

AudioVisual Solutions Proposal For

Chabot-Las Positas Community College

1687 conference room



AVI  **SPL**®

A Digital Workplace Services Provider

AVI  **SPL**®

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Corporate Overview

Your Digital Workplace Services Partner

AVI-SPL is a digital workplace services provider that helps organizations around the world improve their team collaboration and business value through collaboration solutions. From offices in North America, Europe and the Middle East, and through a worldwide network of engineering resources, we deliver transformative solutions and services vital to the success of your organization.

We design, deploy, manage and support the systems and environments that empower meaningful communication and collaboration. Through this transformation, we help you improve workflows and the user experience while also easing the manageability of your technology solutions.

AVI-SPL works diligently to be a single, reliable resource for improving your organization's ability to communicate and collaborate. Through partnerships with highly regarded collaboration companies, construction firms, architects, and consultants, we design, build, integrate, manage and support solutions, systems, and experiences that deliver state-of-the-art communications and collaboration. No other company can match our ability to handle every aspect of your integration project, from understanding your goals to providing ongoing support. When you partner with AVI-SPL, you're working with:

A Partner Working in Your Interests

- Experienced and financially stable technology contractor with a **global operational delivery model**.
- Providing **innovative, award-winning solutions** that are effective and aligned with your needs. Our solutions reflect the trends and technologies shaping professional collaboration and the workplace.

A Knowledgeable Collaborator

- Most **qualified team of engineers and technicians** in the industry.
- **In-house capabilities** to design, install and manage complex audio, video, collaboration and communication technologies.
- **Certified to implement collaboration solutions** from industry leaders like Microsoft, Poly, Cisco, NEC, and Crestron.

An Experienced Services Provider

- Wide-ranging **technical integration capabilities**, construction experience, and engineering resources to support projects of any scale and in environments as varied as stadiums, boardrooms, hospitals, and classrooms. Our experience spans over 40 years. We support our clients through our Global Service Operations Centers, which provide 24/7 help desk support.
- **Expert engineering** with the highest per capita number of technical employees of any AV solutions provider.
- **Award-winning conferencing services** that include customizable room and device monitoring, cloud-based scheduling and management for meeting rooms and the technology enabling them, and analytics reports that provide actionable business intelligence.

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We take your investment in collaborative solutions as seriously as you do. That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect.

Our diverse portfolio features solutions in the corporate, education, and government sectors, including Fortune 500/Global 1000 boardrooms, military base operation centers, and education campuses. On most projects, we collaborate with architects, consultants, designers, and end users like you.

AVI-SPL's expertise includes partnerships with the industry's top technology providers, highly skilled and certified technicians, and comprehensive support that is setting the standard in the collaboration industry.

The hallmark of AVI-SPL's client success has been our ability to keep pace with the technology trends that drive the way businesses operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.

- **86% of Fortune 100** and **70% of Fortune 500** companies are AVI-SPL customers
- **120,000+ projects** completed in **80 countries**
- **12,000+ service contracts** with **1,500 ticketed cases resolved** each month
- **3,400+ employees** in **57 offices** across North America, Europe, and the Middle East
- Partnerships with the **leading technology providers** so we can craft the right solution for every client

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Project Implementation Process

Integration Process

AVI-SPL is dedicated to giving you with technically sound, well-integrated, and user-friendly solutions. To that end, AVI-SPL utilizes a six-step process that ensures seamless communication and transition from project conception to project completion.

The beginning of the process is essential to the success of the implementation and Customer Care Services that ensure acclimation, adoption, and continued use of the technology.

The scope of this Design Proposal is summarized in Phases I & II. Phases III – VI outline the process through to completion including implementation of the concierge level service requested by the client.

Phase I - Consultation

The consultation process is the foundation of the system design and capabilities. During this process, we meet with key personnel to gain a thorough understanding of needs, objectives, and issues:

- Architectural Criteria
- Style of Meeting
- Visual Media
- Computer Display
- Audio Systems
- Audio Conferencing
- Video Conferencing
- Control options
- Static Display
- Supplemental (Multi-room tie-in, connection type, network interconnection, existing equipment)
- Schedule (design/construction documents, construction, AV installation, occupancy)
- Contacts (client, architect/interior designer, general contractor, other)

Phase II - Engineering & Design

AVI-SPL appoints a Project Engineer, who will team up with your AVI-SPL Account Manager and follow your project through to completion. During this phase, the information acquired during the needs analysis is developed into a technically sound and functional system design. The Project Engineer and AVI-SPL Account Manager perform a feasibility study. This study includes an examination of the desired capabilities, architectural, environmental, and technical details of your system. During the engineering and design process, we select the appropriate equipment, hardware, and software. The result of the engineering and design process is a system designed specifically to meet the requirements and environmental conditions that are unique to your application.

The goals for this phase of the project are:

- Verify initial design concepts
- Verify location of all devices
- Validate the design's performance and concepts
- Provide any value engineering and performance enhancement recommendations
- Convert concept drawings to schematic, "build to" shop drawings
- Submit final shop drawings and hardware list for approval prior to procurement and construction.

The documents created by the Systems Group engineering team include but are not limited to:

- Rack elevations
- Patch bay elevations
- Lighting fixture locations
- Custom assembly details

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- Panel details
- Verification of conduit requirements
- Verification of junction box requirements
- Creation of fabrication documentation including wire numbers
- Verification of wire types
- Speaker cluster rigging design
- Creation of accurate hardware/bill of quantities (BOQ) list
- Create cut sheet books for hardware
- Items
- Provide other submittals as required

At the conclusion of Phase II, the project's design is finalized, all areas of system performance have been optimized, and the hardware parts lists, as well as the engineering drawings, are given final approval. The on-site pre-wiring shall immediately begin.

Phase III: Pre-Installation

AVI-SPL's senior procurement managers will begin procurement of the hardware required for the system.

Procurement is prioritized between:

- Items immediately required for the initial on-site pre-installation by our installation team
- Long lead items
- Custom panels and custom/project specific hardware items
- All other hardware items
- Engineering and development of custom control software

The procurement manager informs our project manager of any discontinued, new models or upgraded products on the hardware list. In these instances, AVI-SPL submits cut sheets on any new hardware items for approval and substitution into the system.

The fabrication process begins upon receipt of product. AVI-SPL's fabrication team utilizes the approved engineering drawings to build the systems. All system fabrication work is performed at our fabrication facility.

