

**VILLAGE OF WINDSOR
VILLAGE BOARD RESOLUTION 2024-118**

**APPROVING A RETAIL SALES AGREEMENT FOR
AUDIO VISUAL SERVICES IN THE COMMUNITY ROOM AT THE WINDSOR MUNICIPAL BUILDING
LOCATED AT 4430 WINDSOR ROAD**

WHEREAS, the Village of Windsor is building a new Municipal Building at 4430 Windsor Road;
and

WHEREAS, the Village of Windsor has contracted with AVI Systems to install an audio/visual system for the Community Room on the first floor; and

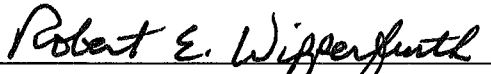
WHEREAS, the Village requested a proposal from AVI for an audio/visual system for the Community Room on the first floor, which will include audio equipment that can integrate, when applicable, with the Chamber Room on the second floor; and

WHEREAS, AVI Systems provided a proposal, attached hereto as Exhibit A and recommends approval thereof; and

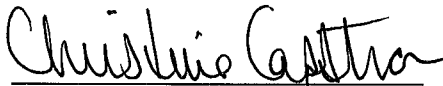
NOW THEREFORE, BE IT RESOLVED, by the Village Board of the Village of Windsor that it hereby approves the Retail Sales Agreement as set forth in Exhibit A, for the audio/visual system and services for the Municipal Building Community Room. The Village President, Village Attorney and Staff are authorized to prepare, negotiate and execute an agreement and all associated documents, therewith.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on December 19, 2024, by a vote of 5 in favor and 0 opposed.

VILLAGE OF WINDSOR


Robert E. Wipperfurth, President

Attested by:


Christine Capstran, Clerk

Incorporated by Reference:

Exhibit A: AVI Retail Sales Agreement

Retail Sales Agreement



Reference Number: 1310575
Prepared For: Village of Windsor
Attn: Tina Butteris

Prepared By: Rod Schwegel
Phone: (608)513-9067
Email: rod.schwegel@avisystems.com

Date: December 06, 2024
Village of Windsor - Community Room First Floor

AVI Systems Inc.
5201 Femrite Drive, Madison, WI 53718
Phone: (608)221-8888
Fax: (608)221-9252

INVOICE TO

Attn: Tina Butteris
Village of Windsor
4084 Mueller Rd.
DeForest, WI 53532

Phone: 608-888-0066
Email: tbutteris@windsorwi.gov
Customer Number: VOW008

SITE

Attn: Jamie Rybarczyk
Village of Windsor
4084 Mueller Road
DeForest, WI 53532

Phone: 608-888-0066
Email: jamie@windsorwi.gov

COMMENTS

Reduced support services agreement to 1 health check per year.

Discounted shipping and handling.

PRODUCTS AND SERVICES SUMMARY

Equipment	\$23,585.40
Integration	\$30,927.37
PRO Support	\$2,995.00
Shipping & Handling	\$1,233.00
Tax	\$0.00
Grand Total	\$58,740.77

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Village of Windsor
Company
Robert E. Wipperfurth
Signature
Robert Wipperfurth
Printed Name
12-19-2024
Date

AVI Systems, Inc.
Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The Village of Windsor currently underway in the construction of their new Municipal Campus which is scheduled for completion in 2025. This new campus includes a new Community Room for use by Village residents and employees to host presentations, trainings, and events. AVI will supply and install an audiovisual system to support the use cases in this space.

B. SYSTEM DESCRIPTION:

Community Room

- Functionality Description: The Community Room will be a large gathering space for use by Village employees and residents. AVI understands the use cases for the room include large gatherings, presentations, trainings, and community events. The seating in the space will be moveable but will typically be oriented to face the south wall.

A large projector and ceiling recessed, motorized retractable screen will serve as the presentation display for the space. Sources that can feed the projector will be Owner devices connected at one of two HDMI wall plates (front of room and rear), an Owner provided streaming device (such as a Fire Stick or Apple TV), or a Blu-ray/DVD player installed in the equipment rack. Audio from the selected presentation source will be heard via a distributed loudspeaker system consisting of (12) in-ceiling speakers as well as an RF assistive listening system for individuals with hearing impairment (required for ADA compliance). Other audio sources available within the system will be (2) Bluetooth receivers and (2) analog RCA/3.5mm wall plate connections (front of room and rear). Control of the system will be via a 7" touch panel on the rear wall, offering source selection, volume control, Blu-ray controls, and system on/off.

