



GENERAL CONSTRUCTION AGREEMENT UTILIZING COOPERATIVE SERVICES

This General Construction Agreement Utilizing Cooperative Services ("Agreement") is entered into by the University of North Texas Health Science Center ("Owner") and Contractor as of the Effective Date for the Work described herein, in relation to the Project.

Contractor: Audio Visual Innovations, Inc.
Project: 2000168 EAD Classrooms 406 and 524
Purchasing Cooperative: TIPS
Cooperative Contract: Contract # 170306
Effective Date: Upon Execution of Purchase Order
Substantial Completion: April 30, 2020
Contract Value: \$261,622.69
Bond Amount: \$8,612.87

Contract Documents include:

- This Agreement including the Statement of Work and all exhibits/attachments listed or referenced;
- UNT System Uniform General Conditions for Construction and Design Contracts ("UGC");
- All Change Orders issued after the Effective Date of this Agreement;
- Drawings and Specifications related to the Project;
- The HUB subcontracting plan, as amended and approved by Owner; and
- Purchase Order Terms and Conditions

1. Work. The Statement of Work attached hereto describes the materials, supplies, equipment, and labor (collectively "Work") in sufficient detail to determine quantity, quality, and time for performance of the Work to complete the Project. Contractor shall furnish all Work as necessary and in sufficient quantities to facilitate the proper and expeditious execution of the Work in accordance with the Contract Documents and to complete the Project in a timely manner.
2. Pricing. Pricing will be in accordance with the Purchasing Cooperative Contract. The Pricing is hereby incorporated by reference.
3. Commencement of Work. Owner shall provide a Notice of Project Selection. Contractor shall have ten (10) days to provide all required insurance and bonds. Upon receipt, review, and approval of the insurance and bonds, Owner will issue its Purchase Order, which will act as Owner's Notice to Proceed (effective upon issuance unless a later date is specified by Owner) and will allow the site work to commence. No site work shall commence until the proper bonds and insurance are in place and Owner has issued its Purchase Order.
4. Completion of Work. Contractor shall complete the Work no later than the date of Substantial Completion. Only fully executed Change Orders may extend the Substantial Completion date. Issuance of the Substantial Completion Certificate and Final Completion Certificate will be in accordance with the UGC.
5. Owner's Representative. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

6. Contractor's Responsibilities.

- a. Contractor shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents specify other instructions. In such case, Contractor shall not be liable to Owner for damages resulting from compliance with such instructions unless Contractor recognized and failed to timely report to Owner any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures.
- b. Prior to commencing the Work, Contractor shall examine and compare the Drawings and Specifications with Contract Documents furnished by Owner, relevant field measurements made by Contractor, and any visible conditions at the site affecting the Work. Contractor acknowledges that it has visited or has had the opportunity to visit the site to visually inspect the general and local conditions, which could affect the Work.
 - i. Should Contractor discover any discrepancies, errors, omissions, or inconsistencies in the Contract Documents, Contractor shall promptly report them to Owner. It is recognized, however, that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect discrepancies, errors, omissions, or inconsistencies or to ascertain compliance with applicable laws and regulations, including building codes. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.
 - ii. Contractor shall have no liability for discrepancies, errors, omissions, or inconsistencies discovered under this section unless Contractor fails to promptly report a discovered or apparent discrepancy, error, omission, or inconsistency to Owner. This does not relieve Contractor of responsibility for its own discrepancies, errors, inconsistencies, or omissions.
- c. Contractor shall provide competent supervision for the performance of the Work. Before commencing the Work, Contractor shall notify Owner in writing of the name and qualifications of its proposed superintendent(s) and project manager so Owner may review the individual's qualifications. If, for reasonable cause, Owner refuses to approve the individual, or withdraws its approval after giving it, Contractor shall name a different superintendent or project manager for Owner's review. Any disapproved superintendent shall not perform in that capacity thereafter at the site. Contractor's superintendent(s) and project manager shall possess full authority to receive instructions from Owner and to act on those instructions. If Contractor changes its superintendent(s), project manager, or authority for those individuals, Contractor shall immediately notify Owner in writing.
- d. Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. Such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work or for compliance with applicable laws and regulations.
- e. Contractor shall regularly remove debris and waste materials at the site resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and any construction equipment, tools, machinery, waste, and surplus materials. Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Contractor shall remove from the site all construction equipment, tools, surplus materials, waste materials, and debris.
- f. Contractor shall:
 - i. proceed with the Work in a manner that does not hinder, delay, or interfere with the work of Owner or others or cause the work of Owner or others to become defective;
 - ii. afford Owner or others reasonable access for introduction and storage of their materials and equipment and performance of their activities; and