AVI-SPL's fabrication process includes:

- Quality control inspection of all hardware items prior to integration into the various systems
- Preparation of internal areas of the racks for installation of cabling
- Installation of internal rack power distribution systems
- Installation of hardware into the racks as shown on the rack elevation drawings
- Installation of internal rack wiring
- Verification of internal rack wiring and wire/cable numbering
- Installation of interconnection wiring between the racks
- Testing of individual racks
- Installation of control software
- Testing and operating of multiple racks as a complete system
- "Burn in" quality-control testing of multiple racks as a complete audio-visual system
- Initial modifications to show control software
- Acceptance of tested and "burned in" systems by the project manager and senior engineer
- Photographic documentation of racks and other hardware items
- Disassembly of racks in preparation for shipping and palletized as per AVI-SPL's custom shipping standards
- Delivery of the racks to the site via dedicated air ride trucks

The careful testing and "burn in" of the completed systems in the fabrication shop will prevent the likelihood of discrepancies encountered during the onsite installation and testing.

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Phase IV: On-site Installation

The on-site installation effort is coordinated by 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 field verifies conformance of installed cabling and other conditions necessary to ensure efficient integration of systems and devices. The team of on-site personnel will vary in number depending on the task requirements for that day. The project manager determines the correct resources required for the specific installation tasks. The AVI-SPL lead installer, project manager, and engineer carefully supervise our subcontractor. Depending on the required tasks, our daily on-site installation crew will include:

- AVI-SPL Project Manager
- AVI-SPL Lead Installer
- Installation Personnel as necessary

When required, AVI-SPL provides:

- Senior Engineers
- Field Engineers
- Supplemental Field Technicians
- Test and Adjust Engineers
- Specialty Labor as required

Once the installation is complete, the systems are carefully checked and brought on line. The final phases of the project begin.

Phase V: Commissioning, Testing, and Adjustments

During this phase, the complete testing and final adjustments of the systems are made. Our project manager coordinates with the project team as required to complete successful testing and tuning of the system, including testing far-end Customer Care connections. Our factory-trained service engineers travel to the job site to commission the system. All installation work is thoroughly checked prior to 'turn on.' Errors or problems are corrected, and all equipment is adjusted for optimal performance in accord with the project specifications.

The test and adjustment team consist of:

- Owner's Technical Representatives
- AVI-SPL's Project Manager

The result of phase V is the shortest possible final punch list. Our projects typically have short punch lists thanks to:

- Adherence to our quality assurance program
- Correcting site-specific problems as they are detected
- Installation of fully tested and "burned in" electronic hardware
- Termination into fully tested and verified cabling and far end connections

By adhering to these engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

Phase VI: Training – As Required

Training is available throughout the project. We recommend the owner's technical representative visit AVI-SPL's fabrication facility for initial familiarization with the system during the in-house testing phase. The fabrication manager will:

- Provide a comprehensive review of the system's hardware
- Review the system's cabling and wire numbering methods
- Discuss maintenance issues for the system
- Demonstrate initial operation of the system

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The owner's technical team may observe how the system interconnects to the building's pre-installed cabling during installation and commissioning. Once the system is operational, we provide three levels of "hands on" training to the onsite operational personnel.

Training is provided to:

- System Operators (personnel who are qualified to operate the various systems)
- System Technicians (personnel who provide on-site maintenance to the systems)
- System Assistants (personnel who assist the operators and technicians)

AVI-SPL produces operator manuals and other documentation to support the systems as required.

Process Control & Documentation

Reports and documentation are all standardized. Reporting and documentation for all project activities are stored in a centralized database for efficient access by integral departments (purchasing, distribution, systems integrations, account management etc.). All systems integration projects are overseen by AVI-SPL's Chief Operating Officer (COO). The COO is responsible for overseeing all documentation and daily operational activities throughout our national systems integration network. Documentation and purchase orders are reviewed regularly by the corporate office.

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Services and Support

Global Support and Maintenance

AVI-SPL’s Global Support and Maintenance offerings provide world-class services designed to help you achieve the most uptime and the best return on investment (ROI) from your technology. We apply our 40 years of experience with 700+ manufacturer technologies to be the services partner you can count on.

Our offering provides positive business outcomes by ensuring your collaboration technology solutions work as expected for end users. Support minimizes system downtime and maximizes system performance, meeting your organization’s collaboration objectives.

AVI-SPL provides 24x7 support and certifications in a diverse set of competencies that cover your entire organization. With 800+ full-time employees dedicated to service delivery distributed between our four GSOCs and local offices around the world, we have the ability to meet your local and global needs.

Service Levels Available:

	Essential (T&M)	Enhanced	Elite
Unlimited Remote Help Desk, 24x7		●	●
Unlimited Onsite Support, 8x5			●
In Manufacturer-Warranty Hardware	●	●	●

Support Services are provided on a per-room or per-project basis.

Essential (Time and Materials)

Full suite of Global Support offerings available in a noncontract form, all billable at standard AVI-SPL rates.

Billable Offerings:

- Remote Help Desk, 24x7 Specialist Remote Support
- On-site Technical Dispatch
- Parts Repair and Replacement

Enhanced

- Offers unlimited remote help desk support – available 24x7x365.
- Facilitates the repair or replacement of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for hardware covered by manufacturer program.
- Use of online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested.

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Elite

- Repair or replacement programs of manufacturer programs for applicable hardware.
- Access to software updates and upgrades for manufacturer program covered hardware.
- Insight into an online incident reporting tool for easy ticket awareness.
- Eligibility for discounted hourly rates when other Global Support services not included in the Enhanced offering are requested

AVI-SPL Global Support and Maintenance PLUS Options

Plus Options are available at an additional cost.

Our Global Support and Maintenance PLUS Options are additions to the standard offering, customized to your unique environment. PLUS options allow us to take on more of the risk associated with aging equipment, help prevent unexpected expenses, and provide an accelerated on-site response time to get spaces up and running. Add one or multiple options to enable the flexibility needed.

Extended Hardware Warranty	Corrective Maintenance Visit
Accelerated Onsite Response: 4 Hour or Next Business Day	Loaner Equipment
Preventative Maintenance Check	Consumable Replacement

Extended Hardware Warranty*

We cover repair or replacement cost of malfunctioning equipment. Unforeseen expenses drop significantly as we assume the risk of replacement parts of aging equipment.