- Displays:
 - A Sony 6,500 lumen, 1920x1200, projector will be provided and installed in the ceiling near the center of the room using a universal mount and pole with a ceiling tile pan. The projector will be safety tethered to the structure above the finished ceiling.
 - Owner to provide 120VAC power at projector location.
 - A Draper 137" diagonal, 16:10 aspect projection screen will be provided and installed in the ceiling at the front of the room. The screen case will be recessed into the suspended ceiling.
 - Any modifications or repairs to ceiling grid to be provided by Owner.
 - Owner to provide 120VAC power to the screen case, which will require Owner's electrician to terminate power to the screen case's built in junction box.
 - Owner is responsible for ensuring that all lighting fixtures directly above or in close proximity to the projection screen are independently zoned and either dimmable or can be turned off. This is important to minimize the amount of ambient light falling on the projection screen surface, and therefore ensures the highest projected image quality.
- Source Devices:
 - An HDMI wall plate will be installed on the rear wall for connection of Owner laptops or devices with a resolution up to 1920 x 1080.
 - An HDMI wall plate will be installed on the front wall for connection of Owner laptops or devices with a resolution up to 1920 x 1080.
 - An Owner provided streaming device will be installed in the equipment rack.
 - Requires Owner to provide hardwired or Wi-Fi access to the Owner network for the device to reach internet services. Owner will manage this device, and all accounts/subscriptions associated with it. Control of this device will be via its included remote and not via the AV control panel.
 - A new Blu-ray/DVD player will be installed in the equipment rack.
- Audio:
 - (1) wireless handheld microphone will be provided for presentation.
 - (2) single gang audio input plates will be installed in the room, each consisting of a Bluetooth receiver, 3.5mm analog input, and stereo RCA analog input. One plate will be installed in the front of the room and one will be installed in the rear.
 - A new audio processor for all mixing, routing, and processing of audio.
 - (12) ceiling speakers will be installed in the suspended ceiling for even coverage throughout the space of presentation and voice lift audio. The associated amplifier will be installed in the equipment rack in the AV closet.
 - An RF assistive listening system will be provided with (5) receivers, each having earphones and a T Coil-compatible neck loop.
- Switching:
 - An HDMI switcher will be used for HDMI routing to the projector. This device will be located in the equipment rack in the AV closet.
- Controls:
 - The new Q-Sys processor will double as the control processor for the system.
 - A new 7" touch panel will be mounted on the rear wall outside of the AV closet for control of the system. The controls will include:

- System On/Off
- Video Source Selection
- Blu-ray/DVD Controls
- Audio Source Selection
- Bluetooth controls
- Volume
- After startup of the system, the projector will remain off with the screen retracted until a video source is selected. This allows users to start the system and use audio functionality only. It will also be possible to manually turn off the projector and retract the screen so the system can be used without video without having to restart the system.
- Equipment Location:
 - A new 20 space equipment rack will be provided and installed by AVI to house all head end AV equipment. The rack is planned to reside in the adjacent AV closet.

Our Orientation includes:

- **System Overview**
- **Basic User Operation**
 - Includes a one-page laminated Quick Start guide
- **Review of Selected Pro Support Plan**
 - How to contact AVI Support
- **A USB drive with electronic versions of:**
 - Final User Orientation Guide
 - As-builts CAD drawings
 - Delivered after training with any revisions noted

Our User Orientation will be scheduled after final commissioning. Our **Client Advocate** will contact you to set a time and review the details. Training will be approximately one hour at your location. The Client Advocate will also contact you 30 – 45 days after Orientation to check progress and develop an action plan if needed.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *AVI Systems is not responsible for building-related vibrations
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors include electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to the site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.

- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey – performed prior to Retail Sales Agreement and attached
- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

- See Section B above.

H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide the necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of AVI Systems personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

System Support

System Support is AVI Systems' fully entitled service and support package that focuses on keeping your Unified Collaboration (UC), Digital Media (DM) and Audiovisual (AV) systems working at their peak performance. Because AVI Systems focuses on the human impact of these systems, we not only support the equipment, but also the end users of your systems.

Customer Care is the most comprehensive and flexible of all our managed service packages. We can apply our expertise and our proven support processes to support your UC, DM, and AV ecosystems. AVI Systems will deliver our offered entitlements in a tiered workflow model that provides support cases at an entry level for initiated incidents. From there, AVI Systems will follow an ITIL based model for remote remediation and on-site dispatch, as necessary. Specific resolver groups and subject matter experts (SMEs) will be alerted for any issue that cannot be easily remedied with Tier 1 or Tier 2 support staff.

