsite response pursuant to the Help Desk's determination that a dispatch is required for incident remediation. This service level may be impacted by room availability and the requirement for replacement parts. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

- P1: Critical – System outage equipment or room system fully non-functional
- P2: Major – System impaired but operational quality or features diminished
- P3: Minor – System operational with acceptable quality features are diminished
- P4: Informational – End User "How To" inquiry, request for configuration modification

11. Service Program Exclusions.

Unless otherwise specified, Service Programs do not cover any of the following: **(i)** electrical work and / or in-house cabling external to the Product; **(ii)** repair or replacement of Product resulting from causes external to the Product, including disaster, fire, flood, earthquake, tornado accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, lightning, customer-provided network, or failure of the installation site to conform to manufacturer specifications; or resulting from use of the Product for other than intended purposes; or resulting from use of the Product with items not provided or approved by AVI-SPL; or resulting from the performance of maintenance or the attempted repair of an item of a Product by persons other than AVI-SPL employees or persons authorized by AVI-SPL; **(iii)** repair or replacement of Product excluded by or no longer covered by the Product manufacturer's repair and replacement program; **(iv)** furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items, or painting or refinishing the Product; **(v)** Services in connection with the relocation of the Product, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by AVI-SPL including facilitation of customer spare or loaner equipment, including communications devices, video devices, audio devices, networks or links; **(vi)** damage to displays caused by screen burnout or image "burn-in"; **(vii)** Replacement and / or general support for manufacturer-specified end of life products after AVI-SPL has informed Customer of such change in status and pro-rated remaining portion of relative cost for such pertinent products; **(viii)** Services in connection with computer viruses or conflicts involving software that is not installed or introduced by AVI-SPL including coverage for "OFE" (Owner Furnished Equipment) unless specifically listed as covered equipment or devices not installed by AVI-SPL and not specifically covered under this Service Agreement.

12. Charges and Payment Terms

Payment terms are NET 30 Days from the date of invoice. All fees and payments referenced in this Service Agreement are in US Dollars. The Services as outlined will be invoiced in full upon execution of the Service Agreement.

13. Termination

Either party may at its option terminate any applicable Service Program in whole or in part for cause: **(i)** if the other party breaches any material term or condition hereunder or under any applicable Service Program, and fails to remedy such failure within thirty (30) calendar days after receipt of written notice of such default; **(ii)** in the event that any proceedings are commenced against the other party or such party seeks protection under bankruptcy, insolvency, or other debtor's relief law or **(iii)** the other party becomes insolvent or dissolves. Furthermore, AVI-SPL may terminate any applicable Service Program in whole or in part for cause if any person other than a AVI-SPL employee, or designated service representative, alters a Product without AVI-SPL's prior written consent, or in any way renders a Product unsafe (adjustments to a Product made at the direction of AVI-SPL or the Manufacturer or as otherwise intended as set forth in the applicable Product documentation do not constitute alterations for the purposes of this Section). In the event of cancellation due to non-payment, the customer agrees to be liable for the full cost of any manufacturer sub-coverage purchased on the customer's behalf by AVI-SPL and for services and parts provided to the customer on a Time and Material basis per AVI-SPL's then-current Time and Material rate schedule.

AVI-SPL reserves the right to terminate or modify available Service Programs at any time in its sole discretion; provided, that any such modifications will not affect any Service Programs already ordered by you and accepted by AVI-SPL prior to such modifications except as mutually agreed by both parties.

14. Customer Obligations.

- 14.1. You shall have the continuing obligation to keep all Products under a Maintenance Service Program at either the then-current Software version or previous major Software version release.

