

Proposal To:

University of North Texas System

NAVETECH SOLUTIONS, LLC.

For:

University of North Texas System - Thirteen Initial Licenses

July 29, 2019

OVERVIEW

Navetech provides technology solutions and services to commercial retail, office and educational spaces. Specific to your needs, we build and support custom digital signage networks to help our clients effectively convey key messaging to organizational stakeholders, including customers. Our goal is to deliver a combination of the best technology with the highest level of support **to meet your objectives**.

OUR SOLUTION

In our discussions, we have identified the following objectives to meet your organizational goals:

Boost engagement among community stakeholders

- ✦ Upload strategic content across displays in all buildings and on every floor.
- ✦ Easily edit and manage those displays remotely through a secure server platform.

Rotate seamlessly between pieces of Content

- ✦ Load Content within Content to schedule timing.
- ✦ Easily upload relevant content to stay current with the season.

THE BENEFITS

Our Solution will provide:

A new digital medium for conveying a combination of strategic content (marketing/promotional) with informational/entertainment content **without the potential for competitive advertising**.

Full Platform Support: Hardware + Software + Content

An Included Three-Year **Manufacturer's Warranty** for all Commercial-Grade Displays and most hardware.

An Optional Three-Year **Service Plan** for all components and labor installed by ImageNet on behalf of Navetech

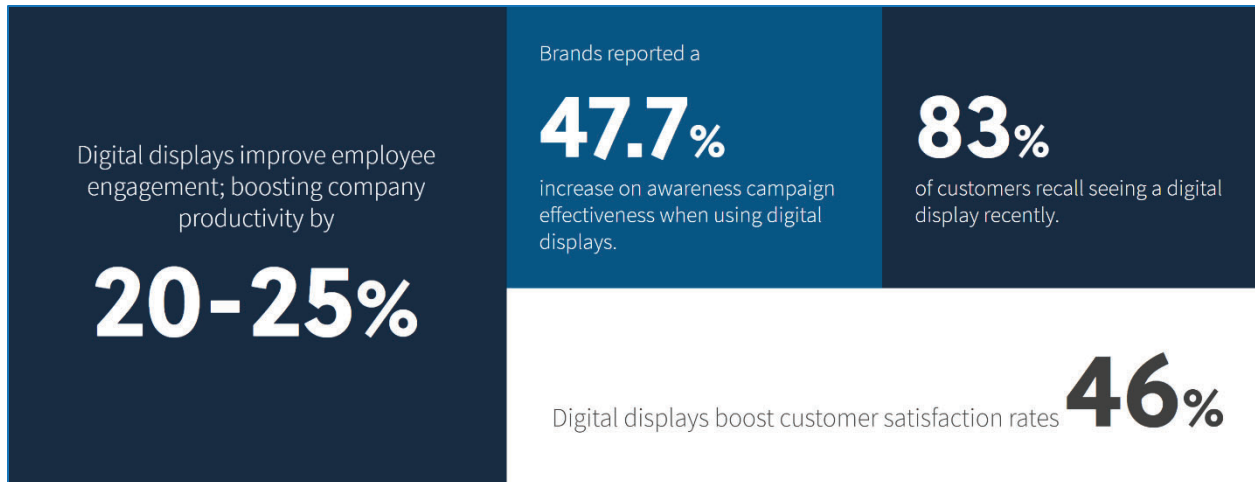
THE RETURN ON INVESTMENT

An effective and professionally-designed digital signage platform will:

Digital Signage creates an **8-10x increase in message recall**.

Improve Visitor Experience – Improving first impressions will generate more loyalty.

Reduce marketing expenses by **Improving Workflow** and lowering reliance on printed advertising.



