

San Geronio Pass Water Agency

**DATE:** November 22, 2021

**TO:** Board of Directors

**FROM:** Lance Eckhart, General Manager

**BY:** Lance Eckhart, General Manager

**SUBJECT: AUDIO-VISUAL HEADQUARTERS UPGRADES**

### **RECOMMENDATION**

Staff recommends the Board accept the proposal for consulting services to perform a Headquarters Public Boardroom Conferencing Upgrade and authorize Staff to enter into a contract with AVI-SPL to complete the proposed work.

### **PREVIOUS CONSIDERATION**

- Board of Directors – June 21, 2021: Board of Directors adopted the FY 2021-22 General Fund Budget, including funds for Headquarters Audio-Visual upgrades.

### **BACKGROUND**

With the onset of Covid-19, the Agency has been conducting meetings remotely via Zoom. In-person meetings are being considered in the near future. To encourage participation and transparency, the Board has expressed a desire to have the ability to conduct "hybrid meetings" or the ability for stakeholders, invited speakers and others to participate in Agency meetings remotely.

Staff believes that hybrid participation in public meetings may become more widely accepted and possibly expected in the future. The Agency currently has a dated audio-visual solution for the Boardroom and little to no audio-visual capability in the Headquarters Conference Room. There is currently no ability to conduct hybrid public meetings, and group video conferencing at Agency Headquarters is practically non-existent.

### **ANALYSIS**

Staff reviewed other area public agencies' audio-visual solutions to help determine a practical solution that "fit" with the Agency's limited staff. Staff issued a *request for proposal* to several qualified firms. Two firms responded to the request. Staff selected AVI-SPL as having the best technical solution for the Headquarters audio-visual upgrades. The proposal from AVI-SPL is attached.

## **FISCAL IMPACT**

The FY 2021-22 General Fund Budget includes \$100,000 for Headquarters audio-visual upgrades. The proposed cost by AVI-SPL is \$145,551. It should be noted that as more detailed design work is initiated, costs and scope may be changed slightly. For this reason, Staff is recommending an approximate \$10,000 contingency be added to the recommended authorized contract (\$155,000 total).

It should also be noted that additional work associated with the Headquarters upgrades will need to be conducted. The upgrade will include the removal of some cabinets, associated wall repair, and the potential of adding power/data lines and carpet replacement if necessary. As part of the audio-visual update process, Staff will also present some updated boardroom furniture options to the Board.

Timing of the project will be subject to the availability of components and securing a contractor(s) for the additional associated work discussed above.

## **ACTION**

Motion to authorize Staff to enter into a contract with SPL-AVI for Headquarters audio-visual upgrades for a cost not to exceed \$155,000.

## **ATTACHMENTS**

1. AVI-SPL Proposal for Public Boardroom and Conferencing Upgrade

AudioVisual Solutions Proposal For

# San Geronio Pass Water Agency Public Boardroom Conferencing Upgrade



**AVI**  **SPL**®

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**Prepared By:** Jim Markus  
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**Proposal No:** 368735-2

## Investment Summary

Prepared For:	<b>Lance Eckhart</b>
	<b>San Geronio Pass Water Agency</b>
	<b>1210 Beaumont Avenue</b>
	<b>Beaumont, CA 92223-1506</b>

Prepared By:	<b>Jim Markus</b>
Date Prepared:	<b>10/17/2021</b>
Proposal #:	<b>368735-2</b>
Valid Until:	<b>11/17/2021</b>

<b>Total Equipment Cost</b>	<b>\$80,426.81</b>
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Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

<b>Professional Integration Services</b>	<b>\$50,870.00</b>
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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

<b>Direct Costs</b>	<b>\$0.00</b>
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Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

<b>General &amp; Administrative</b>	<b>\$3,080.75</b>
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Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

<b>Services - Room Support and Maintenance</b>	<b>\$4,578.11</b>
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Includes post-installation support and maintenance options selected for installed rooms

<b>Services - Device Maintenance</b>	<b>\$192.20</b>
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Includes post-installation maintenance options selected for installed devices

<b>Subtotal</b>	<b>\$139,147.87</b>
<b>Tax</b>	<b>\$6,402.36</b>
<b>Total</b>	<b>\$145,550.23</b>

**\* ANY and all applicable taxes will be included upon invoicing**

**Purchase orders should be addressed to AVI-SPL LLC**

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

Signed	Printed	Date
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# Scope of Work v2

for

## San Geronio Pass Water Agency

## AVI-SPL Solution Scope of Work

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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.