*Owner Furnished Equipment not Included

Enhanced On-site Response

Optional Next Business Day or four-hour on-site response (each purchased separately) provide the fastest response possible to keep mission-critical situations from escalating.

*Not available in all areas. Subject to AVI-SPL approval

Preventative Maintenance Check

Discover a potential issue before a meeting. On-site visits work around scheduled use of space to ensure equipment is kept in optimal operating conditions. On-site technicians complete a standard checklist and make recommendations to enhance reliability, features, and security.

- **New Offering:** Add a sanitizing deep clean to your preventative maintenance visit. Our manufacturer-approved sanitizing methods ensure your surfaces are safe while not damaging your technology.

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Corrective Maintenance Visit

On-site maintenance visits can be purchased up-front and scheduled after a fault has been found to resolve a hardware or software issue and bring the room back to operating specifications.

Consumable Replacement

Proper maintenance is essential to ensuring equipment reaches its maximum lifespan. Mitigate unknown expenses by including high-volume points of failure (examples include: lamps, bulbs, filters, fuses, batteries).

*Not available in all areas. Subject to AVI-SPL approval

Managed Services

AVI-SPL’s Managed Services provides technical know-how and purpose-built management tools that **improve the user experience, increase reliability, and reduce IT administrative cost** for collaboration environments of all sizes and complexity.

Collaboration technologies are rapidly evolving. Demands for easy-to-use and reliable communication tools are increasing exponentially. IT teams struggle to support a landscape of platforms, cloud services, room technologies, and solution-based management tools that continuously change. AVI-SPL’s Managed Services solves these IT team challenges, providing the technical specialists and a holistic management tool. This streamlines management, improves support responsiveness, and aligns the specific technical expertise needed to ensure your business communications tools are available when you need them.

AVI-SPL’s Managed Services is a cloud-based solution with Global Service Operations Centers (GSOC) distributed across the globe. Our team of audio-visual and UCC-certified technicians operate 7x24x365 and follow ITIL best practices. Powered by AVI-SPL Symphony, this team supports the world’s largest and most complex collaboration environments.



Symphony is AVI-SPL’s proprietary user experience management application. Architected from its core to be extendable, scalable, vendor agnostic, and secure, Symphony is the dynamic management application that responds to the collaboration challenges of today and tomorrow. Combining our 40+ years of collaboration experience with the power of single-pane insight enables AVI-SPL to improve the collaboration experience and deliver the reliable business benefits expected from your investment.

All of this with a year-over-year customer satisfaction rating average of 94%.

Managed Services Starter Package

AVI-SPL’s Managed Services solution includes **device monitoring and control, reporting, analytics, and technical incident management support services**. Because it is a cloud-based solution, deployment is both easy and flexible. The Symphony

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platform allows for configurable parameters to accommodate workflow, environment, interface, and incident management processes to meet your desired experiences and environments.

Inherently scalable, Managed Services is offered as a comprehensive starter package consisting of the core technical support services and software-based toolsets necessary for a successful collaboration experience. The starter package, available with flexible term options, supports up to 25 rooms inclusive of all audio-visual and video conferencing room devices. Our Managed Services can easily scale to support additional rooms, infrastructure devices, third-party integration, third-party cloud administration services, and full-featured video conferencing support and conference automation.

Symphony monitors all IP-enabled room devices, including AV and video conferencing devices, persistently verifying equipment is ready for use and operating within desired parameters.

When a threshold-based condition is detected, Symphony generates an alert and corresponding ticket. The global AVI-SPL technical help desk performs its investigation and manages the incident through resolution.

Symphony provides management reporting and analytics for real-time insights into inventory, users, incidents, and usage. Our services managers work directly with customer-service owners and stakeholders to foster continual improvement in their management philosophy, and proactively identify experience, environment, and cost optimization opportunities.

Starter Package Included Services

- Room monitoring and control – up to 25 rooms
- Alerting, ticking and incident management
- Portal reporting and analytics
- Symphony cloud connector
- Remote connectivity services

Included Customizations

- Customized portal and email logos
- User registration process
- Monitoring thresholds and restrictions
- LDAP integration for single sign on

Service with Insight

AVI-SPL's Managed Services Service includes a robust suite of online analytics and reporting available on a 7x24 basis. Access to reports is controlled by individual user account, and permissions can be granted by the AVI-SPL help desk or by any customer user who is set up as an account administrator.

- **Analytics** – display data in a dashboard format, providing a visual representation of the data in chart/graph format. Flexible date ranges are supported. Each chart is dynamically customizable, with options to change visualization type, filtering, and, where applicable, drill down/drill up features. Full dashboards or individual dashboard charts can be copied or printed.
- **Reports** – display data in a traditional report tabular format. Data can be manipulated within the report to sort, filter, and change date range criteria. Data can be copied from the interface or exported into a .xlsx or .csv format.

Service Management Support

The AVI-SPL Account team is responsible for assuring customer satisfaction and provides the following account team resources:

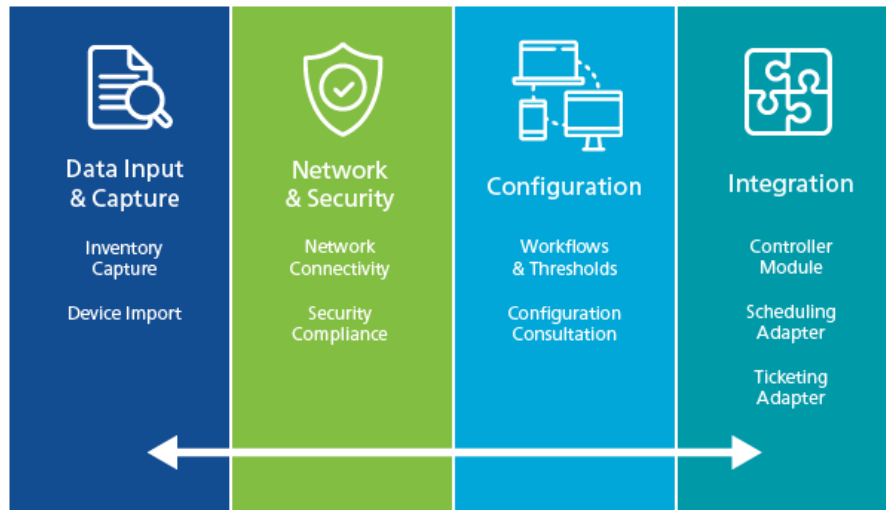
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- **Account Manager (AM)** – responsible for the overall customer relationship, the account manager ensures AVI-SPL solutions meet customer business needs. Account managers provide life cycle relationship management, working to ensure the solution evolves with changing environments as well as with customer collaboration support strategies.
- **Service Delivery Manager (SDM)** – responsible for ongoing service quality assurance, the SDM provides direct customer support for service billing inquiries, subscription monitoring, Symphony release and maintenance notifications, service performance monitoring, reporting, and end-user web-based training.

