

# Retail Sales Agreement



**Reference Number: 1311776**

Prepared For: Chillicothe & Ross County Public Library

**Attn: CJ Stephens**

Prepared By: Scott Blshop

Phone:

Email: scott.bishop@avisystems.com

**Date: December 13, 2024**

Chillicothe & Ross County Public Library- AV Upgrades

**Project:**

**Project Number:**

AVI Systems Inc.

2225 Westbelt Drive, Columbus, OH 43228

Phone:

Fax:

## INVOICE TO

Attn: CJ Stephens

Chillicothe & Ross County Public Library

140 S Paint St

Chillicothe, OH 45601

Phone: (740) 702-4145

Email: cstephens@crcpl.org

Customer Number: CHI0023

## SITE

Attn:

Chillicothe & Ross County Public Library - Chillicothe, OH Site

140 S Paint St

Chillicothe, OH 45601

Phone: +17407024116

Email:

## COMMENTS

## PRODUCTS AND SERVICES SUMMARY

Equipment	\$30,238.30
Integration	\$19,091.63
PRO Support	\$3,454.00
Shipping & Handling	\$1,183.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$53,966.93</b>

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 CASH. 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

	<b>AVI Systems, Inc.</b>
_____ Company	_____ Company
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Date	_____ 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.

## PRODUCTS AND SERVICES DETAIL

### PRODUCTS:

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
QE98C	SAMSUNG	98IN QEC STANDALONE DISPLAY MNTR CRYSTAL UHD 450NIT 16/7	1	\$2,847.31	\$2,847.31
XTM1U	CHIEF	Micro-Adjust Tilt Wall Mount, X-Large	1	\$350.00	\$350.00

DUETE5-WP-BLACK	VISIONAR Y SOLU	PacketAV Duet 5 Wall Plate Encoder Faceplate Color Black	1	\$1,403.85	\$1,403.85
E5100	VISIONAR Y SOLU	PacketAV E5100	1	\$868.75	\$868.75
TSC-70-G3	QSC	Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$1,465.38	\$1,465.38
60-1705-03	EXTRON	eBUS Partition Sensor	1	\$785.71	\$785.71
SAROS IC6T-W-T-EACH	CRESTRO N	Saros 6.5 in. 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	9	\$158.75	\$1,428.75

**Sub-Total: Large Side**

**\$9,149.75**

**Small Side**

79014L	DA-LITE	COSMO 133D 65X116NPA MW	1	\$1,483.50	\$1,483.50
V11HA25020	EPSON	PL L730U- 7,000 Lms, WUXGA, TR (1.35-2.20), HDBaseT, Wifi	1	\$4,037.50	\$4,037.50
KITEF009012	CHIEF	KIT, RPMAU, CMS009012,CMA101	1	\$408.86	\$408.86
DUETE5-WP-BLACK	VISIONAR Y SOLU	PacketAV Duet 5 Wall Plate Encoder Faceplate Color Black	1	\$1,403.85	\$1,403.85
E5100	VISIONAR Y SOLU	PacketAV E5100	1	\$868.75	\$868.75
TSC-70-G3	QSC	Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	\$1,465.38	\$1,465.38
SAROS IC6T-W-T-EACH	CRESTRO N	Saros 6.5 in. 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	6	\$158.75	\$952.50

**Sub-Total: Small Side**

**\$10,620.34**

**Head-end Equipment**

PTRK-14MDK	MIDDLE ATLANTI	PTRK-14 W/PLEXI & TOP	1	\$1,278.07	\$1,278.07
CORE 8 FLEX	QSC	Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dan	1	\$2,143.90	\$2,143.90
AMP-X300	CRESTRO N	X-Series Amplifier, 300 W	1	\$586.67	\$586.67
GSM4212PX-100NAS	NETGEAR	M4250-10G2XF-POE+ MNGD SWCH	1	\$1,017.00	\$1,017.00
PD-915R	MIDDLE ATLANTI	9OUT,15A,RCKMNT POWER CEN	1	\$139.33	\$139.33
MXWAPT4=-Z10	SHURE	4-CH ACCESS POINT TRANSCEIVER	1	\$2,448.63	\$2,448.63
WL185MB/C-LM3	SHURE	1 cm Condenser Lavalier for Speech Applications	2	\$140.60	\$281.20
MXW1/O=-Z10	SHURE	Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini Connector (TA4M) (Inc	2	\$553.53	\$1,107.06
MXW2/SM58=-Z10	SHURE	HH TRANSMITTER WITH SM58	2	\$540.87	\$1,081.74
SLQSE-8N-P	QSC	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.	1	\$257.69	\$257.69
SLQUD-8N-P	QSC	Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.	1	\$126.92	\$126.92