- iii. coordinate Contractor's Work with the work of Owner and others. Contractor shall facilitate the access of Owner, Design Professional, and others to Work in progress.
 - g. Unless otherwise provided in the Contract Documents, if the Work includes installation of materials or equipment furnished by Owner or others, it shall be the responsibility of Contractor to examine the items so provided and thereupon handle, store, and install the items with such skill as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Contractor shall be the responsibility of Contractor and may be deducted from any amounts due or to become due Contractor. Any defects discovered in such materials or equipment shall be reported at once to Owner. Following receipt of written notice from Contractor of defects, Owner shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defects.
 - h. Contractor shall comply with all applicable laws and regulations at its own costs. Contractor shall be liable to Owner for all loss, cost, or expense attributable to any acts or omissions by Contractor, its employees, subcontractors, and agents for failure to comply with applicable laws and regulations, including fines, penalties, or corrective measures.
7. **Subcontracts.** Subcontractors shall be qualified and experienced in the type of Work they will be performing. Owner shall have the right to reject any subcontractor, but such right shall not relieve the responsibility of the Contractor for Contractor's Work and the Work of the subcontractors. Contractor expressly assumes such responsibility and liability. Contractor shall enforce safety procedures, strict discipline, and good order among persons performing the Work.
8. **Payment.** Contractor shall submit an invoice to Owner with sufficient documentation, as determined by Owner, to substantiate the Work complete at the time of billing. Owner shall render payment in accordance with the UGC. Owner will make progress payments based on the UGC and Applications for Payment submitted by Contractor.
9. **Warranty.** Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor further warrants that the Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty shall commence on the Date of Substantial Completion of the Work.
- a. Contractor shall obtain from its Subcontractors and Material Suppliers any special or extended warranties required by the Contract Documents. Contractor's liability for such warranties shall be limited to a one-year period. After that period, Contractor shall provide reasonable assistance to Owner in enforcing the obligations of Subcontractors or Material Suppliers for such extended warranties.
 - b. If Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from Owner prior to final payment, Owner may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Contractor. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.
 - c. If Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, Contractor shall be responsible for the cost of correcting the destroyed or damaged property.
10. **INDEMNIFICATION. CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS OWNER, AND ITS COMPONENT INSTITUTIONS, REGENTS, ELECTED AND APPOINTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY, AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR**

BODILY INJURY, DEATH, OR PROPERTY DAMAGE, MADE UPON OWNER DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THE CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, OR ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT, REPRESENTATIVE, CONSULTANT, OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THE CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH DOES NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF OWNER OR SEPARATE CONTRACTORS IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 11. Records. Records of Contractor's Project costs, reimbursable expenses, and payments shall be kept on a generally recognized accounting basis and made available to Owner or its authorized representative during business hours for audit or other purposes as determined by Owner. Such records shall be maintained by Contractor and shall be available to Owner or authorized representative for a period of at least three years after the provision of Contractor's Work. Financial records shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by Owner or its authorized representative on reasonable notice.
- 12. Notices All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:
 Vice President of Operations
 UNT Health Science Center
 3500 Camp Bowie Blvd.
 Fort Worth, TX 76107

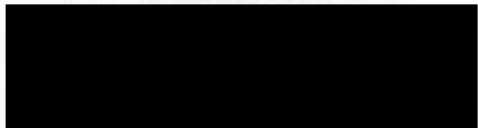
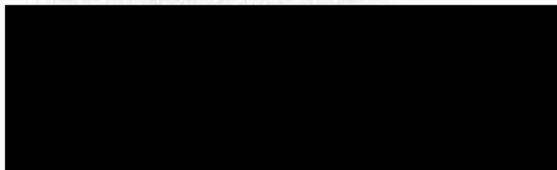
If to Contractor:
 Austin Figueroa
 Audio Visual Innovations, Inc.
 13859 Diplomat Drive
 Dallas, Texas 75234

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

IN WITNESS WHEREOF, intending to be bound, the parties have entered into this General Construction Agreement Utilizing Cooperative Services as of the Effective Date.

OWNER:
 UNIVERSITY OF NORTH TEXAS
 HEALTH SCIENCE CENTER

CONTRACTOR:
 Audio Visual Innovations, Inc.



Title:
 Address: 13859 Diplomat Drive
 Dallas, Texas 75234
 Phone: 972-243-4422
 Texas Vendor I.D. #: 74657



UNT UNT HEALTH SCIENCE CENTER UNT DALLAS UNT SYSTEM ADMINISTRATION

APPROVED FORM

To:



Copy To:

Approved Form: **General Construction Agreement (for use with Co-ops)**

Approved Use: Operations, UNTHSC

Approval Date: November 27, 2018

Approval To: Agreements entered into and signed before December 31, 2020

Approved By:



The referenced form has been reviewed by the Office of General Counsel for legal sufficiency and is approved for use as an Approved Form. You may use this Approved Form as a contract form exempt from further individualized legal review, provided that the following procedures are followed:

Business information specific to a particular transaction (i.e. names, dates, etc.) should be inserted into the text fields of the Approved Form. If changes are made other than inserting transaction-specific data into the text fields of the Approved Form, the revised agreement must be submitted to the Office of General Counsel for legal review and approval prior to signature.