SYSTEM SUPPORT AGREEMENT COVERAGE

AVI Systems will perform the services below for covered systems:

Entitlement Coverage		
Entitlement	Definition	Included
Incident Management	AVI Systems provides support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training	AVI Systems conducts user training to cover general operation of the system and how to contact AVI Systems for support as scheduled.	Yes
System Health Checks	AVI Systems personnel perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Yearly/Biannually/Quarterly

Additional Entitlement Coverage		
Entitlement	Definition	Included
Service Delivery Management	AVI Systems will appoint a Service Delivery Manager (SDM) responsible for managing and coordinating services, ensuring communication, adhering to SLAs, reporting performance, handling escalations, and continuously improving service quality.	No

AVI Systems has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

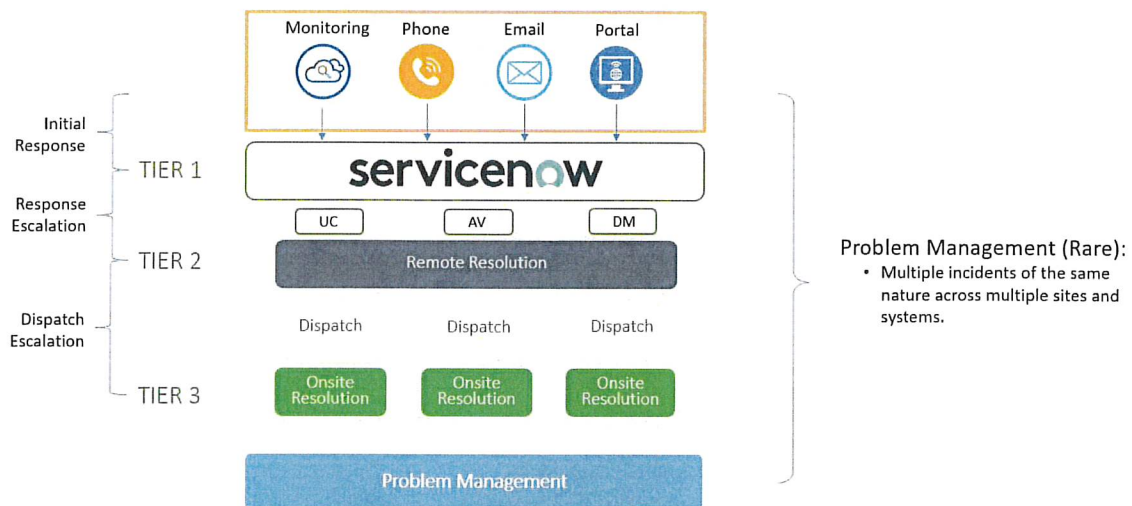
Target Percentage for Standard Level Agreements (SLA)					
Priority	Details	Incident Management Response	Remote Support Response	Onsite Dispatch (if included)	Target (%)
Critical (P1)	Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state of degraded performance sufficient to prevent normal business operations. At this severity, both AVI Systems and client must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided. NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as Standard (P3).	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: N/A	4 business hours	8 business hours	90
Standard (P3)	Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. AVI Systems will provide a viable and mutually agreeable workaround until a more permanent hardware/software upgrade exists to mitigate the incident.	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: 4 business hours	8 business hours	8 business hours	90

Request (P4)	Normal requests for information regarding the installation, configuration, use and maintenance of systems under management. This includes administrative inquiries. There is no impact to your production systems or business operations.	Calls: 60 Seconds for calls answered Voicemail: 4 business hours Email: 4 business hours	16 business hours	Best Effort / Scheduled	90
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SYSTEM SUPPORT WORKFLOW

AVI Systems follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
2. Incident is logged in ServiceNow and triaged (Tier 1)
3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)
 - a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
4. Dispatch Escalation and Resolution (Tier 3)
 - a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

8 x 5	AVI Systems will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)
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AVI Systems ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

TIER 1 SERVICES:

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities. Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the status of the user's issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

TIER 2 SERVICES:

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. AVI Systems will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.
- Perform specific hardware configuration changes.
- Perform overall system configuration changes.
- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.
- Promote the incident to Tier 3 escalation as needed.

TIER 3 SERVICES (available as SSA master number - if included):

Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident. Typical responsibilities for Tier 3 include:

- Room repair and configuration changes.
- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).
- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

PROBLEM MANAGEMENT:

AVI Systems has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL "Problem". A "problem" in this context is the unknown underlying cause of one or more incidents, and a 'known error' is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

CONTACTS

AVI Systems Service team can be reached by:

- National Support Phone: 800-488-4954
- email: support@avisystems.com
- Portal: Contact your local AVI Systems representative for instructions.