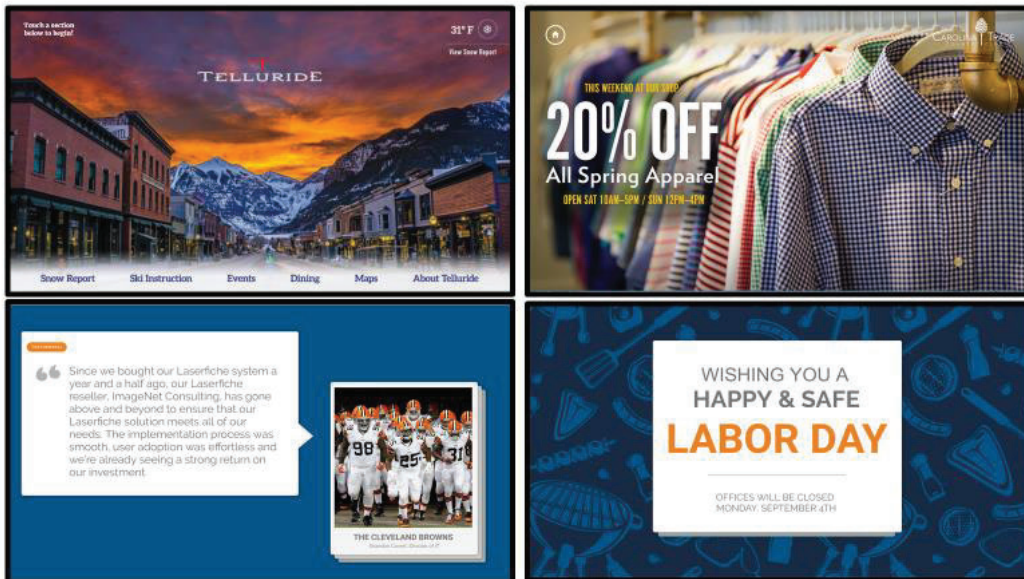
WALBOARD DIGITAL SIGNAGE

Editor	Create and modify content immediately from any web browser
Grouping	Group and push content to whole network or by department and/or location
Scheduling	Schedule content by date and time and customize the order of content
Tiered Users	Allow departments to manage their own content securely with tiered approval levels
Elements	Include text, images, video, YouTube Live feeds, RSS feeds, dynamic charts and live data source connections, and interactive content
Emergency Alerts	Takeover all screens on the network and broadcast out emergency alerts
Implementation and Training	Help getting started with the platform including comprehensive training and a personalized implementation session with a specialist
On-Going Technical Support	Support for any technical problems with the hardware/software with remote management

CONTENT PLUS: CUSTOM CONTENT DEVELOPMENT

Content Plus	Leverage our templates and graphic design team to help create, curate, refine and execute on your messaging strategy
Content Requests	Our team of professional graphic designers can help create and/or refine custom content to best fit the system. <ul style="list-style-type: none"> • Five content requests per bundle • Full graphic design for any standard content request • Access to certain stock photography • Right-sizing legacy design to fit each screen • Help with refining in-house design to best fit our system
Curated Channels	Choice of our curated channels to provide informational/entertainment content to customers

CUSTOM CONTENT EXAMPLES



FINE PRINT

- ✦ All Prices listed include labor. Installation and maintenance services to be performed by ImageNet Consulting, on behalf of Navetech.
- ✦ ImageNet will install, test, and verify that the AV solution is working as designed. Following the install, ImageNet will conduct training with the end users of the system so that it will be utilized as desired.
- ✦ Power will be needed at the mounting locations of all electrical components, provided by a licensed electrician, and is the responsibility of the client. It is recommended that all AV hardware be installed on their own circuit(s) to reduce interference, surges, and other issues.
- ✦ Network drops are required at the mounting location of all equipment and are the responsibility of the client to provide and maintain.
- ✦ Once the paperwork has been received from the client by Navetech, Navetech will manage the ordering of all components. At that time, all sales are final and any changes to the scope of work will be subject to a revised PO and will be at the expense of the client unless otherwise noted.
- ✦ ImageNet Consulting, on behalf of Navetech, will work with the client to setup installation based on a) the estimated arrival time of the components, b) all necessary action items required by the client as listed above, and c) any additional needs. If the needs are not met by the client at the time when ImageNet arrives on site to install, a revised PO for additional labor may be assessed unless otherwise noted by Navetech.
- ✦ ImageNet Consulting, on behalf of Navetech, warrants the labor and parts for 30 days after the system has been installed, after which a service agreement may be purchased for comprehensive ongoing support. (Service agreement has been included in this proposal)

Experience the power and effectiveness of communicating brilliantly through Content on Demand Digital Signage. Easily manage your content, displays, and users from a browser interface that connects with the Content on Demand secured cloud server. View your displays from the browser and get real time status and reports on what is currently being played. The content development section is a simple to use but packed with plenty of features including a wide variety of elements such as:

- Text
- Clocks
- Weather
- Emergency Alerts
- RSS Feeds
- Streams
- Videos
- Images
- Content from outside sources
- Charts

and many more...

ImageNet on the behalf of NaveTech will consult with you before we install the players to understand what your goals are how you want the layout to be designed. Our platform specialist and graphic designer will then build the layout, upload content the initial, and provide training. Unlimited phone support and an extensive knowledge base is included. Content design, curated content, and wireless cellular hubs are available options.