If the terms of the Approved Form otherwise remain unchanged and there is no expenditure of funds associated with the contract, no further legal review is required and the agreement may be routed for signature. If the agreement requires the expenditure of funds, it must be processed with a requisition and approved by UNT System Business Service Center Procurement Services.

In order to be effective and legally binding, any agreement created with an Approved Form must be signed by an administrator having appropriate signature authority to bind the contracting institution. If there is any question concerning authority to sign an agreement, please contact the Office of General Counsel.

Use of this form after the Approval Date without further legal review prior to signature is prohibited. If continued use as an Approved Form is desired, please contact the Office of General Counsel approximately 90 days prior to expiration of this approval to request review and extended approval.

Please retain an electronic copy of this Approval Memo with a blank copy of the attached Approved Form through the Approval Date. You should include a copy of this Approval Memo with any Approved Form you submit for signature.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

Approved
self-performing
HUB 0%
1/17/20

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: AUDIO VISUAL INNOVATIONS, INC. State of Texas VID #: 1591958935600

Point of Contact: [REDACTED]

E-mail Address: [REDACTED]

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: AUDIO VISUAL INNOVATIONS, INC. Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: AUDIO VISUAL INNOVATIONS, INC. Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

WE WILL PERFORM ALL WORK RELATING TO THE PROCUREMENT AND INSTALLATION OF THIS PROJECT WITH OUR FULL TIME EMPLOYEES. WE HAVE 75+ FULL TIME EMPLOYEES IN OUR DALLAS OFFICE AND HAVE THE APTITUDE AND BANDWIDTH TO SUPPORT THIS PROJECT.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

[Redacted Signature]

01/17/2020

Printed Name

Title

Date
(mm/dd/yyyy)

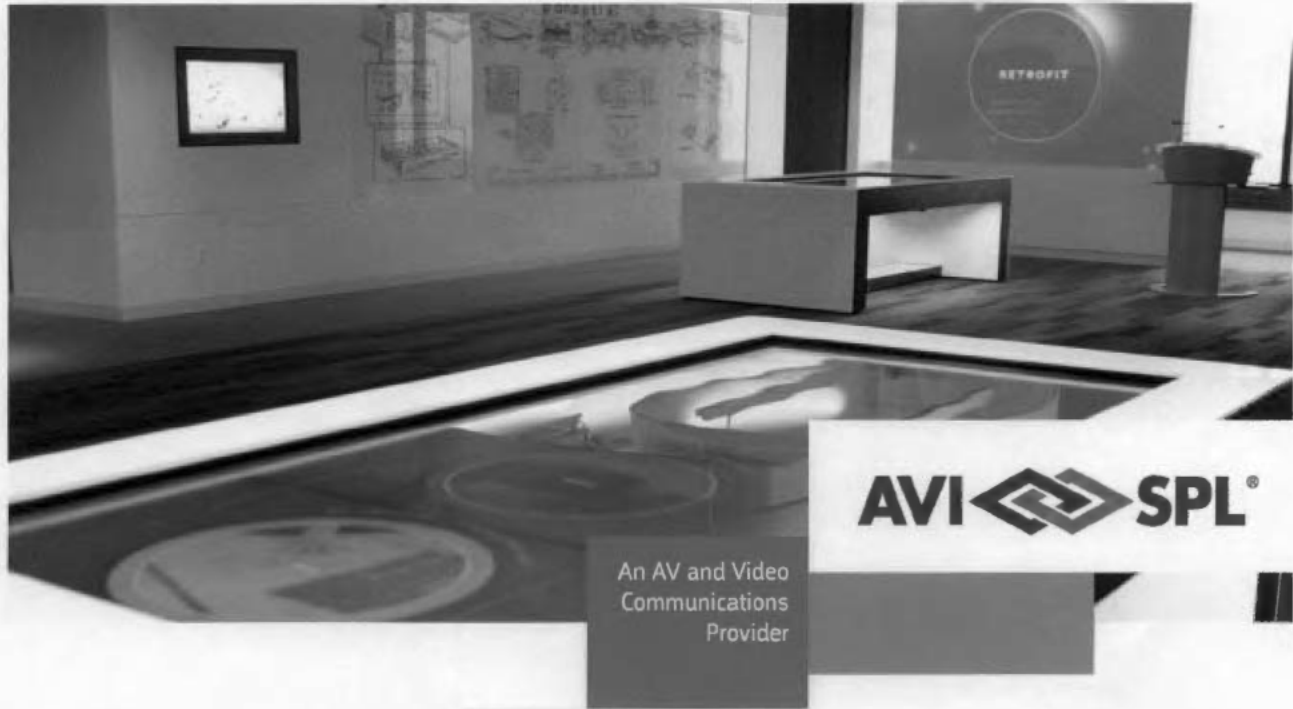
Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