**Sub-Total: Head-end Equipment**

**\$10,468.21**

**Divisible meeting Space**

Meetings	\$433.50
Engineering & Drawings	\$2,601.00
Project Management	\$2,108.00
Programming	\$1,632.00
In Shop Fabrication	\$918.00

On Site Integration	\$6,120.00
Testing & Acceptance	\$612.00
Training	\$306.00
Travel	\$2,448.00
Integration Cables & Connectors	\$1,913.13
<b>Sub-Total: Divisible meeting Space</b>	<b>\$19,091.63</b>

**Total:** **\$49,329.93**

**PRO SUPPORT:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1	\$3,454.00	\$3,454.00

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

## SERVICES TO BE PROVIDED

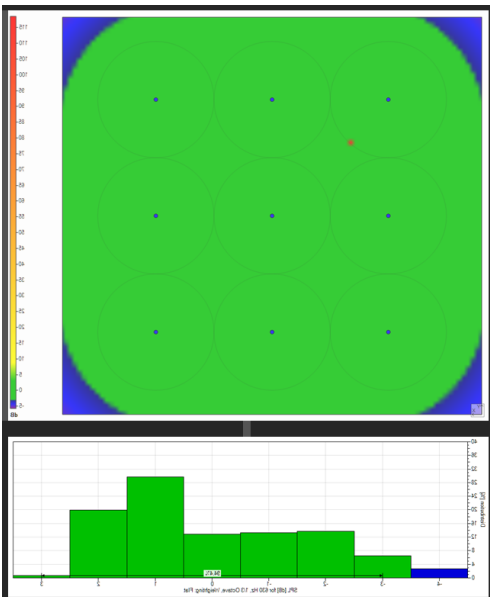
### INTEGRATION SERVICES INTEGRATION SCOPE OF WORK

**A. SUMMARY** The Chillicothe and Ross County Public Library has contracted AVI systems to equip a modular meeting space with presentation technology. This room can function as a single unified space or be divided into two separate operational areas, each with equivalent capabilities and features. These spaces are specifically designed for presentation purposes.

#### **B. SYSTEM DESCRIPTION:**

##### Large Side

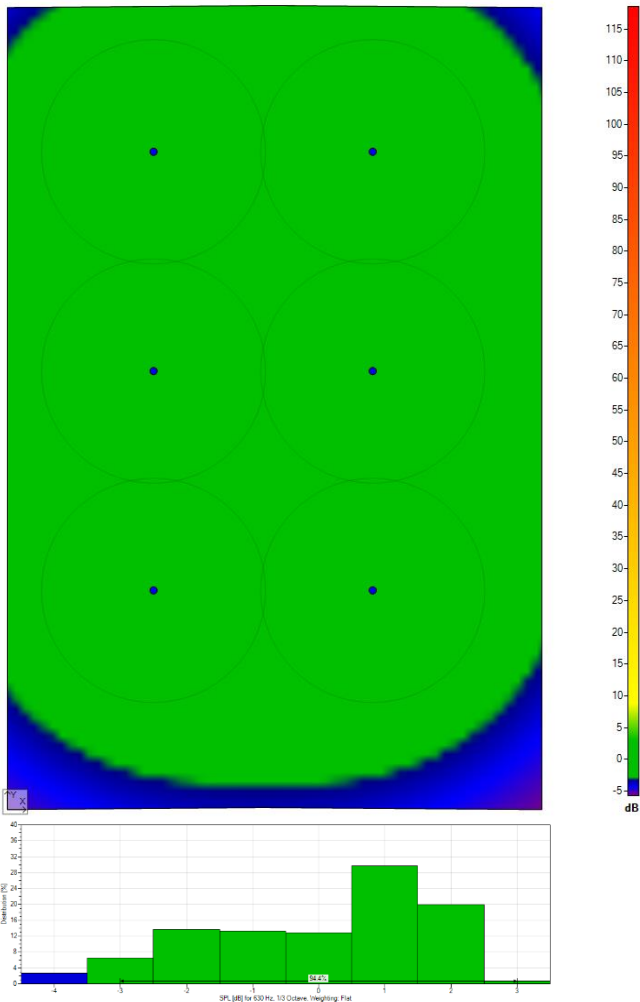
- **Functionality Description:** Users will power on the display using the 7" touch panel installed on the wall. In divided mode, users will patch an HDMI cable into the HDMI wall plate, and that source will be shown on the display with audio being transmitted evenly through the room's ceiling speaker system.
- **Displays:**
  - o 98" UHD commercial grade display.
- **Source Devices:**
  - o Either one of the HDMI wall inputs. This system can easily be expanded for more video inputs or outputs.
- **Audio:**
  - o A total of (4) microphones will be available in the space. In divided mode, each space will have handheld and a body worn lavalier microphone. In combined mode, all four microphones will be available to transmit across the entire space.
  - o Program audio from the HDMI inputs will be transmitted across the respective room. Volume controls are available on the respective touch panel.
  - o The large side of the room will be fitted out with (9) ceiling mounted speakers with distribution graph shown below.
- **Switching:**
  - o Video over IP system. Users can switch any input to any display.
- **Controls:**
  - o Power, video switching, and volume will be controlled using the touch panel.
- **Equipment Location:**
  - o A small mobile equipment rack will be installed in the room