AVI-SPL has put together a package of solutions for the San Gorgonio Pass Water Agency per their RFP information to upgrade their existing A/V systems in their Boardroom and Conference Room. One main goal is to allow for the ability to have Zoom Meetings so that the Board may have a public meeting and include other interested parties to attend remotely via the Zoom video platform. Another fundamental feature is to ensure that these meetings are simple to get started with a one-button press.

### Boardroom

#### Design Narrative/Scope of Work

Hardware installation and general functionality or specifications. Equipment to be provided and installed by AVI-SPL unless otherwise specified.

- Install five (5) 82" UHD flat-panel displays on three different walls of the Boardroom, each fed with a networked A/V decoder from the A/V network based in the new A/V equipment rack (location TBD). Note that the system resolution will be limited to 1080P during Zoom meeting due to the Zoom Room codec. Local presentation from wired sources and an owner-furnished cable TV source (if provided by owner) can be at UHD resolutions.
- Install a Zoom codec appliance into a new A/V rack.
- Install three (3) static USB cameras above the wall displays at three locations capturing the 7 Board members at the Dais, the Staff Desk and the Visitor's Podium and area. These cameras feature a 70-degree lens with IntelliFrame auto-framing technology which can zoom in/out internally based on newer motion detection (as facial recognition can be hampered by facial masks).
- Install one 4-source USB switching hub for the camera selection into the Zoom meeting. Note that the USB hub is not a supported Zoom design and future functionality cannot be guaranteed, although Zoom has plans for up to 3 camera feeds and Smart Gallery.
- Install two (2) wired HDMI/USB networked presentation interfaces for Laptops under the Staff table to operate meetings and present content.
- Install one (1) wired HDMI networked presentation interface for Visitor laptop presentation during meetings.
- Re-use ten (10) existing gooseneck microphones and integrate them into a new DSP controlled sound system.
- Install two (2) new wireless microphones for visitor voice pickup during conference calls or for Q & A sessions.
- Install six (6) new ceiling speakers in white finish for audio playback for better distributed at lower overall volume levels.
- Re-use one (1) existing Marantz audio recorder. (Owner may also elect to record sessions through Zoom).
- Install one (1) 10" Zoom Room touch screen on the Staff table for Zoom meeting control for 1-button press to meeting. Note that the owner is responsible for obtaining a Zoom Room license for this room under their own account.
- The user interface is a standard program, created and maintained by Zoom, and consistent across all Zoom conference room clients and devices. This allows users familiar with Zoom, either on their desktop or mobile device, to easily start and manage meetings with little or no additional training.
- Provide a secondary wired touch screen connected to a Crestron control system processor for all other room A/V control functions as needed (location TBD, Staff table recommended). Only A/V systems equipment are to be controlled in this scope. Other items such as lights/shades/drapes may be added at extra interface hardware and programming costs.
- Install all central equipment in a free-standing 44-space equipment rack (location TBD).
- Install one (1) A/V-system specific Gigabit Managed Ethernet Switch with PoE for connection of all A/V network devices.
- Owner shall provide access to the internet at the A/V equipment rack with suitable bandwidth/throughput for the Zoom meetings.
- All electrical, conduits and standard Data cabling as required for a complete operating system as designed to be provided by others.
- Structural support as needed for new video displays to be provided by others.
- Zoom network settings to be provided by the Owner.



## Conference Room

### Design Narrative

- Install one 82" UHD display on the front wall of the room. Note that the system resolution will be limited to 1080P due to the Zoom codec.
- Install one (1) Crestron Flex for Zoom codec appliance behind the display.
- Install one (1) auto-framing USB camera above the display.
- Install one (1) combination Crestron Flex Mercury 7" touch panel, audio conference unit appliance on the table. This has a built-in interface for HDMI and USB extension that will be wired between the table and the display.
- When the USB cable is connected, this will provide the laptop with both connection to the display, as well as trigger BYOD mode on the Crestron Mercury. To stay in native Zoom mode, the Mercury unit needs to be set to remain in presentation mode.
- Zoom Room systems are self-contained presentation and collaboration systems designed to register to, and work directly with, the Zoom environment over the cloud.
- All operation of collaboration and room control functions is done through the provided touch interface. The user interface is a standard program, created and maintained by Zoom, and consistent across all Zoom conference room clients and devices. This allows users familiar with Zoom, either on their desktop or mobile device, to easily start and manage meetings with little or no additional training.
- Owner shall provide access to the internet behind the display with suitable bandwidth/throughput for the Zoom meetings.
- All electrical, conduits and standard Data cabling as required for a complete operating system as designed to be provided by others.
- Structural support as needed for new video displays to be provided by others.
- Zoom network settings to be provided by the Owner.