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- 14.2. Software updates and upgrades are the responsibility of the customer. Assistance may be requested from the Help Desk to gain access to the software or if issues are encountered. Software updates do not mandate an onsite service call.
- 14.3. Customer is required to assist the AVI-SPL Help Desk technician with the remote diagnosis of the reported problem to help determine the cause of the problem. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the problem.
- 14.4. Remote access to the equipment for the purposes of diagnostics prior to technician dispatch is required. If remote access is not provided, delays may be experienced in the diagnosis and repair of the equipment.
- 14.5. If applicable, you will provide AVI-SPL personnel with access to the Products and adequate working space (including heat, light, ventilation, electric current and outlets) at no charge to AVI-SPL. All Customer environments must be free from all risks to health and safety (except to the extent notified to AVI-SPL in writing and specifically accepted in writing by AVI-SPL).
- 14.6. If applicable, you will maintain, at your expense, the installation site and provide the necessary utility services for use of the Product in accordance with the Manufacturer's applicable published specifications.
- 14.7. You will be responsible for replacing, at your own expense, any and all consumable items used in connection with the Products, including without limitation, bulbs and batteries.
- 14.8. Customer will be responsible for payment of Repairs and Services provided by AVI-SPL that are not covered under the selected coverage under the agreement and after mutual agreement delivered by AVI-SPL on a Time and Material Basis in accordance with the AVI-SPL standard published labor rates and material charges.
- 14.9. Equipment Operation and Alteration: The customer may not alter, repair or modify the covered equipment except as expressly directed by AVI-SPL service personnel. The customer must operate the equipment as detailed in the user operations manual provided by the manufacturer with the covered equipment. The customer may not add equipment, components, wiring or other parts to the covered equipment without written notification to and acceptance by AVI-SPL.
- 14.10. AVI-SPL strongly recommends that you install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture Product, and that you regularly update and run such anti-virus program, especially in connection with the emergence of any new viruses and/or 'worms'. Repair or restoration of any Product damaged or 'infected' by viruses is not covered under this Service Agreement or the Service Programs.
- 14.11. You are solely responsible for backing up your data. AVI-SPL will not under any circumstances have a duty to back up your data or to restore data that is lost in the course of AVI-SPL's provision of Services, or otherwise. AVI-SPL will not be liable for the loss of your data, whatever the reason for the loss, including without limitation as a result of AVI-SPL's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

15. Intellectual Property.

Each party shall retain all right, title and interest in and to, and possession of their respective preexisting intellectual property. Furthermore, AVI-SPL shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of AVI-SPL relating to Services performed under or in relation to a Service Program. Any intellectual property, know-how, information or documents supplied at any time by one party to the other shall be treated as confidential and covered by the confidentiality undertaking in Section 18 below.

16. Indemnity.

Each party shall indemnify, defend and hold the other harmless from all claims, suits, losses, expenses, judgments and liabilities (including reasonable attorney's fees) for personal injury or death to the extent caused by the negligence of the indemnifying party or its employees. The indemnitee shall give the indemnifying party prompt notice of and authority to defend or settle, any such claim and shall give, at the indemnifying party's request and expense, reasonable information and assistance thereto.



17. WARRANTY / LIMITATION OF LIABILITY.

AVI-SPL WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES BY AVI-SPL PURSUANT TO THIS AGREEMENT, EXCLUDING MANAGED SERVICES, THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. AVI-SPL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. AVI-SPL MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL AVI-SPL BE LIABLE FOR ANY DELAY IN FURNISHING SERVICES. CUSTOMER MUST REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO AVI-SPL DURING THE ABOVE WARRANTY PERIOD, AND CUSTOMER'S EXCLUSIVE REMEDY AND AVI-SPL'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE TO REPERFORM THE SERVICES, OR IF AVI-SPL IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CUSTOMER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO AVI-SPL FOR THE NONCONFORMING SERVICES. EXCEPT FOR BREACHES OF CONFIDENTIALITY, OR INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. SUBJECT TO THE PRECEDING SENTENCE, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, AVI-SPL'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO **(I)** ONE (1) YEAR'S SERVICE CHARGES (IN THE CASE OF SERVICE PROGRAMS WITH AN APPLICABLE SERVICE PERIOD) OR **(II)** AGGREGATE SERVICE FEES PAYABLE TO AVI-SPL PURSUANT TO THE APPLICABLE SERVICE PROGRAM (IN THE CASE OF SERVICE PROGRAMS WITH NO APPLICABLE SERVICE PERIOD). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SERVICE AGREEMENT SHALL BE DEEMED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR **(I)** FRAUD OR FRAUDULENT MISREPRESENTATION OR **(II)** DEATH OR PERSONAL INJURY TO THE EXTENT THAT IT RESULTS FROM SUCH PARTY'S NEGLIGENCE AND SOLELY TO THE EXTENT REQUIRED BY APPLICABLE LAW.

18. Confidentiality.

Confidential Information. Each party (the "Disclosing Party") may from time to time during the Term disclose to the other party (the Recipient") certain information regarding the Disclosing Party's business, including its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, and other confidential or proprietary information ("Confidential Information"). AVI-SPL's Confidential Information includes (without limitation) the function and performance of the Products, the terms of this Agreement, and any other information relating to the Products or the sale thereof. Confidential Information includes information disclosed orally, visually, or through any tangible medium.

Protection of Confidential Information. Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Service Agreement or to carry out the Services, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of carrying out the Services and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Residuals. The Recipient shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Recipient shall not disclose the Confidential Information except as expressly permitted hereunder. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Recipient shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this section shall not be deemed to grant to the Recipient a license under the Disclosing Party's copyrights or patents.