Symphony - Simple from the Start

Every Symphony subscription service is assigned an AVI-SPL project manager and service readiness engineer to ensure your success during the first 90 days of service transition.

The project manager will provide you with expert guidance. They will assist you with gathering the required service



information and with configuring your Symphony environment so that it aligns with your business rules.

Our project management team is your single point of contact for data, network and security, and configuration. Our complete integration management ensures our project resources are coordinated and aligned with your project stakeholders.

Managed Services: Available Options

Private Cloud

Managed Services Private Cloud provides an exclusive cloud environment dedicated to the subscribed customer. Hosted in AWS, Managed Services Private Cloud offers enhanced security, flexibility, and data control. Based on customer need, private cloud instances may be hosted in North America or EMEA.

Additional Rooms

Symphony scales to any size environment. Room subscriptions can be added at any time, with package options for an additional 25, 100 or 250 rooms.

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Infrastructure Monitoring and Support

Add infrastructure devices for monitoring and support and control to the Starter Package subscription. The infrastructure license provides monitoring and support services for up to 10 infrastructure devices, including video bridge and call control devices.

Ticket Adapter License

Integrate your support workflow seamlessly with the Symphony Ticket Adapter License (TAL). TAL provides bi-directional synchronization of tickets between Symphony and third-party ticketing systems like ServiceNow and Salesforce.com.

Scheduling Adapter License

Simplify room and conferencing scheduling with the Symphony Schedule Adapter License (SAL). SAL provides uni-directional calendaring integration between Symphony and third-party scheduling systems, including Office 365.

Automated Conferencing

Symphony delivers a robust suite of conference automation capabilities, including web-based reservations and automated conference launching that includes special handling rules for VIP conferences.

Producer Attended Conferencing

For solutions that include video bridging infrastructure, the customer can schedule a live AVI-SPL conference producer for a setup meet-and-greet, or to be present throughout your entire conference.

Conference Recording Services

Conference recording is available on a conference-by-conference basis for any scheduled producer-attended conferencing. Conference recording is enabled from the AVI-SPL cloud with no hardware or software requirements for the customer. Recording fees are based on a pay-as-you-go hourly basis. Recordings are hosted for 30 days, during which time they are available for streaming and downloading.

Cloud Video Bridging Services

Cloud Video Bridging Services is ideal for customers who do not wish to invest in video infrastructure or who are looking migrate to Infrastructure as a Service (IaaS) solutions. Managed Services customers who subscribe to Cloud Video Bridging Services can elect from a usage or flat rate billing program. Conference support options include fully automated or high-touch attended conference on a conference-by-conference basis. Either conference experience is supported on a 7x24 basis by a live technical help desk for in-conference assistance.

Connectivity and Security Options

While going to the cloud is a significant business trend, not all organizations allow connectivity over the public internet. AVI-SPL offers a variety of secure connectivity options, including IPSec VPN connections or network termination services for customer-supplied dedicated circuits.

End-User Training

Remote end user training is an available option for purchase by SYaaS customers. End-user training is delivered via webinar for up to 25 participants.

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Leasing Through AVI-SPL

With the power of [AVI-SPL's Global Financial Services](#) on your side, you'll reduce the total cost of ownership of the technology solutions you rely on for business success. By financing your technology through our leasing program, you minimize costs while conserving capital for daily business needs and other strategic investments.

Your hardware, software, support, and services can be combined into one convenient, predictable monthly payment. And you can refresh to new technology that matches your future business needs while avoiding expensive support renewals.

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AVI-SPL Symphony: User Experience Management Application

AVI-SPL Symphony is a User Experience Management Application for collaboration technologies that simplifies user engagement, improves meeting success, and enables business outcomes. It is a multi-tenant cloud-based application, focused on monitoring, controlling, scheduling, ticketing, and analyzing of the supporting meeting technology estate within your organization. Deploying Symphony provides an integrated end-to-end collaboration workflow, a single-pane view into the supporting technology estate, and actionable business intelligence. This drives the desired user experience and adoption.

Symphony's simple, clean interfaces provide in-depth looks into the system to easily identify problems and troubleshoot and resolve system issues. Proactive management enables you to save the meeting before end users are impacted. Analytics enable problem management, root cause analysis, and other actionable business intelligence to enable your organization to make improvements with confidence.

Providing the deepest look into complete environments, Symphony natively integrates with a variety of devices to provide rich monitoring, ticketing applications, and scheduling applications.

Highlights of the Symphony application include:

Integrated Workflow



Activate services from your native workflow. Symphony combines trouble tickets, scheduling, and cloud video service launching into a centralized operation. Integrating with third-party applications and platforms delivers a global lens into your investments and provides a seamless meeting experience.

Single-Pane View



View your entire environment – not just a piece of it – from one portal. With the vast number of manufacturers being deployed in a collaboration environment, management of technologies is resulting in technical resources and administrators operating different tools depending on the technologies in place. With a single portal to see the health, scheduling, and ticketing of rooms, you can proactively monitor and resolve before meetings and users are impacted.

Actionable Business Intelligence



Technology investments are targeted to enable business success. It's important that you know where your teams are engaging with technology, how your technology is fairing, and that you're maximizing technology and real estate investment. Symphony provides the data behind your environments – you'll be able to see if your teams prefer huddle spaces in San Diego or conference rooms in Boston.

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Technology Training

When investing in technology, you need to ensure adoption and utilization by your workforce to maximize ROI. We want your deployment to be a success and engagement an enjoyable experience for your end user. Each company has unique needs and workforce composition, so each training approach will be custom designed to your company.