AudioVisual Solutions Proposal For

UNT Health Science Center (UNTHSC)

UNT EAD 406 & 542 - TIPS CONTRACT 170306



AVI  SPL®

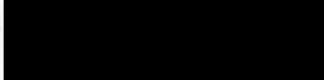
An AV and Video
Communications
Provider

AVI  SPL®

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

13859 Diplomat Drive
Suite 180
Dallas, TX 75234

www.avispl.com

Prepared By: 

Proposal No: 321709-1



Executive Summary

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

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

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

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

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

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

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



The AVI-SPL Process

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

Proposal and Systems Design

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

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

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

AVI-SPL Project Delivery Process Flow

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

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

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

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



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

During project delivery the Customer will:

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

Project Coordination and Site Installation:

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

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

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

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

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

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- Correcting site specific problems as they are detected.

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

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

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

Change Management

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

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

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

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

Training, System Turnover and Project Completion

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

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

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



AVI-SPL Support and Maintenance Offering Overview

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

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

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

Essential (Time & Materials)

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

Billable Offerings:

- Remote Help Desk, 24x7
- Onsite Technical Dispatch
- Specialist Remote Support
- 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.

Elite

- Offers unlimited onsite technical dispatch.
- Offers unlimited remote help desk support – available 24x7x365.
- Facilitates and performs the repair or replacement programs 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 Elite offering are requested

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AVI-SPL Global Support Plus Options

PLUS Options are available at an additional cost.

Our Global Support Plus Options are additions to the Global Support, 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 enhanced onsite response time to get spaces up and running. Add one or multiple options to enable the flexibility needed.

PLUS Offerings

Extended Hardware Warranty	Corrective Maintenance Visit
Enhanced Onsite Response: 4 Hour or Next Business Day*	Loaner Equipment
Preventative Maintenance Visit	Consumable Replacement
<p>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.</p> <p><small>*Owner Furnished Equipment not Included</small></p>	<p>Corrective Maintenance Visit Onsite maintenance visits that 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.</p>
<p>Enhanced Onsite Response Optional Next Business Day or 4 Hour onsite response (each purchased separately) provide the fastest response possible to keep mission critical situations from escalating.</p> <p><small>*Not available in all areas. Subject to AVI-SPL approval</small></p>	<p>Loaner Equipment We reduce down time by keeping rooms fully functional while a final repair is executed. We provide a functionally equivalent piece of equipment.</p> <p><small>*Not available in all areas. Subject to AVI-SPL approval</small></p>
<p>Preventative Maintenance Check Discover a potential issue before a meeting. Onsite visits that work around scheduled use of space to ensure equipment is kept in optimal operating conditions. Onsite technicians complete a standard checklist, and make recommendations to enhance reliability, features, and security.</p>	<p>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).</p> <p><small>*Not available in all areas. Subject to AVI-SPL approval</small></p>

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Investment Summary

Prepared For: Eric Carrillo	Prepared By: [REDACTED]
UNT Health Science Center (UNTHSC)	Date Prepared: 02/05/2020
EAD 600D	Proposal #: 321709-1
3500 Camp Bowie Blvd.	Valid Until: 04/06/2020
Fort Worth, TX 76107	

Total Equipment Cost \$159,996.89

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

Professional Integration Services \$68,680.00

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

Direct Costs \$0.00

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

General & Administrative \$8,612.87

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

Services - Room Support and Maintenance \$24,332.93

Includes post-installation support and maintenance options selected for installed rooms

Subtotal	\$261,622.69
Tax	Exempt (*)
Total	\$261,622.69

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to Audio Visual Innovations, Inc.

Signed _____

Printed _____

Date _____

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UNT HSC
Fort Worth, Texas
Audio Visual Proposal



February 5, 2020

EAD 406 – includes P&P Bond

Display Equipment

AVI will provide and install (1) 119" 16:9 format electric ceiling screen and (1) 7,000 lumen WUXGA laser projector.
AVI will provide and install (11) 65" TV's with wall mounts to meet ADA.

Video Equipment

AVI will provide and install a new Crestron 16x16 DM matrix to route the following sources...

Inputs:

1. HDMI #1 wall plate
2. HDMI #2 wall plate
3. HDMI #3 wall plate
4. HDMI #4 wall plate
5. HDMI #5 wall plate
6. HDMI #6 wall plate
7. HDMI #7 wall plate
8. HDMI #8 wall plate
9. HDMI #9 wall plate
10. HDMI #10 wall plate
11. HDMI #11 wall plate
12. HDMI at lectern top (lectern is tethered to nearby rack)
13. Mersive wireless presentation device
14. OFE PC for web conferencing
 - a. AVI will provide and install (1) PTZ camera at the front of the room and (1) PTZ camera at the back of the room

Audio Equipment

AVI will install a new QSC DSP, (12) ceiling speakers, (3) wireless handheld microphones and (1) lapel microphone. The system will be used for in-room presentations and web conferencing calls.