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

## 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 Colliers International 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:

### Client Network

Devices reside on the owner network and installed hardware is configured and deployed within the owner requirements and systems requirements. Common network segmentation may include:

- Grouping devices by traffic patterns.
- Grouping devices for security and safety.
- Grouping devices by traffic types.
- Grouping devices geographically.

\*\* 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 3<sup>rd</sup> 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.

## 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 interoperability 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.

Note: All Labor (Installation, Technical, Configuration, Project Management, etc.) contained in this quote is based on Regular Business Hours on weekdays – and excludes evenings, weekends, and Statutory Holidays.

Note: All instances of Client Input and Final Client Approval shall be limited to quantity 2 Design Cycles (Preliminary with one Revision). Should further revisions become necessary, they will be covered under a Change Order process.

## Room Summary - NETWORKED BOARDROOM

### Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<b><u>DISPLAY SYSTEMS</u></b>			
SAMSUNG	SAMQE82T	LCD, 82" 4K/UHD 300NIT LED 4000:1 83LB 16/7 LANDSCAPE WIFI	5	\$2,955.00	\$14,775.00
PREMIER MOUNTS	PREAM300B	MOUNT, UNIVERSAL SWINGOUT ARM FOR 40-60" LCD/PLASMA (BLACK)	5	\$426.47	\$2,132.35
CHIEF	CHIPAC526F	ENCLOSURE, WALL, 16 X 16, MTI-D, PRE/PST INST	5	\$111.32	\$556.60
CRESTRON	CREDMNVXD30	DECODER, DM 4K60 4:4:4 HDR NETWORK AV	5	\$688.24	\$3,441.20
CRESTRON	CRECBLHD6	CABLE, 6 FT HDMI INTERFACE CABLE	5	\$29.41	\$147.05
		<b><u>PRESENTATION SOURCES - WIRED - STAFF AND GUEST</u></b>			
OWNER FURNISHED	OFE	LAPTOP - HDMI (FLOOR BOX)	3	\$0.00	\$0.00
CRESTRON	CREDMNVX360	ENCODER/DECODER, DM NVX 4K60 4:4:4 HDR NETWORK AV AT STAFF DESK FOR PC CONTENT SHARING/PRESENTATION AND USB EXTENSION FOR BYOD MEETINGS.	2	\$794.12	\$1,588.24
CRESTRON	CREDMNVXE30	ENCODER, DM 4K60 4:4:4 HDR NETWORK AV AT GUEST PODIUM FOR LAPTOP SHARING/PRESENTATION	1	\$688.24	\$688.24
CRESTRON	CRECBLHD12	CABLE, 12 FT HDMI INTERFACE CABLE	4	\$41.18	\$164.72
OWNER FURNISHED	OFE	SBSRIPTION TV RECEIVER (HDMI)	1	\$0.00	\$0.00
CRESTRON	CREDMNVX360C	ENCODER/DECODER CARD, DM NVX 4K60 4:4:4 HDR NETWORK AV	1	\$794.12	\$794.12
CRESTRON	CRECBLHD6	CABLE, 6 FT HDMI INTERFACE CABLE	1	\$29.41	\$29.41
		<b><u>WEB CONFERENCING SYSTEM</u></b>			
CRESTRON	CREUCC100Z	CONFERENCE SYSTEM, FLEX VID INTERGRATION KIT FOR ZOOM ROOMS	1	\$2,744.71	\$2,744.71
CRESTRON	CREUCFLEXCAREC	SERVICE, PREMIUM FLEX SUPPORT FOR NEW C-SERIES SYSTEMS	1	\$294.12	\$294.12
CRESTRON	CRESWXIOCP3	SERVICE, 3 YEAR, XiO CLOUD PREM PROVISIONING/MGMT, 1 DEVICE	1	\$228.24	\$228.24
CRESTRON	CRESWXIOCEM	LICENSE, XiO CLOUD PROVISIONING/MGMT, ENDPOINT MGMT, 1 ROOM	36	\$2.94	\$105.84