Trainings utilize a variety of methods, including:

- In-Person Trainings
- Video Trainings
- Post-Training Video Refreshers
- Assessment and Feedback Surveys
- Quick Reference Guides

Collaboration Services

AVI-SPL's Cloud Collaboration Services empower the people in your organization to work effectively together by providing useful, reliable, and intuitive communication tools. This goal is made even easier through collaboration services that do away with the need to purchase infrastructure and that put the power of collaboration in the hands of your team members.

These services include:

- Hosted Infrastructure Services (registration and call control)
- Concierge scheduling and production of your video conferencing calls through our Symphony® user experience management application
- Virtual Meeting Room, a self-service video collaboration solution

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AVI-SPL Solution Scope of Work

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions scope of work. The scope of work noted is based on sound engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

Project Overview

AVI-SPL is offering a solutions package designed to maximize Las Positas investment in meeting and collaboration technology. To achieve this goal, AVI-SPL is utilizing industry best practices for system design and is deploying proven and reliable devices and services.

This proposal is under State contract 2019.001535

Conference Room 1687

Design Narrative

Conference Room 1687 will provide users presentation and BYOD functionality for soft codec applications with a user supplied laptop and has been designed for simple, intuitive use.

All operation of collaboration and room control functions utilizes the provided touch interface.

**** Please see the “Environmental Considerations” and “Customer Responsibilities” sections of this document for required room properties and deployment best practices. ****

Scope of Work – Hardware Integration

This section describes hardware installation and general functionality or specifications. All equipment provided and installed by AVI-SPL unless otherwise specified.

Display(s)

The following display devices will be integrated into the system:

- (1) video laser projector for displaying video content within the space. The projector shall have a native resolution of 1920 x 1200 pixels, and a manufacturer rated brightness of 10,000 ANSI lumens.
- (1) Recess motorized projection screen will be installed to replace the existing screen. The screen shall be tab-tensioned in a 16:10 computer format with a diagonal viewing surface of 113”. The viewing area shall be matte white fabric with black backing.
 - The low voltage interface shall be re-used with each motorized projection screen for remote operation.
 - AVI-SPL will replace the existing screen and dispose the old screen.

Source Equipment and Interfaces

The following sources will facilitate end user laptop connections:

- 1 HDMI connection located at the table for laptop connectivity.
- 1 USB-C connection located at the table for laptop connectivity.
- 1 DisplayPort connection located at the table for laptop connectivity.

Under-table interface boxes will route compatible video signals into the system. Connectivity to these interfaces shall be made via a cable cubby provided and installed by AVI-SPL. Please note the current cubby model is discontinued so a larger cubby has been specified and the table opening will need to be enlarged by Las Positas facilities to accommodate the new assembly.

Above laptop cable connections will be housed in 1 Extron Cable Cubby 700.

Pass-thru grommets on the upper left of the cubby will facilitate the cabling access for table mounted touch panel and OFE Wolfvision document camera.

Routing and Switching

The following video routing and switching devices will be integrated into the system:

- A video matrix switcher located in the owner furnished equipment rack. The matrix switcher will route all video signals and embedded audio throughout the system.
- A single source will be available at a time for projection.

Audio

The following audio devices will be integrated into the system:

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- A digital signal processor (DSP) will support all audio sources. All microphones used for conferencing shall utilize a dedicated acoustical echo canceling (AEC) channel per microphone element in the DSP. See the [Conferencing](#) section for more detailed information regarding audio or video conferencing.
- (2) Table mounted microphones in black finish. Pathways for the microphones will utilize the existing pathways through currently installed table cubbies.



Figure 1 - Shure MXA310B Microphone

- Existing ceiling speakers and wall mounted program speakers will be re-purposed, and a new amplifier will be provided in this scope.

Conferencing

The following conferencing devices will be integrated into the system:

- USB audio and video connections will facilitate Bring Your Own Device (BYOD) conferencing for user laptops. The signals for these devices will be connected to a USB hub that accepts USB 3.0 to provide a single USB connection to the user at the table.
- (1) USB camera. A USB extension system will extend the camera signals to the USB hub when needed.
 - A high definition video camera will be mounted at the front of the room to view the participants. A recessed wall box (to be installed by Las Positas facilities) will be provided for the camera.
 - PTZ camera functions will be via the touch panel controller at the table.
 - Audio for BYOD conferencing will utilize the audio DSP's USB output.