Control Equipment

AVI will install a 10" touch panel at the lectern. Control features include but are not limited to...

- System On/Off
- Source Selection (matrix routing)
 - Wall Plates #1 - #11
 - Lectern HDMI
 - Mersive
 - PC (Web Conference)
- Microphone Control
- Volume Control
- Fusion Hooks

Miscellaneous Equipment

AVI will provide a new Spectrum eLift lectern and a 25U AV rack. The rack will reside in the corner of the room. All cables, connectors and adapters required to complete the system are included.



UNT HSC
Fort Worth, Texas
Audio Visual Proposal

UNT HEALTH
SCIENCE CENTER

February 5, 2020

EAD 524 – includes P&P Bond

Display Equipment

AVI will provide and install (2) 75" TV's with wall mounts to meet ADA.
AVI will provide and install (4) 65" TV's with wall mounts to meet ADA.

Video Equipment

AVI will provide and install a new Crestron 16x16 DM matrix to route the following sources...

Inputs:

1. HDMI #1 wall plate
2. HDMI #2 wall plate
3. HDMI #3 wall plate
4. HDMI #4 wall plate
5. HDMI #5 wall plate
6. HDMI #6 wall plate
7. HDMI at lectern top (lectern is tethered to nearby rack)
8. Mersive wireless presentation device
9. OFE PC for web conferencing
 - a. AVI will provide and install (1) PTZ camera at the front of the room and (1) PTZ camera at the back of the room

Audio Equipment

AVI will install a new QSC DSP, (8) ceiling speakers, (3) wireless handheld microphones and (1) lapel microphone. The system will be used for in-room presentations and web conferencing calls.

Control Equipment

AVI will install a 10" touch panel at the lectern. Control features include but are not limited to...

- System On/Off
- Source Selection (matrix routing)
 - Wall Plates #1 - #6
 - Lectern HDMI
 - Mersive
 - PC (Web Conference)
- Microphone Control
- Volume Control
- Fusion Hooks

Miscellaneous Equipment

AVI will provide a new Spectrum eLift lectern and a 25U AV rack. The rack will reside in the corner of the room. All cables, connectors and adapters required to complete the system are included.





Room Summary - EAD 406

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		DISPLAY			
EPSON AMERICA, INC.	EPSV11H940020	PROJECTOR, WUXGA 7000 LUMEN 35LB 2500K:1 LASER W/L (L1070U)	1	\$6,634.67	\$6,634.67
DA-LITE SCREEN COMPANY	DAL92618LS	SCREEN, 58"X 104" ADVANTAGE ELECTROL HDTV - MATTE WHITE	1	\$2,521.85	\$2,521.85
CHIEF	CHIRPAUW	MOUNT, UNIVERSAL "RPA" SERIES CEILING - WHITE	1	\$126.56	\$126.56
CHIEF	CHICMA440	8" X 24" SUSPENDED CEILING KIT	1	\$74.81	\$74.81
CHIEF	CHICMS003W	FIXED EXTENSION COLUMN 3" - WHITE	1	\$9.20	\$9.20
CHIEF	CHICMA640W	DECORATIVE TRIM RING - WHITE	1	\$11.40	\$11.40
SAMSUNG	SAMQB65R	LCD, 65" 4K/UHD 350NIT 56LB 6000:1 CONT - (NON-TAA)	11	\$1,224.00	\$13,464.00
CHIEF	CHILTM1U	MOUNT, MICRO ADJUST TILT WALL MOUNT, LARGE	11	\$204.79	\$2,252.69
		VIDEO			
CRESTRON	CREDMMD16X16CPU3	16X16 DigitalMedia SWITCHER	1	\$5,375.00	\$5,375.00
CRESTRON	CREDMC4KZC	INPUT CARD, DIGITAL MEDIA 8G+ 4K60 4:4:4 HDR FOR DM SWITCHER	12	\$687.50	\$8,250.00
CRESTRON	CREDMC4KZHD	INPUT CARD, HDMI 4K60 4:4:4 HDR FOR DM SWITCHERS	4	\$500.00	\$2,000.00
CRESTRON	CREDMC4KZCOHD	OUTPUT CARD, 2-CH DIGITALMEDIA 8G+ 4K60 4:4:4 HDR FOR DM SWI	7	\$812.50	\$5,687.50
CRESTRON	CREDMC4KZHDO	OUTPUT CARD, 2-CHAN HDMI 4K60 4:4:4 HDR SCALING FOR DM SWITC	1	\$1,125.00	\$1,125.00
CRESTRON	CREDMTX4K100C1GWT	TRANSMITTER, 4K DigitalMedia 8G+ WALLPLATE (WHITE TEXTURED)	12	\$437.50	\$5,250.00
CRESTRON	CREDMRMC4KZ100C	RECEIVER/ROOM CONTROLLER, DM 8G+ 4K60 4:4:4 HDR 100	13	\$562.50	\$7,312.50
MERSIVE	MERSP8000E3	SOFTWARE, SOLSTICE POD GEN3 UNLIMITED W/3YR SUBSCRIPTION	1	\$1,697.73	\$1,697.73
QSC	QSCPTZ12X72	CAMERA, PTZ 12X OPTICAL ZOOM 72 DEGREE HORIZONTAL, 12V, GY	2	\$3,333.33	\$6,666.66
OFE	OFE	OFE PC	1	\$0.00	\$0.00
		AUDIO			
QSC	QSCCORE110F	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU	1	\$2,666.67	\$2,666.67
QSC	QSCSPA260	AMPLIFIER, 2 CHANNEL 1/2 RU, ENERGY STAR	1	\$446.67	\$446.67
CRESTRON	CRESAROSIC6TWTEACH	SPEAKER, 6.5" SAROS 2-WAY IN-CEILING, WHT	12	\$143.75	\$1,725.00