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		<b>CAMERA SYSTEM</b>			
VADDIO INC	VAD99921100000W	CAMERA, INTELLISHOT AUTO TRACKING, 30X ZOOM	3	\$1,852.06	\$5,556.18
VADDIO INC	VAD9991005032	EXTENDER, USB 3.0 - N/A FOR USB 3.0 SEND	3	\$1,429.07	\$4,287.21
EXTRON ELECTRONICS	EXT60183401	SWITCHER, FOUR INPUT SUPERSPEED USB 10G FOR USB 3 SWITCHING OF CAMERAS TO ZOOM PC USB	1	\$817.65	\$817.65
		<b>MICROPHONE SYSTEM</b>			
TBD	OWNER-FURN EXISTING MICS	EXISTING GOOSENECK MICROPHONES AT DAIS AND STAFF DESK (Owner Furnished Equipment)	10	OFE	OFE
SHURE	SHUMXW2SM58	TRANSMITTER, HANDHELD W/ SM58 MICROPHONE	2	\$441.47	\$882.94
SHURE	SHUMXWNCS2	CHARGING STATION, 2-CH NETWORKED (1) FOR AUDIENCE VOICE CAPTURE, (1) PORTABLE/SPARE	2	\$460.47	\$920.94
SHURE	SHUMXWAPT2Z10	TRANSCIEVER, 2-CH ACCESS POINT	1	\$1,036.06	\$1,036.06
		<b>SPEAKER SYSTEM</b>			
CRESTRON	CRE SAROSIC6LPTWTEACH	SPEAKER, 6.5" 2-WAY IN-CEILING LOWPRO WHITE	6	\$164.71	\$988.26
		<b>AUDIO PROCESSING</b>			
QSC	QSCCORE110F	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU	1	\$2,588.24	\$2,588.24
QSC	QSCSLQSE110P	SOFTWARE LICENSE, Q-SYS CORE 110 SCRIPTING ENGINE, PERPETUAL	1	\$282.35	\$282.35
CROWN INTERNATIONAL	CRONCT475AUUS	AMPLIFIER, 4-CHAN COMTECH DRIVECORE, 75W	1	\$662.78	\$662.78
		<b>VIDEO PROCESSING</b>			
CRESTRON	CREDMFCI8	CARD CHASSIS, DM FOR DM-NVX-C & DMCF, 8 SLOTS	1	\$1,176.47	\$1,176.47
CRESTRON	CREDMNVX360C	ENCODER/DECODER CARD, DM NVX 4K60 4:4:4 HDR NETWORK AV DECODE OUT TO ZOOM PC FOR: (1) A/V STREAM AND USB FOR BYOD, (1) FOR CAMERA FEED TO PC VIA ADAPTER AND (1) TO AUDIO SYSTEM DSP. NOTE: DSP SENDS TO O.F.E. EXISTING MARANTZ RECORDER.	3	\$794.12	\$2,382.36
CRESTRON	CREDMNVX360C	ENCODER/DECODER CARD, DM NVX 4K60 4:4:4	2	\$794.12	\$1,588.24