##### Small Side

- **Functionality Description:** Users will power on the projector using the 7" touch panel installed on the wall. In divided mode, users will patch an HDMI cable into the HDMI wall plate, and that source will be shown on the display with audio being transmitted evenly through the room's ceiling speaker system.
- **Displays:**
  - o 133" Diagonal drop down screen with a 7K lumen projector installed in the ceiling.
- **Source Devices:**
  - o Either one of the HDMI wall inputs. This system can easily be expanded for more video inputs or outputs.
- **Audio:**

- o A total of (4) microphones will be available in the space. In divided mode, each space will have handheld and a body worn lavalier microphone. In combined mode, all four microphones will be available to transmit across the entire space.
  - o Program audio from the HDMI inputs will be transmitted across the respective room. Volume controls are available on the respective touch panel.
  - o The small side of the room will be fitted out with (6) ceiling mounted speakers with distribution graph shown below.
- Switching:
    - o Video over IP system. Users can switch any input to any display.
  - Controls:
    - o Power, video switching, and volume will be controlled using the touch panel.



**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
- Installation of the ceiling-mounted projection screen
- 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)**

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

#### **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:

<b>Entitlement Coverage</b>		
<b>Entitlement</b>	<b>Definition</b>	<b>Included</b>
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	Yearly



	parts to keep the system equipment in efficient operating condition.	
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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.

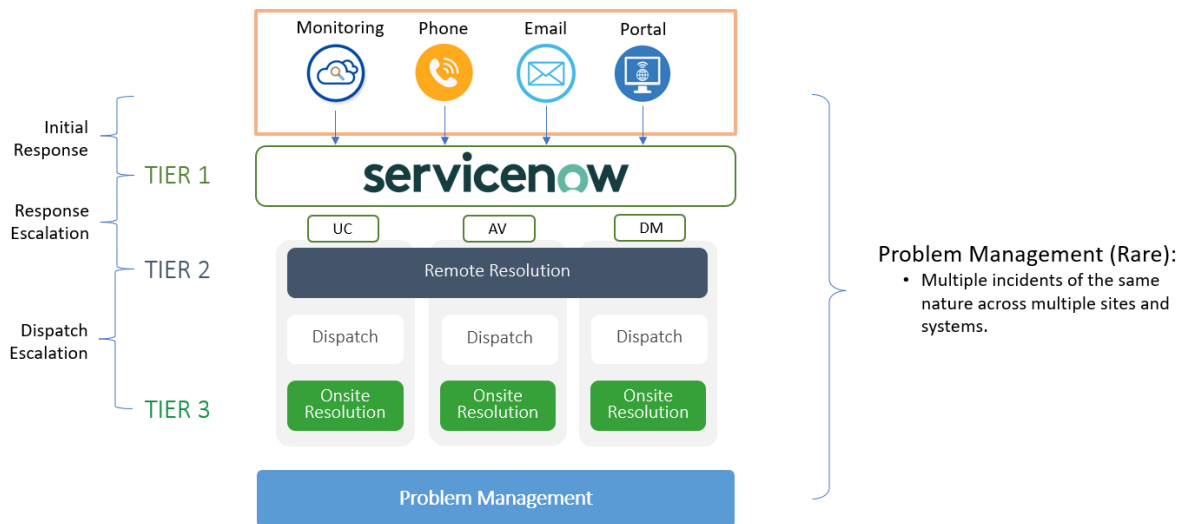
Target Percentage for Standard Level Agreements (SLA)					
Priority	Details	Incident Management Response	Remote Support Response	Onsite Dispatch (if included)	Target (%)
Critical (P1)	Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state 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. <b>NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested</b>	Calls: 60 Seconds for calls answered  Voicemail: 2 business hours  Email: N/A	4 business hours	8 business hours	90

	<b>via phone. Email initiation is logged as Standard (P3).</b>				
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

## 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
- **Local Branch support number should be inserted here**
- email: [support@avisystems.com](mailto: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, lighting, 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.

## **UNIFIED COMMUNICATIONS TERMS**

Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Unified Communications Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.

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

## **DIGITAL MEDIA TERMS**

Coverage Dates – Unless otherwise stated, the service coverage start date for Digital Signage Support Services for new digital signage equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Digital Signage Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.