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		(ORDER IN PAIRS)			
SHURE	SHUMXWAPT4Z10	TRANSCEIVER, 4-CH ACCESS POINT	1	\$2,301.53	\$2,301.53
SHURE	SHUMXWNC54	CHARGING STATION, 4CH NETWORKED	1	\$1,203.33	\$1,203.33
SHURE	SHUMXW25M58Z10	TRANSMITTER, HANDHELD W/ SM58 MICROPHONE	3	\$500.33	\$1,500.99
SHURE	SHUMXW1OZ10	TRANSMITTER, BODYPACK W/INTERGRATED OMNIDIRECTIONAL MICROPHO	1	\$487.67	\$487.67
SHURE	SHUWL185	MICROFLEX CARDIOID LAVALIER MICROPHONE	1	\$105.13	\$105.13
		CONTROL			
CRESTRON	CRETSW1060BS	TOUCH SCREEN, 10" SURFACE MOUNT - BLACK SMOOTH	1	\$1,500.00	\$1,500.00
CRESTRON	CRETSW1060TTKBS	TABLE TOP KIT FOR TSW-1060, BLACK SMOOTH	1	\$156.25	\$156.25
CRESTRON	CRECP3N	CONTROL PROCESSOR, 3 SERIES	1	\$1,625.00	\$1,625.00
PAKEDGE DEVICE & SOFTWARE	PAKSX24P8	SWITCH, 24 PORT MANAGED SWITCH, 8 PORTS POE+	1	\$1,033.33	\$1,033.33
		MISC			
MIDDLE ATLANTIC	MIDBGR25SA27	RACK, 25 SPACE 27" DEEP STAND ALONE BGR	1	\$792.00	\$792.00
MIDDLE ATLANTIC	MIDBGRRR25	RACK, 25-SPACE ADDITIONAL RAIL KIT FOR BGR (PAIR)	1	\$77.40	\$77.40
MIDDLE ATLANTIC	MIDBPF25	FRONT DOOR, 25 SPACE PLEXIGLASS	1	\$270.00	\$270.00
MIDDLE ATLANTIC	MIDBGR276FT	FAN TOP, INTEGRATED 276 CFM DC, INCLUDES 4 FANS	1	\$302.40	\$302.40
MIDDLE ATLANTIC	MIDCBSBGR	SKIRTED WHEELBASE, FITS BGR SERIES, INCLUDES CASTERS	1	\$142.80	\$142.80
MIDDLE ATLANTIC	MIDPDT1615CNS	POWER STRIP, 16 OUTLET SINGLE 15 AMP THIN FOR RACKS W/G PWR	2	\$133.80	\$267.60
SURGEX	SURUPS1000OL	UPS, 2RU 1000 VA ONLINE, 6 OUTLET 15A	1	\$1,158.07	\$1,158.07
SPECTRUM INDUSTRIES INC	SPE55285FMBTW	LECTERN,FREEDOM, XRS RIGHT W/OVERBRIDGE CONTROL,TW,MAPLE/BLK	1	\$1,906.80	\$1,906.80
Subtotal					\$88,128.21