Standard Terms & Conditions

1. **Subscription; License Grant.** Subject to your compliance with this Agreement, we agree to provide you with such services (the “Services”) specified below during the Term (as hereinafter defined). In connection with the provision of the Services, we may provide you with access to certain software-as-a-service online applications (“Software”) and certain proprietary content development, information and materials including, without limitation, custom software development, custom content development, user manuals, technical manuals, standard and customized forms, reports, software, courses, modules, assessment questions, and other content (“Provided Materials”) on a limited, worldwide, non-exclusive, non-transferable, and revocable basis. Subject to your compliance with this Agreement, we hereby grant you, during the Term, a limited, worldwide, non-exclusive, non-transferable license to access and use the Software and Provided Materials solely in connection with the Services and for your internal use. The Software and Provided Materials are licensed and are not sold and, as between the parties hereto, you will at no time obtain title to the Software or Provided Materials. You will further ensure that any individual leaving your organization will be prohibited from

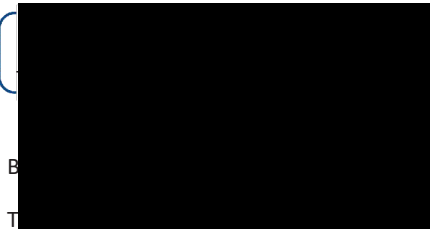
accessing, copying or utilizing the Software or Provided Materials, and upon this Agreement's termination, you will return or destroy all Provided Materials.

2. **Services.** In conjunction with the Services, we will provide our standard external media players along with technical support as described in the Service Level Addendum attached to this Agreement (SLA). Except for our obligations set out in the SLA, you hereby waive all other warranties, conditions, and obligations implied in law, including warranties of merchantability and fitness for a particular purpose. You may order additional players and subscriptions under this Agreement by providing a written request and those subscriptions will operate under the same terms under this Agreement.
3. **Term:** This Agreement will begin on the Effective Date and continue for a 60-month term (the "Initial Term"). This Agreement will be automatically extended on for an additional 60 month-terms at the same pricing unless either party provides written notice of its intent to cancel the Agreement at least thirty (30) days prior to the last day of the then current term.
4. **Payment:** Payment is due as per the terms of the Customer's Standard Addendum to Agreement executed contemporaneously with this Agreement.
5. **Your Data.** You acknowledge and agree that the responsibility of acquiring and implementing tools for managing, storing, backing up, purging and/or securing data is within the owner of such data. You acknowledge and understand that data may be stored on hard drives inside the equipment and you agree that it is your responsibility to manage this data in accordance with any federal compliance laws, including but not limited to, HIPAA.
6. **Indemnification:** Each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts. In no event will we be liable to you for consequential damages due to our non-performance, any breach of this Agreement, or any act of our employees or agents.
7. **Assignment:** We may sell, assign or transfer this Agreement, without notice. You agree that if we sell, assigns or transfers this Agreement, the new owner will have the same rights and benefits that we now have. You agree that the right of the new owner will not be subject to any claims, defenses, or set offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder. You may not sell, transfer and/or assign this Agreement without our prior written consent, such consent not to be unreasonably withheld.
8. **Miscellaneous:** This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable. No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.

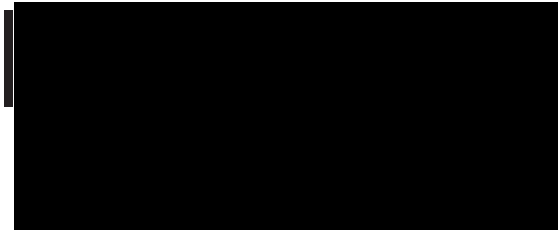
9. **Breach or Default:** If you do not pay all charges for services as provided hereunder, promptly when due: (1) we may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. (cash on deliver) "Per Call" basis at published rates and (2) you agree to pay us all costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to us.
10. **Jurisdiction:** This Agreement will be governed by and construed according to the laws of the State of Texas applicable to agreements wholly negotiated, executed and performed in Texas. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officers of both parties.
11. **OTHER THAN THE OBLIGATIONS SET FORTH HEREIN, WE DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY FOR USE OR FITNESS FOR A PARTICULAR PURPOSE. WE WILL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE USE OF THE EQUIPMENT AND YOU HEREBY WAIVE ANY CLAIMS RELATED THERETO.**

Addendum attached hereto and incorporated herein for all purposes.

NaveTech Solutions LLC


B _____
T _____

University of North Texas System



STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System (“UNTS”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov’t Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNTS; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas System – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov’t Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNTS is exempt from the payment of taxes and will provide documentation confirming its tax exempt status.