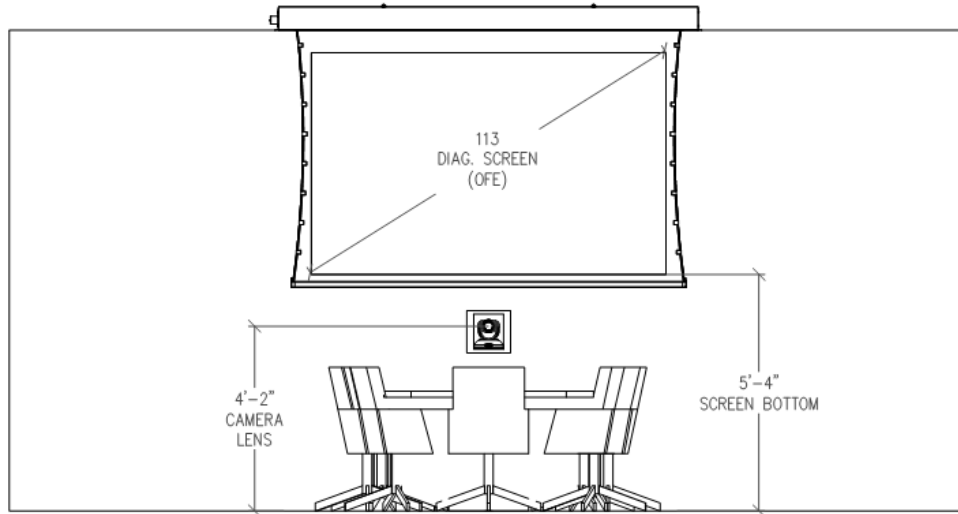


Figure 2 - Front Wall Elevation and Camera Study

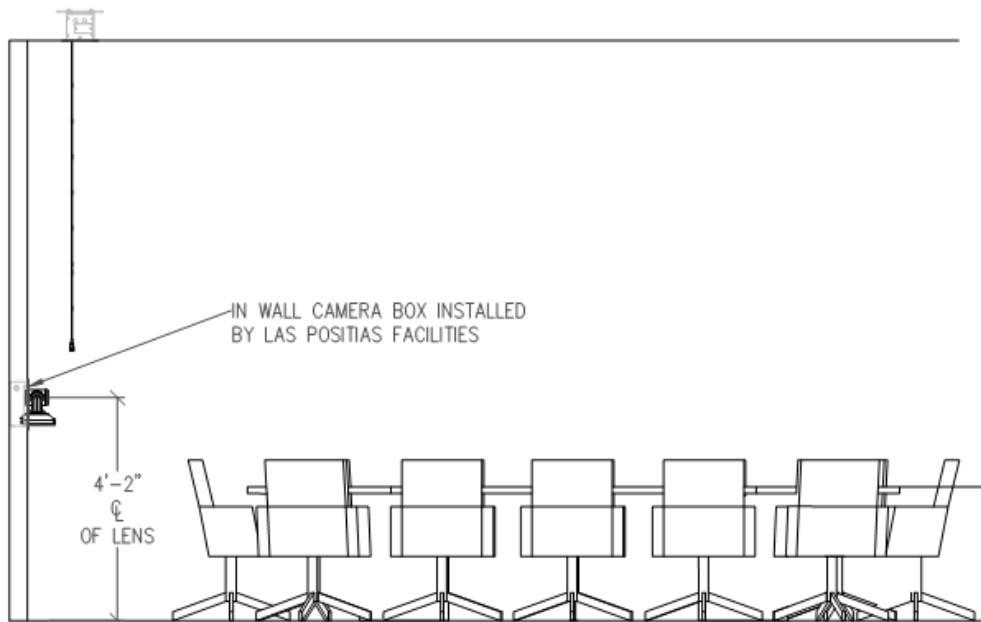


Figure 3 - Side Elevation and Camera Study

Equipment Rack and Accessories

Equipment will be installed in the following locations:

- A free-standing owner furnished equipment rack will house all racked equipment and will be kept in its current location.
 - AVI-SPL shall remove and hand over the unused equipment to Las Positas for recycling/e-waste.

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Control System and Accessories

A control processor will be installed to enable various functions throughout the system. Please refer to the Software Integration section for more detailed information about system control.

- The control processor will be located in the equipment rack.
- A wired touch screen interface with a 7" screen size will be located at the table.
- The existing 6" touch panel at the wall will not be used in the design and can be removed by Las Positas facilities.

Scope of Work – Software Integration

A control system will be provided to activate many necessary user needs. This greatly reduces the complexities of operating an integrated A/V system and facilitates greater system utilization and an enhanced meeting experience.

User Experience

Developing a unique system based upon the end users' needs and an understanding of how the space will be utilized has led AVI-SPL to identify three styles of user and room interactions: Autopilot, Co-Pilot, and Pilot. These styles range from the user who wants to use technology transparently, to the person who wants to control every aspect of collaboration. Based on the design requirements, AVI-SPL has selected the following user experience for this room:

Co-Pilot

This is a semi-automated room experience. User interaction is notification based to confirm actions, for example plugging in a laptop for presentation will prompt the user to confirm sharing that content. A touch interface is required for some aspects of this experience, when one is present it will reflect the current state of the room.

The goal of this automation level is for end users to be able to begin their meeting with a few simple confirmation presses, quickly sharing content.

Las Positas currently has a standard display programming configuration, and AVI-SPL will work with the LPCC AV specialist to load the current standard, and update programming as necessary to support the equipment in this SOW.

For more specific information about the chosen automation design and use cases, please refer to the User Experiences section of the *AVI-SPL Programming Functionality Statements* document.

User Interface

A user interface will facilitate advanced system operation. The following user interface(s) will be used for this system:

- A touch screen graphical user interface design will utilize the AVI-SPL provided Connect layout theme and icon set. Major changes or customization to the AVI-SPL provided GUI may require an additional cost. Please reference the user experience document for an example layout of the selected theme. Please reference the touch panel narrative for the chosen theme.
 - AVI-SPL will provide the layout and the functionality of each button for each user page of the touch screen to the Customer prior to implementation for client input and final client approval.
- All specified equipment in the proposal will be incorporated into the control system.

As part of the programming process, AVI-SPL will provide the layout and the functionality of each button to the Customer prior to implementation for input and final approval.

Network and Network Security

The integration of Audio-Visual hardware can consist of many different devices and systems, each with varying network requirements, impacts to traffic and routing, and unique management and security processes. AVI-SPL will work with Las Positas identified stakeholders to properly assess network requirements and deployment considerations.

AVI-SPL will design the system to meet identified network requirements and will provide construction drawings and a list of devices before installation on site. At the time of installation, AVI-SPL will connect devices according to the documented system design and identified network requirements. The following network design is being followed for this project:

Isolated AV Network

All hardware being installed is not required to connect to the owner network. Networking and security implementation will be deployed within industry best practices.

** Please see the "**Customer Responsibilities**" and "**Software Licenses and Service Accounts**" sections of this document for deployment best practices and installation requirements. Additional information regarding specific applicable processes and procedures can be referenced in the "**AVI-SPL Network and Security**" addendum to this document. **

Customer Responsibilities

These are items that AVI-SPL is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by AVI-SPL. For a complete list of exclusions, please refer to the Integration Inclusions and Exclusions section of this proposal.

These requirements must be provided by the owner or other 3rd parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.

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Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperation with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

Software Licenses and Service Accounts

Supervised or direct access to systems must be provided as needed for a properly provisioned and licensed account where appropriate. Examples include Zoom Rooms activation codes, Microsoft Teams accounts, calendar service account, and more.

- The customer may decide not to provide credentials to AVI-SPL, and to provision the installed hardware themselves. In this case AVI-SPL will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.
- If AVI-SPL is unable to properly commission and test the system at the time of installation due to issues with access, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, provided Customer is at fault and approves additional cost in advanced and in writing, scheduling will be done on a best effort basis.