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

## **RSS SERVICES TERMS**

### **1. LICENSED CONTENT**

In addition to any other rights under the Agreement, AVI Systems, Inc. ("AVI Systems") grants Customer, during the term of this Agreement and subject to the terms and conditions of this Agreement, a license to use syndicated media and/or data provided by AVI Systems (the "Service") on Customer's network of public digital signage displays (the "Network"). All information offered to Customer is the sole and exclusive property of AVI Systems or its content partners. The customer agrees that it will not sell or make items from the Service available to any other entity or make the Service publicly available via the world wide web.

Customer shall not use or permit the use of material from AVI Systems in any way that compromises the integrity thereof or which infringes any copyrights or other intellectual property rights, contracts, or proprietary interests or cause the material to be displayed on any other medium other than public digital displays.

### **2. WARRANTIES AND DISCLAIMERS**

AVI Systems warrants that it is licensed to grant a license to use the content delivered by the Service as set forth herein. AVI Systems warrants that to the best of its knowledge, Customer's use of the Service in accordance with this agreement will not infringe upon any copyright or other intellectual property right of AVI Systems or any third party.

The Parties acknowledge that in normal industry practice, errors occur, and AVI Systems makes no representations and warranties as to the sequence, completeness, accuracy, and/or reliability of the Service. AVI Systems, subject to the fundamental obligation to give impartial material worthy of confidence, will make its best efforts not to contravene any laws (including, but not limited to, the law of defamation) or regulations in any country in which AVI Systems distributes the Service.

IN NO EVENT SHALL AVI SYSTEMS OR ITS CONTENT PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, ARISING FROM ANY ACT OR FAILURE TO ACT BY AVI SYSTEMS OR ITS CONTENT PARTNERS WHETHER OR NOT IT HAD ANY KNOWLEDGE ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, NOR SHALL THEY BE LIABLE FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINES FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OR USE OF MATERIAL FROM AVI Systems.

### **3. SURVIVAL**

The rights and obligations of User, AVI Systems, and its content partners under the foregoing paragraphs will continue notwithstanding any termination of this Agreement.

### **4. ARCHIVE RIGHTS**

All archive rights between AVI Systems and Customer terminate upon termination of this Agreement. At that time, the Customer must delete all material received from AVI Systems within ten (10) business days from all on and offline storage.

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

## **PREPAID BLOCK**

### **PREPAID BLOCK DEFINITIONS**

Preventive Maintenance – AVI Systems personnel perform the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – a service whereby remote calls are made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

### **PREPAID BLOCK TERMS**

#### **Labor Hours**

- All labor costs for services rendered will be applied against the contract amount
- Service and support outside of normal business hours (Mon – Fri / 8 am – 5 pm) will be calculated at 1.5 times the actual hours

- Technician travel time for on-site services is calculated portal-to-portal
- Any additional service hours requested beyond the contract amount will be additionally invoiced at the contract rate

#### Parts, Materials, and Other Expenses

- At the Customer's option, the Prepaid Block may also be applied against the cost of all parts, materials, and other expenses costs for services provided rendered; or
- Any additional parts, materials, and other expenses services costs beyond will be additionally invoiced

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of the AVI Systems Prepaid Block invoicing date. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Subject to any limitation under applicable law, unused Prepaid Blocks expire 24 months after issuance.

#### **PRODUCT SUPPORT AGREEMENT TERMS**

Term – The term of the agreement is five (5) years from the date of invoice.

Coverage Dates – Unless otherwise noted, the service coverage date will be effective as of the AVI Systems' Support Agreement invoicing date.

Product Registration and Renewability – This agreement is non-renewable, and AVI Systems requires the owner to submit serial numbers of products covered to AVI Systems within 30 days of delivery. AVI Systems will make its commercially reasonable efforts to collect such information in the event of product drop shipping.

Service Obligations – AVI Systems' obligations under this Agreement are limited to providing phone support for problem diagnostics, in-shop maintenance adjustments, break-fix repairs, and part replacements required for the equipment listed above in the Products and Services Detail section, hereto (the "Covered Equipment"). Such service shall be provided during normal AVI Systems business hours, and (a) shall include only maintenance for current manufactured parts and labor required to repair the Covered Equipment which has become defective through normal wear and usage, and (b) shall provide all materials and parts, and (c) is intended to keep the Covered Equipment in good working order during the term of this Agreement, (d) normal turnaround time for Covered Equipment service shall be 10 business days, and (e) does not assure against interruptions in the operation of the Covered Equipment.

Service 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 Covered 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 Covered Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Covered Equipment service, maintenance, or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Covered Equipment were caused by (a) the 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.

General – AVI Systems reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein.

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