Breach of Contract Claims Against UNTS. Chapter 2260 of the Texas Gov’t Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov’t Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNTS that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNTS’ continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNTS shall issue written notice to Vendor that UNTS may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNTS is required by Section 2261.253 of the Texas Gov’t Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. UNTS, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNTS shall, without further requirement, satisfy all insurance obligations of UNTS under the Agreement.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov’t Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNTS is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNTS property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney’s fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNTS, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: NAVETECH SOLUTIONS, LLC

UNIVERSITY OF NORTH TEXAS SYSTEM

Date: 7/29/2019

Date: 7/29/2019

ROOM 1

SCOPE

13 licenses including media players and training for up to 5 users

SYSTEM A

QTY	DESCRIPTION	PRICE	TOTAL
13	NaveTech Solutions ImageNet Digital Signage powered by Wallboard 60 Month Content on Demand License	\$1,600.00	\$20,800.00
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	SYSTEM A TOTAL		\$20,800.00
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	LABOR TOTAL		\$0.00
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	ROOM 1 TOTAL		\$20,800.00

NAVETECH SOLUTIONS, LLC.

Confidential Proposal

ACCEPTANCE

FINANCIAL

PAYMENT SCHEDULE

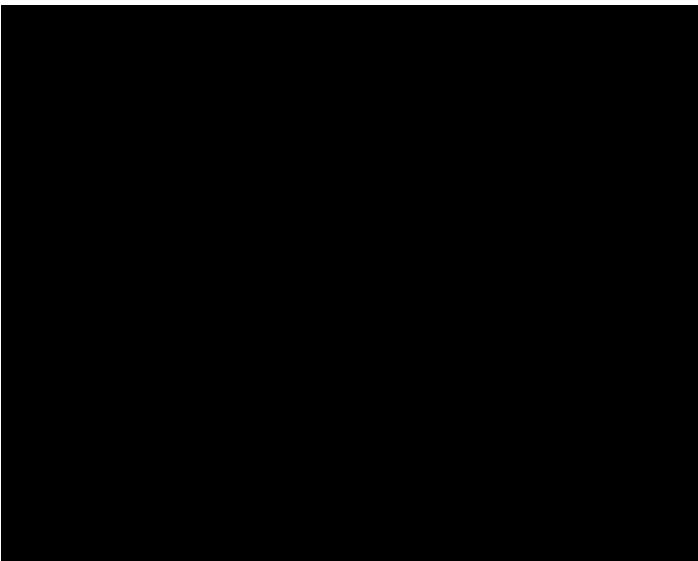
EQUIPMENT TOTAL	\$20,800.00
SHIPPING TOTAL	\$0.00
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LABOR TOTAL	\$0.00
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SUBTOTAL	\$20,800.00
TOTAL TAX	\$0.00
PROJECT TOTAL	\$20,800.00

TERMS

I accept this proposal and hereby authorize NAVETECH SOLUTIONS, LLC. to proceed with the installation of the included systems at the facilities of University of North Texas System constructing at 1901 Main St | Rm. 408 Dallas, TX 75201 as described in the totality of this document. I further authorize NAVETECH SOLUTIONS, LLC. to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to NAVETECH SOLUTIONS, LLC. In keeping with the Terms of Payment listed above. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until University of North Texas System and NAVETECH SOLUTIONS, LLC. agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by University of North Texas System or their staff, construction, other building trades or any other party, and additional costs may be incurred by University of North Texas System from NAVETECH SOLUTIONS, LLC. If such delays result in additional costs that are not covered by the pricing in this proposal. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by University of North Texas System and NAVETECH SOLUTIONS, LLC. This proposal is valid only if accepted in writing by University of North Texas System.

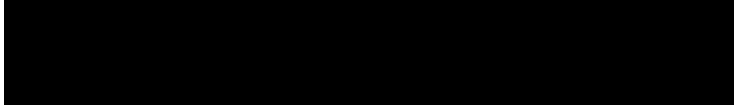
ACCEPTANCE

UNIVERSITY OF NORTH TEXAS SYSTEM



7/29/2019

DATE



7/29/2019

DATE



OVERVIEW

DUE DILIGENCE

CONTACTS

PRINT PROFILE

RESELLERS



[Print](#)

VENDOR [ImageNet Consulting](#)

3223 Commander Drive Carrollton TX,75006

WEBSITE www.imagenetconsulting.com

SERVICE/PRODUCTS
DESCRIPTION

ImageNet Consulting is a 56 year old Oklahoma based company with locations in Oklahoma City, Tulsa, Dallas, Austin, Houston, Miami and the Four Corners. For over 56 years we have been providing our clients with document technologies. Beginning as Southwest Typewriter Company in 1956 in the garage of our founder, we have evolved into a true document solutions provider impacting our clients businesses in positive ways. With over 6,000 clients and more than 300 employees in Texas and Oklahoma, ImageNet Consulting can provide the scale and resources required to deliver on high touch, high availability solutions, at the same time, being nimble and flexible to customize those solutions to our unique client environments. ImageNet Consulting is a national leader in imaging and printing solutions for large organizations.

CONTRACT: **180103** [Copiers, Fax and Multifunction Machines and Services](#)

Mar-22-2018 to Mar-26-2021 EDGAR COMPLIANCE: [View Doc.](#)