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lightning, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
140039U	DRAPER	Access V, 137", 16:10, Matt White	1	\$3,734.12	\$3,734.12
VPLFHZ80/W	SONY	6000LM WUXGA LASER PROJ / WHT	1	\$5,364.71	\$5,364.71
RPAUW	CHIEF	UNIVERSAL RPA WHITE	1	\$189.88	\$189.88
CMS012018W	CHIEF	ADJ. PIPE 12" TO 18" WHITE	1	\$110.12	\$110.12
CMS440	CHIEF	8" CEILING PLATE WITH ONE SLOT	1	\$116.47	\$116.47
DN-500BDMKII	DENON	BLURAY DVDCD/SD/USB PLAYER	1	\$433.59	\$433.59
CORE 8 FLEX	QSC	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dan	1	\$2,068.24	\$2,068.24
SLQSE-8N-P	QSC	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.	1	\$236.47	\$236.47
SLQUD-8N-P	QSC	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.	1	\$116.47	\$116.47
QIO-LVR4	QSC	Q-SYS peripheral providing 4 low-voltage relay ports. Up to 4 devices daisy-chainable. 1U-1/4W, powe	1	\$352.94	\$352.94
QIO-RMK	QSC	Rack mount tray and blanking panels to mount up to four QIO units in a 1U 19" standard rack format.	1	\$130.59	\$130.59
UND6IO-BT	QSC	4x2 Channel 2 Gang US, Dante/AES67 Wall Plate w/Bluetooth, RCA, 3.5 mm I/O, PoE (white and black fac	2	\$977.65	\$1,955.30
SPA2-60	QSC	1/2 RU 2 Channel ENERGY STAR amplifier / Stereo operation 60 watts into 8 & 4, Bridged operation 200	1	\$497.65	\$497.65
AD-C6T-LPZB-WH	QSC	6.5" Two-way ceiling speaker, 70/100V transformer with 16bypass, zero bezel design, low profile, 150	12	\$204.71	\$2,456.52
SLXD2/SM58--H55	SHURE	SLXD2 Digital Handheld Transmitter with SM58 Microphone Cartridge black (dynamic, cardioid), 24 bit/	1	\$222.41	\$222.41
SLXD4--H55	SHURE	SLXD4 Digital Receiver with 19 rack mount kit, includes two 1/4-wave antennas and short BNC cables f	1	\$356.53	\$356.53
UA8-500-560	SHURE	1/2 Wave Omnidirectional Antenna for P9T Transmitter, (500-560 MHz)	2	\$25.71	\$51.42
UA834WB	SHURE	Antenna Amplifier, wide band, BNC couplings on both sides	2	\$139.71	\$279.42
UABIAST-US	SHURE	In-line adapter. Supplies 12V DC bias power over coaxial BNC cable, includes	2	\$64.82	\$129.64
UA505	SHURE	Antenna Mounting Bracket Kit for remote mounting (1 BNC adapter and 1 mounting	2	\$32.41	\$64.82
LT-800-072-P1	LISTEN	Stationary RF Transmitter bundle 72mhz	1	\$752.68	\$752.68
LA-326	LISTEN	Universal Rack Mounting Kit	1	\$70.59	\$70.59
LA-125	LISTEN	Antenna Kit for Rack Mount (72 MHz)	1	\$57.95	\$57.95
LR-3200-072	LISTEN	Basic DSP RF Receiver (72 MHz)	5	\$115.16	\$575.80
LA-402	LISTEN	Universal Stereo Headphones	5	\$26.74	\$133.70
LA-430	LISTEN	Intelligent Earphone/Neck Loop Lanyard	2	\$58.69	\$117.38
AC-CX42-AUHD	AVPRO	4x2 ConferX Auto Switching Matrix w/ HDBaseT Inputs and Outputs. Microphone, Volume and Line Level A	1	\$623.65	\$623.65
AC-CXWP-USBC-T	AVPRO	AC-CXWP-USBC-T USB-C & HDMI Single Gang, Decora Style Wall Plate (White) HDBaseT Transmitter ONLY (1	2	\$464.82	\$929.64
AC-EX70-444-RNE-P	AVPRO	HDBaseT (CAT6) RECEIVER ONLY. ICT 18G, 70m 4K (100m HD) Slim Extender with I-Pass, Bi-Directional P	2	\$348.35	\$696.70

BRK20-22	MIDDLE ATLANTI20SP(35)RACK,22 DEEP	1	\$257.06	\$257.06
PDX-915R-SP	MIDDLE ATLANTI15A 9 OUT SERIES SURGE W/CTRL	1	\$502.94	\$502.94
	Sub-Total: Integration			\$23,585.40
	Sub-Total: Integration			\$30,927.37
	<u>Total:</u>			<u>\$54,512.77</u>

PRO SUPPORT:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSACUSTOM	AVI SYSTEMS	System Support Agreement	1	\$2,995.00	\$2,995.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.