Room Environmental Considerations

To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustically treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

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Investment Summary

Prepared For:	Stephen Gunderson
	Chabot-Las Positas Community College
	3000 Campus Hill Drive
	Bldg 4000
	Livermore, CA 94551-7709

Prepared By:	Gregory Bittner
Date Prepared:	03/26/2021
Proposal #:	337574-5
Valid Until:	05/26/2021

Total Equipment Cost	\$44,943.31
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Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services	\$17,280.00
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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	\$49.41
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Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative	\$1,360.50
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Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance	\$3,258.63
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Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$66,891.85
Tax	\$4,276.67
Total	\$71,168.52

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

Purchase orders should be addressed to AVI-SPL LLC

Signed

Printed

Date

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Services Summary

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Room Summary - Conference Room 1687

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		Projection Screen			
DA-LITE SCREEN COMPANY	DAL21808LS	SCREEN, 60" x 96" TENSIONED ADVANTAGE ELECTROL - HD PRO 1.1	1	\$3,469.02	\$3,469.02
		Projection System			
PANASONIC	PANPTRCQ10LWU	WUXGA 1920 X 1200 10000 LMNS DLP Laser Projector NO LENS WHT	1	\$15,631.71	\$15,631.71
PANASONIC	PANETDLE250	LENS, 2.4 - 3.7:1 POWERED ZOOM LENS	1	\$2,304.88	\$2,304.88
CHIEF	CHIVCMUW	MODEL, HEAVY DUTY PROJECTOR, UNIVERSAL - WHITE	1	\$332.27	\$332.27
CHIEF	CHICMA640W	DECORATIVE TRIM RING - WHITE	1	\$10.43	\$10.43
CHIEF	CHICMS018W	FIXED EXTENSION COLUMN 18" - WHITE	1	\$29.20	\$29.20
CHIEF	CHICMA110	8" CEILING PLATE - BLACK	1	\$22.44	\$22.44
CRESTRON	CREDMRMC4KZSCALERC	RECEIVER/CONTROLLER, DM 8G+ 4K60 4:4:4 HDR W/SCALER	1	\$1,097.56	\$1,097.56
EXTRON ELECTRONICS	EXT2666306	CABLE, 6' ULTRA FLEXIBLE HIGH SPEED HDMI	1	\$45.12	\$45.12
		Routing and Switching Systems			
CRESTRON	CREDMPS34K150C	DIGITALMEDIA PRESENTATION SYSTEM 150 3-SERIES 4K	1	\$3,048.78	\$3,048.78
CRESTRON	CREDMTX4KZ302C	TRANSMITTER, DIGITALMEDIA 8G+ 4K60 4;4;4 HDR, 202 SERIES	1	\$1,219.51	\$1,219.51
CRESTRON	CREDMTX4KZ100C1GBT	TRANSMITTER, 4K DigitalMedia 8G+ 4K60 HDR WALLPLATE (BLACK)	1	\$609.76	\$609.76
EXTRON ELECTRONICS	EXT60116102	WALL BOX, EXTERNAL SINGLE GANG (BLACK)	1	\$42.68	\$42.68
		Sources and Cable Cubby			
OFE	OFE	Wolfvision Document Camera and Power supply (Owner Furnished Equipment)	1	OFE	OFE
EXTRON ELECTRONICS	EXT2666309	CABLE, 9' ULTRA FLEXIBLE HIGH SPEED HDMI	1	\$51.22	\$51.22
EXTRON ELECTRONICS	EXT60169701	OUTLET MODULE, US (2) AC & (2) USB OUTLETS W/INTEGRATED PS	1	\$237.80	\$237.80
EXTRON ELECTRONICS	EXT70106604	CABLE RETRACTOR, FOR CABLE CUBBY ENCLOSURES, HDMI M TO MALE	1	\$304.88	\$304.88
EXTRON ELECTRONICS	EXT70106651	CABLE RETRACTOR, RETRACTOR SERIES, USB-C MALE TO HDMI MALE	1	\$365.85	\$365.85
EXTRON ELECTRONICS	EXT70106607	CABLE RETRACTOR, EXT LENGTH,CBL CUBBY ENCLOS, DISPLYPORT M-M	1	\$304.88	\$304.88
EXTRON	EXT7049111	PLATE, 2 RJ-45 PASS THROUGH FOR CAT 6 (BLACK)	1	\$42.68	\$42.68

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Mfg	Model	Description	Qty	Unit Price	Extended Price
ELECTRONICS					
EXTRON ELECTRONICS	EXT70124902	WALL BOX, 1 GANG, 1 USB A F TO USB B F, BLACK	1	\$42.68	\$42.68
		USB Camera and BYOD USB Connectivity			
VADDIO INC	VAD9999950200W	CAMERA, ROBOSHOT 20 UHD ONELINK BRIDGE SYSTEM, NA - WHITE	1	\$6,845.94	\$6,845.94
VADDIO INC	VAD9992225021	IN-WALL ENCLOSURE FOR ROBOSHOT 20 UHD	1	\$263.62	\$263.62
COMPREHENSIVE VIDEO	COMUSB3AB3ST	CABLE, 3' USB 3.0 A MALE TO B MALE	1	\$8.66	\$8.66
COMPREHENSIVE VIDEO	COMUSB3AB6ST	CABLE, 6' USB 3.0 A MALE TO B MALE	1	\$10.18	\$10.18
EXTRON ELECTRONICS	EXT70108501	MOUNT, UNDER TABLE FOR 1U/2U PRODUCTS, PRIMARY (GRAY)	1	\$48.78	\$48.78
		Audio Systems			
SHURE	SHUMXA310B	MICROPHONE, TABLE ARRAY W/ INTELLIMIX DSP SUITE, BLACK	2	\$751.89	\$1,503.78
BIAMP SYSTEMS	BIATESIRAFORTEDANCI	TESIRA FORTE DSP FIXED I/O SERVER W/ 12 IN, 8 OUT, DANTE	1	\$2,376.83	\$2,376.83
CRESTRON	CREAMPX300	AMPLIFIER, X SERIES	1	\$487.80	\$487.80
OFE	OFE	OFE SPEAKERS: (2) TANNOY DI5 / (4) CVS6 (Owner Furnished Equipment)	1	OFE	OFE
OFE	OFE	LISTEN TECH ALS SYSTEM (Owner Furnished Equipment)	1	OFE	OFE
		Control Systems			
CRESTRON	CRETS770WS	TOUCH SCREEN, 7" TABLETOP, WHITE SMOOTH	1	\$1,219.51	\$1,219.51
CABLES TO GO	CAB22014	CABLE, 15' CAT6 SNAGLESS PATCH, BLACK	1	\$6.33	\$6.33
CISCO SYSTEMS	CISSG350-10MP-K9-NA	SWITCH, CISCO SG350-10MP 10-PORT GIGABIT POE MANAGED	1	\$561.79	\$561.79
CISCO SYSTEMS	CISCON-SNT-SG3510NA	SMARTNET 8X5XNBD, ONE YEAR, SG350-10MP 10-PORT GIGABIT POE M	1	\$40.38	\$40.38
		Equipment Rack and Accessories			
OFE	OFE	OFE 40 RU Freestanding Rack (Owner Furnished Equipment)	1	OFE	OFE
MIDDLE ATLANTIC	MIDHTX	SCREW, BLACK STAR POST WITH WASHERS (Pack of 50)	2	\$13.72	\$27.44
MIDDLE ATLANTIC	MIDTBIT	BIT, STAR POST DRIVER	1	\$10.43	\$10.43
MIDDLE ATLANTIC	MIDEB1	1 SP (1 3/4") FLANGED ECONO-BLANK, BLACK POWDER COAT FINISH	3	\$6.59	\$19.77
MIDDLE ATLANTIC	MIDEB2	2 SP (3 1/2") FLANGED ECONO-BLANK, BLACK POWDER COAT FINISH	7	\$8.78	\$61.46
MIDDLE ATLANTIC	MIDS1	COVER, SECURITY 1 SPACE (1 3/4") LARGE PERFORATION PATTERN	2	\$23.60	\$47.20
MIDDLE ATLANTIC	MIDS2	COVER, SECURITY 2 SPACE	1	\$26.34	\$26.34
CABLES AND KITS	CCKRRA2U	2RU RECESSED RACK ADAPTER	1	\$39.01	\$39.01