Room Support and Maintenance

Elite Maintenance Services - Room; 36-months

\$14,038.82



Room Summary - EAD 524

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		DISPLAY			
SAMSUNG	SAMQB75R	LCD, 75" 4K/UHD 350NIT 94LB 4000:1 CONTRAST	2	\$2,448.00	\$4,896.00
CHIEF	CHIXTM1U	MOUNT, FUSION MICRO-ADJ TILT WALL MOUNT, EXTRA LARGE	2	\$275.86	\$551.72
SAMSUNG	SAMQB65R	LCD, 65" 4K/UHD 350NIT 56LB 6000:1 CONT - (NON-TAA)	4	\$1,224.00	\$4,896.00
CHIEF	CHILTM1U	MOUNT, MICRO ADJUST TILT WALL MOUNT, LARGE	4	\$204.79	\$819.16
		VIDEO			
CRESTRON	CREDMMD16X16CPU3	16X16 DigitalMedia SWITCHER	1	\$5,375.00	\$5,375.00
CRESTRON	CREDMC4KZC	INPUT CARD, DIGITAL MEDIA 8G+ 4K60 4:4:4 HDR FOR DM SWITCHER	7	\$687.50	\$4,812.50
CRESTRON	CREDMC4KZHD	INPUT CARD, HDMI 4K60 4:4:4 HDR FOR DM SWITCHERS	4	\$500.00	\$2,000.00
CRESTRON	CREDMC4KZCOHD	OUTPUT CARD, 2-CH DIGITALMEDIA 8G+ 4K60 4:4:4 HDR FOR DM SWI	7	\$812.50	\$5,687.50
CRESTRON	CREDMC4KZHDO	OUTPUT CARD, 2-CHAN HDMI 4K60 4:4:4 HDR SCALING FOR DM SWITC	1	\$1,125.00	\$1,125.00
CRESTRON	CREDMTX4K100C1GWT	TRANSMITTER, 4K DigitalMedia 8G+ WALLPLATE (WHITE TEXTURED)	7	\$437.50	\$3,062.50
CRESTRON	CREDMRMC4KZ100C	RECEIVER/ROOM CONTROLLER, DM 8G+ 4K60 4:4:4 HDR 100	7	\$562.50	\$3,937.50
MERSIVE	MERSP8000E3	SOFTWARE, SOLSTICE POD GEN3 UNLIMITED W/3YR SUBSCRIPTION	1	\$1,697.73	\$1,697.73
QSC	QSCPTZ12X72	CAMERA, PTZ 12X OPTICAL ZOOM 72 DEGREE HORIZONTAL, 12V, GY	2	\$3,333.33	\$6,666.66
OFE	OFE	OFE PC	1	\$0.00	\$0.00
		AUDIO			
QSC	QSCCORE110F	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU	1	\$2,666.67	\$2,666.67
QSC	QSCSPA260	AMPLIFIER, 2 CHANNEL 1/2 RU, ENERGY STAR	1	\$446.67	\$446.67
CRESTRON	CREAROSIC6TWTEACH	SPEAKER, 6.5" SAROS 2-WAY IN-CEILING, WHT (ORDER IN PAIRS)	8	\$143.75	\$1,150.00
SHURE	SHUMXWAPT4Z10	TRANSCIVER, 4-CH ACCESS POINT	1	\$2,301.53	\$2,301.53
SHURE	SHUMXWNCS4	CHARGING STATION, 4CH NETWORKED	1	\$1,203.33	\$1,203.33
SHURE	SHUMXW25M58Z10	TRANSMITTER, HANDHELD W/ SM58 MICROPHONE	3	\$500.33	\$1,500.99
SHURE	SHUMXW1OZ10	TRANSMITTER, BODYPACK W/INTERGRATED	1	\$487.67	\$487.67

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		OMNIDIRECTIONAL MICROPHO			
SHURE	SHUWL185	MICROFLEX CARDIOID LAVALIER MICROPHONE	1	\$105.13	\$105.13
		CONTROL			
CRESTRON	CRETSW1060BS	TOUCH SCREEN, 10" SURFACE MOUNT - BLACK SMOOTH	1	\$1,500.00	\$1,500.00
CRESTRON	CRETSW1060TTKBS	TABLE TOP KIT FOR TSW-1060, BLACK SMOOTH	1	\$156.25	\$156.25
CRESTRON	CRECP3N	CONTROL PROCESSOR, 3 SERIES	1	\$1,625.00	\$1,625.00
PAKEDGE DEVICE & SOFTWARE	PAKSX24P8	SWITCH, 24 PORT MANAGED SWITCH, 8 PORTS POE+	1	\$1,033.33	\$1,033.33
		MISC			
MIDDLE ATLANTIC	MIDBGR25SA27	RACK, 25 SPACE 27" DEEP STAND ALONE BGR	1	\$792.00	\$792.00
MIDDLE ATLANTIC	MIDBGRRR25	RACK, 25-SPACE ADDITIONAL RAIL KIT FOR BGR (PAIR)	1	\$77.40	\$77.40
MIDDLE ATLANTIC	MIDBPF25	FRONT DOOR, 25 SPACE PLEXIGLASS	1	\$270.00	\$270.00
MIDDLE ATLANTIC	MIDBGR276FT	FAN TOP, INTEGRATED 276 CFM DC, INCLUDES 4 FANS	1	\$302.40	\$302.40
MIDDLE ATLANTIC	MIDCBSBGR	SKIRTED WHEELBASE, FITS BGR SERIES, INCLUDES CASTERS	1	\$142.80	\$142.80
MIDDLE ATLANTIC	MIDPDT1615CNS	POWER STRIP, 16 OUTLET SINGLE 15 AMP THIN FOR RACKS W/G PWR	2	\$133.80	\$267.60
SURGEX	SURUPS1000OL	UPS, 2RU 1000 VA ONLINE, 6 OUTLET 15A	1	\$1,158.07	\$1,158.07
SPECTRUM INDUSTRIES INC	SPE55285FMBTW	LECTERN,FREEDOM, XRS RIGHT W/OVERBRIDGE CONTROL,TW,MAPLE/BLK	1	\$1,906.80	\$1,906.80
Subtotal					\$64,620.91