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		HDR NETWORK AV FROM DUAL STREAM OUT OF ZOOM PC TO NVX DISTRO.			
CRESTRON	CRECBLHD6	CABLE, 6 FT HDMI INTERFACE CABLE	4	\$29.41	\$117.64
CRESTRON	CREDMNVXDIR80	SWITCH, DM NVX DIRECTOR VIRTUAL FOR 80 ENDPOINTS	1	\$2,941.18	\$2,941.18
CRESTRON	CRESWXIOCP1	LICENSE, 1 YEAR, XiO CLOUD PREM PROVISIONING/MGMT, 1 DEVICE	14	\$84.71	\$1,185.94
		<b>CONTROL SYSTEM</b>			
AVI-SPL	AVI-SPL	TOUCH PANEL, 10.1" TABLETOP, (PRICED WITH VTC SYSTEM)	1	\$0.00	\$0.00
CRESTRON	CRETSW1070WS	TOUCH SCREEN, 10.1" WALL MOUNT, WHITE SMOOTH	1	\$1,647.06	\$1,647.06
CRESTRON	CRECP4N	CONTROL SYSTEM, 4 SERIES	1	\$1,647.06	\$1,647.06
CISCO SYSTEMS	CISSG350-52MP-K9-NA	SWITCH, CISCO SG350-52MP 52-PORT GIGABIT MAX-POE MANAGED	1	\$2,028.24	\$2,028.24
		<b>EQUIPMENT HOUSING</b>			
MIDDLE ATLANTIC	MIDMRK4426AV	44 SPACE, 26" DEEP GANGABLE RACK CONFIGURED FOR	1	\$2,487.71	\$2,487.71
MIDDLE ATLANTIC	MIDRLNK1615V	POWER MODULE, 15A, 16 OUT, IP CTLR VPS	1	\$312.35	\$312.35
MIDDLE ATLANTIC	MIDRLNK915R	POWER MODULE, 15, 9 OUT, IP CTLR POWER	1	\$275.29	\$275.29
MIDDLE ATLANTIC	MIDU1V4	RACKSHELF, 1 SPACE VENTED, 4PK	2	\$139.24	\$278.48
MIDDLE ATLANTIC	MIDEB1CP12	12 PC. EB1 CONTRACTOR PACK, PANELS IN PLAIN POLY	1	\$77.82	\$77.82
MIDDLE ATLANTIC	MIDLBP1A	"L" SHAPED LACING BAR, 10 PC. PACK	1	\$30.18	\$30.18
MIDDLE ATLANTIC	MIDHP	SCREW, W/WASHER PHILLIPS 10-32 (100 PC)	1	\$19.59	\$19.59
				<b>Subtotal</b>	<b>\$63,908.06</b>

## Room Support and Maintenance

Elite Maintenance Services - Room; 12-months

**\$4,170.32**

## Device Maintenance

Mfg	Model	Description	Months	Qty	Unit Price	Extended Price
CISCO SYSTEMS	CISCON-SNT-SG35052A	SMARTNET 8X5XNBD, ONE YEAR, SG350-52MP 52-PORT GIGABIT MAX-P	12	1	\$192.20	\$192.20
					<b>Subtotal</b>	<b>\$192.20</b>

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<b>Equipment Total</b>	\$63,908.06
<b>Installation Materials</b>	\$6,685.75
<b>Professional Services</b>	\$42,630.00
<b>Direct Costs</b>	\$0.00
<b>General &amp; Administrative</b>	\$2,536.65
<b>Services - Room Support and Maintenance</b>	\$4,170.32
<b>Services - Device Maintenance</b>	\$192.20
<b>Subtotal</b>	<b>\$120,122.98</b>

For informational purposes only – all Purchase Orders must match Investment Summary details.

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## Room Summary - CONFERENCE ROOM

### Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<b>DISPLAY SYSTEMS</b>			
SAMSUNG	SAMQE82T	LCD, 82" 4K/UHD 300NIT LED 4000:1 83LB 16/7 LANDSCAPE WIFI	1	\$2,955.00	\$2,955.00
PREMIER MOUNTS	PREAM300B	MOUNT, UNIVERSAL SWINGOUT ARM FOR 40-60" LCD/PLASMA (BLACK)	1	\$426.47	\$426.47
CHIEF	CHIPAC525F	WALL ENCLOSURE, 16 X 9, MTI-D, PRE/PST INST	1	\$79.13	\$79.13
CRESTRON	CRECBLHD6	CABLE, 6 FT HDMI INTERFACE CABLE	1	\$29.41	\$29.41
		<b>WEB CONFERENCING SYSTEM</b>			
OWNER FURNISHED	OFE	LAPTOP (HDMI + USB)	1	\$0.00	\$0.00
CRESTRON	CREUCMX50Z	CONFERENCE SYSTEM, FLEX ADV TABLETOP MED ROOM VC FOR ZOOM	1	\$4,901.18	\$4,901.18
CRESTRON	CREUCFLEXCARE	SERVICE, PREMIUM FLEX SUPPORT FOR NEW M/MM/B/R-SERIES SYSTEM FOR 1 YEAR - RENEWS ANNUALLY.	1	\$176.47	\$176.47
CRESTRON	CRESWXIOCP3	SERVICE, 3 YEAR, XiO CLOUD PREM PROVISIONING/MGMT, 1 DEVICE	1	\$228.24	\$228.24
CRESTRON	CRESWXIOCEM	LICENSE, XiO CLOUD PROVISIONING/MGMT, ENDPOINT MGMT, 1 ROOM	36	\$2.94	\$105.84
		<b>AUDIO SYSTEM-BUILT INTO TABLETOP CONFERENCING DEVICE</b>			
		<b>CAMERA SYSTEM - HUDDLY IQ INCLUDED IN CRESTRON BUNDLE ABOVE</b>			
		<b>CONTROL SYSTEM-BUILT INTO TABLTOP CONFERENCING DEVICE</b>			
		<b>EQUIPMENT HOUSING - EQUIPMENT WILL BE HOUSED BEHIND DISPLAY</b>			
				<b>Subtotal</b>	<b>\$8,901.74</b>