Exceptions. Recipient's obligations under Section 16 with respect to any Confidential Information of the Disclosing Party will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is **(i)** approved in advance, in writing by the Disclosing Party, **(ii)** necessary for Recipient to enforce its rights under this Service Agreement in connection with a legal proceeding; or **(iii)** required by law or by the order of a court of similar judicial or administrative body, provided that Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

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19. Force Majeure.

Except for the obligation to make timely payments, neither party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which AVI-SPL is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. Each of the parties shall promptly inform the other of any event of force majeure, its expected duration and cessation, respectively.

20. General.

Except as otherwise set forth in this Service Agreement, this Service Agreement may only be modified by a written agreement duly signed by authorized representatives of both parties, and variance from or addition to the provisions of this Service Agreement in any order or other written notification will be of no effect.

Any notices required or permitted to be given hereunder shall be in writing and effective when received by a party at the address as the receiving party has last notified to the other party by prior written notice. In the case of AVI-SPL such address, unless otherwise notified in writing, shall be as follows:

AVI-SPL, Inc.
 Attn: Executive Vice President
 6301 Benjamin Road, Suite 101
 Tampa, Florida 33634

If any provision of this Service Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Service Agreement shall in no way be affected or impaired. The waiver by either party of a breach of any provision of this Service Agreement shall not be construed as a waiver of any subsequent breach.

You may not assign any or all of your rights or obligations under this Service Agreement including by purchase, merger or operation of law, without the prior written consent of AVI-SPL, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this provision shall be null and void. AVI-SPL may assign its rights and obligations under this Service Agreement without prior written consent or notice.

AVI-SPL's affiliates may participate in AVI-SPL's performance under this Service Agreement and a Service Program, and AVI-SPL may also sub-contract its obligations under this Service Agreement and a Service Program provided that AVI-SPL remains liable for the performance of its affiliates and/or sub-contractors in respect thereof.

Same as expressly provided, no term or provision of this Service Agreement or a Service Program shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

The Customer acknowledges that AVI-SPL has trained personnel who perform Services and has made an investment in such personnel. Therefore, at no time during the term of a Service Program or for one (1) year thereafter, will the Customer directly or indirectly either offer employment to or hire any AVI-SPL employees who perform Services on behalf of AVI-SPL without AVI-SPL's express prior written consent. In the event that the Customer is in breach of this provision, AVI-SPL shall have the right to invoice the Customer, and the Customer agrees to pay, a sum equal to 12 months' salary in respect of the hired individual.

In performing the Services, AVI-SPL shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Customer's agents or employees. AVI-SPL shall have complete charge and responsibility for personnel employed or engaged by AVI-SPL.

Upon any expiration or termination of these this Service Agreement, Sections 15 (Intellectual Property), 16 (Indemnity) and 17 (Warranty/Limitation of Liability) shall survive.

This Service Agreement may have been translated into various languages for the convenience of AVI-SPL's Customers. While the translation is correct to the best of AVI-SPL's knowledge, AVI-SPL is not responsible or liable in the event of an inaccuracy. English is the controlling language of this Service Agreement, and any translation has been prepared for you as a courtesy only. In the event of a conflict between the English-language version of this Service Agreement and a version that has been translated into another language, the English-language version of this Service Agreement shall control.

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This Service Agreement shall be governed by the laws of the State of Florida and any disputes will be subject to the exclusive jurisdiction of the federal courts of the United States of America or the courts of the State of Florida, in each case located in the city of Tampa and the county of Hillsborough. The non-prevailing party in any dispute will pay all reasonable court costs and attorneys fees finally awarded. The U.N. Convention on Contracts for the International Sale of Goods does not apply. AVI-SPL shall have the option to bring a suit before the courts of your domicile, when the claim is for payments due from you.

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Customer Acceptance of Customer Care Service Agreement

Signed Name

Customer

Printed Name

Date

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1.2 Except as expressly set forth in this paragraph, the Company shall at all times own all intellectual property rights to the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Buyer for the sole benefit of Buyer.

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3.4 The Company further represents and warrants that, throughout the System Warranty Period, the executable object code of Software and the system will perform substantially in accordance with the system specifications and Agreement. If the Software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the system specifications and in the Agreement.

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against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

SECTION 5 TRANSFER AND TERMINATION

This license will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original

configuration in another location. The Company may terminate this license upon notice for failure to comply with any of the terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the Software, including all copies and modifications.

Buyer Acceptance of Software License Agreement

Signed Name

Buyer

Printed Name

Date