Room Support and Maintenance

Elite Maintenance Services - Room; 36-months

\$10,294.11



Integration Inclusions & Exclusions

Inclusions

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

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

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

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

Exclusions

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

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

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General Terms and Conditions

1. Applicability of Terms

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 Audio Visual Innovations, Inc. or Signal Perfection Ltd. (as applicable, "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 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 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: 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 whatsoever 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. In the event of Buyer's default, Seller may, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

6. Title 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 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.

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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 the sale 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

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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.

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

Neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

15. Restocking Fees

In the event Buyer wishes to return any Products based on reasons outside of Seller's control, including but not limited to Buyer's termination of this Agreement or any portion thereof for its convenience, Buyer agrees to reimburse Seller for any and all third party restocking fees incurred by Seller that cannot be reasonably mitigated.

16. Termination

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

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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 for any third party restocking/cancellation fees in accordance with Section 15.

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

17. Governing Law and Jurisdiction

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF

ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

18. Miscellaneous

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

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

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.4 shall be null and void.

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

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

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Addendum to General Terms and Conditions – Software License

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

1. License Grant and Ownership

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

1.2 Except as expressly set forth in this paragraph, Seller shall at all times own all intellectual property rights to the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.

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

2. Copies, Modification and Use

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

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

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

3. Warranties and Representations

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

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

4. Indemnification

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

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

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

5. Term and Termination

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

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Addendum to General Terms and Conditions - Support and Maintenance Services

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

1. Definitions

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

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

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

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

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

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

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

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

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

2. Services Description

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

3. Services Orders

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

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

4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone

Services, upon Seller's confirmation of Buyer's order, and shall continue for the term 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

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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.

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

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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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February 6, 2020

Audio Visual Innovations, Inc.
13859 Diplomat Drive
Dallas, Texas 75234

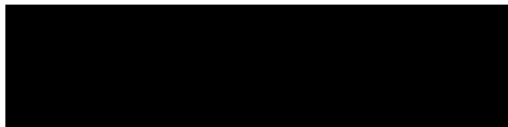
Re: Notice of Award for EAD Classrooms 406 & 524
Amount of Award - \$261,622.69
UNTHSC Project # 2000168

Dear 

Please accept this as your Notice of Award for the above referenced project. Once we have your Payment and Performance Bond your purchase order will be dispatched to your company. Once you have the proper authorization you will be allowed to begin the project.

If you have any questions, please feel free to contact me.

Sincerely,



University of North Texas Health Science Center
Facilities Management Department Construction Services
3416 Darcy Street FMB-103
Fort Worth, Texas 76107





THE INTERLOCAL PURCHASING SYSTEM

“PURCHASING MADE PERSONAL”



HOME CONTRACTS MEMBERSHIP VENDORS SOLICITATIONS ABOUT US



EMAIL PURCHASE ORDER TO: TIPSP0@TIPS-USA.COM
ATTACH PO AS A PDF – ONLY ONE PO PER EMAIL
PO MUST REFERENCE TIPS CONTRACT NUMBER

OVERVIEW

DUE DILIGENCE

CONTACTS

FINANCIAL SERVICES

PRINT PROFILE

RESELLERS

VENDOR AVI-SPL

WEBSITE www.avispl.com

SERVICE/PRODUCTS AVI-SPL, Inc. designs, builds, integrates and supports video collaboration, AV and system control solutions that improve communications for every type of organization. By delivering better connections, we help you improve the way you operate.

DESCRIPTION

AWARDED CONTRACTS

CONTRACT: **1121914** Audio Visual Equipment and Supplies
Dec-19-2014 to Dec-19-2017

CONTRACT: **170306** Technology Solutions, Products and Services
May-26-2017 to May-22-2020

CONTRACT: **161101** Interactive Presentation Systems
Feb-23-2017 to Feb-27-2020