### Room Support and Maintenance

Elite Maintenance Services - Room; 12-months

**\$407.79**

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<b>Equipment Total</b>	\$8,901.74
<b>Installation Materials</b>	\$931.26
<b>Professional Services</b>	\$8,240.00
<b>Direct Costs</b>	\$0.00
<b>General &amp; Administrative</b>	\$544.10
<b>Services - Room Support and Maintenance</b>	\$407.79
<b>Subtotal</b>	<b>\$19,024.89</b>

For informational purposes only – all Purchase Orders must match Investment Summary details.

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## Integration Inclusions & Exclusions

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### 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.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

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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# 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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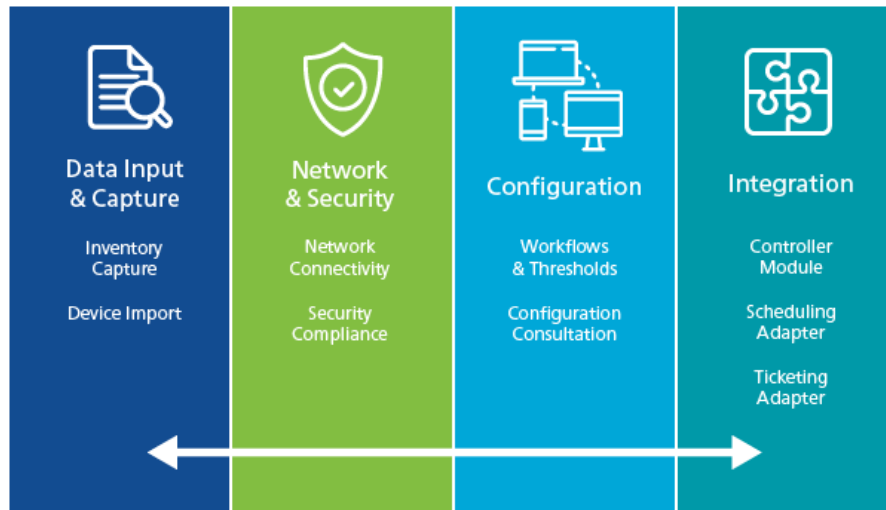


- **Account Manager (AM)** – responsible for the overall customer relationship, the account manager ensures AVI-SPL solutions meet customer business needs. Account managers provide life cycle relationship management, working to ensure the solution evolves with changing environments as well as with customer 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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## General Terms and Conditions

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### 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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## 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 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. Return/Cancellation Policy

In the event Buyer wishes to return, cancel, exchange or terminate 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 (i) any and all third party cancellation/restocking fees incurred by Seller and (ii) where applicable, return shipping costs. Buyer understands and agrees that Seller may be unable to return certain Products to the manufacturer for a full refund or payment of a cancellation/restocking fee, including but not limited to Products that are custom or semi-custom, Products that have been removed from their original packaging and Products that have been in the possession of Buyer or stored by Seller for Buyer for an extended period of time. If Buyer wishes to return, cancel, exchange or terminate a Product due to reasons outside of Seller's reasonable control and Seller is unable to return the Product to the manufacturer for refund of full Product price or payment of a cancellation/restocking fee, Buyer shall be responsible for paying Seller the full Product price. If the non-returnable Product is in Seller's possession or is in transit from Seller's manufacturer, Seller will, if requested by Buyer within ten (10) days of Buyer's notice of return/cancellation/exchange/termination, deliver the Product to Buyer within a reasonable period of time following Buyer's payment of the full Product price and shipping costs.

## 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

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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.

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 and, where applicable, return shipping costs, in accordance with Section 15. For any non-returnable items, Buyer shall pay Seller for the full Product price and, where applicable, shipping costs, 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 – Global Chip Shortage**

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Due to global semiconductor chip shortages, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Seller is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Seller will immediately bill Buyer upon placement of such order and Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. AVI-SPL will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to AVI-SPL's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.



## 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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