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Mfg	Model	Description	Qty	Unit Price	Extended Price
MIDDLE ATLANTIC	MIDLBP15	ROUND LACING BARS WITH 1.5" OFFSET, 10 PC. PACK	1	\$60.37	\$60.37
		MISC MATERIALS			
TBD	TBD	MISC MATERIALS COST	1	\$2,064.34	\$2,064.34
				Subtotal	\$44,943.31

Room Support and Maintenance

Elite Maintenance Services - Room; 12-months

\$3,258.63

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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 regards 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 (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- 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.
- 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

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by AVI-SPL LLC ("Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 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 or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. 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 that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 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 Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

3.1 Seller 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 and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable 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 by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, 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. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys' fees). In the event of Buyer's default, Seller may also, 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 and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money

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security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation and Site Preparation

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

7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller'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 other reasonable expenses, may result.

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

8. Access to Project Site

8.1 The Buyer shall provide the Seller 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 Seller with free access to the installation site for the purpose of preparation for installation.

8.2 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.

9. Warranty

9.1 Seller warrants that:

(a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;

(b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

(c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and

(d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT 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.

10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, 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. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

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Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and (ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. 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, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party 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. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

15. Restocking Fees

In the event Buyer wishes to return any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for any and all third party cancellation/restocking fees incurred by Seller.

16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, 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, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's

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16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

17. Governing Law and Jurisdiction

17.1 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 conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the

non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys’ fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

18. Miscellaneous

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer’s acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer’s agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

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Addendum to General Terms and Conditions – Software License

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of control system integration and programming as more particularly described in this Addendum and the Proposal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. License Grant and Ownership

1.1 Seller hereby grants to Buyer a worldwide, perpetual, non - exclusive, non - transferable license to all Software for its use in connection with the establishment, use, maintenance and modification of the control system implemented by Seller. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the control system as delivered by Seller and accepted by Buyer.

1.2 Except as expressly set forth in this paragraph, Seller 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 the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to Seller or allow Seller to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by Seller for any purposes other than those associated with delivery of the control system.

2. Copies, Modification and Use

2.1 Buyer may make copies of the Software solely for archival purposes and as required for modifications to the control system in which such Software is implemented. All copies and distribution of the Software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the control system in which the Software is implemented. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use or distribution of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the control system for Buyer's internal business needs.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Seller or Seller's authorized personnel.

3. Warranties and Representations

3.1 the Software and all intellectual property therein, are original to Seller or its third party licensors; and

3.2 the Software, as delivered by Seller as part of the control system, will not infringe or otherwise violate the intellectual property rights of any third party.

4. Indemnification

4.1 Seller hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as delivered by Seller or any intellectual property therein infringes or otherwise violates any rights of any such third party. In no event will Seller have any obligations under this provision in the event such infringement results from (i) use of the Software or control system in which it is implemented in violation of this Software License, (ii) modification or alteration of the Software or the control system in which it is implemented by someone other than Seller or Seller's authorized personnel, (iii) content or specifications provided by Buyer, or (iv) use of the Software or control system in which it is implemented in combination with any other software, hardware, services or other materials other than as provided by Seller or authorized in the applicable manufacturer specifications.

4.2 Buyer hereby indemnifies and shall defend and hold harmless Seller, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and third party licensors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the Software in contravention of the grant of rights in this Software License infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

5. Term and Termination

This Software License will automatically terminate upon the disassembly of the control system in which the Software is implemented, unless the control system is reassembled in its original configuration in another location. Seller may terminate this Software License upon notice for Buyer's failure to comply with any of the terms set forth in this Software License. Upon termination, Buyer is obligated to immediately destroy the Software, including all copies and modifications.

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Addendum to General Terms and Conditions - Support and Maintenance Services

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum and the Support and Maintenance Services Description (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described in the Support and Maintenance Services Description and this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which 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 the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options; and

"Support and Maintenance Services Description" means that portion of the Proposal detailing the Services being purchased by Buyer.

2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

3. Services Orders

Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone Services, upon Seller's confirmation of Buyer's order, and shall continue for the term

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specified in the Proposal, unless earlier terminated. Installation projects containing multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

5. Services Availability

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding legal holidays.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

6. Third Party Services

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services.

7. Software Updates, Upgrades, and Options

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

8. Replacement Parts

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's direction within five (5) business days of receipt of the replacement part; otherwise,

Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

9. Service Level Agreement

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk's determination that a dispatch is required, Seller's field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer's room availability, the requirement for replacement parts, and the reliance on a Buyer's third-party.

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

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

10. Services Exclusions

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the 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; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyer-furnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller's prior written approval are

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at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

11. Charges and Payment Terms

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

12. Termination

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

13. Buyer Obligations

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.

(c) Buyer shall provide Seller's onsite managed services personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.

(d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.

(e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.

(f) Seller strongly recommends that Buyer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.

(g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action,

whether based in contract, tort, or any other theory.

14. Solicitation

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

15. Warranty and Limitation of Liability

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. 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.

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