

VENDOR CONTRACT

Between One Vision Solutions and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS/TAPS)

For

Distance Learning Systems and Equipment

The following pages will constitute the contract between the successful vendors(s) and TIPS/TAPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS/TAPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS/TAPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

1. General Terms and Conditions

1.1. Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

1.2. Warranty conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing. (Or for commodity category appropriate for refurbished equipment, products may be "refurbished" but must be clearly represented as refurbished.)

1.3. Customer support

The Vendor shall provide timely and accurate technical advice and sales support to TIPS/TAPS staff and TIPS/TAPS participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to TIPS/TAPS staff regarding products and services supplied by the Vendor unless otherwise clearly stated in writing. (Unless training is a line item sold or packaged and must be purchased with product.)

1.4. Contracts

All contracts and agreements between Vendors and TIPS/TAPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

1.5. Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

1.6. Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS/TAPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

1.7. Disclosures

- 1.7.1.** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 1.7.2.** Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS/TAPS program.
- 1.7.3.** The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

1.8. Renewal of Contracts

All contracts are for a period of one (1) year with an option for renewal for 2 consecutive years before this category is subject to public bid. (Except the Commodity Category of Trades, Temporary Labor and Materials will be a 12 month contract with No Option for Renewal. Trades, Temporary Labor and Materials will go to public bid every 12 months.)

1.9. Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS/TAPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS/TAPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

1.10. Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS/TAPS participant. Each invoice shall include the TIPS/TAPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS/TAPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS/TAPS and the TIPS/TAPS participant.

1.11. Payments

The TIPS/TAPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

1.12. Pricing

The Vendor contracts to provide pricing to TIPS/TAPS and its participating governmental entities that are the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS/TAPS members at a price lower than can be obtained thru the TIPS/TAPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS/TAPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS/TAPS of an increase.

All pricing submitted to TIPS/TAPS shall include the Two Percent (2%) participation fee to be remitted to TIPS/TAPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

1.13. Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS/TAPS on a bi-monthly scheduled report. (Vendor may submit sales monthly on their own. TIPS/TAPS will email a Bi-Monthly Submission Report to each vendor on November, January, March, May, July and September. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS/TAPS contract. Report may be sent to TIPS/TAPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

1.14. Indemnity

Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents.

Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

1.15. Multiple Vendor Awards

TIPS/TAPS reserves the right to award multiple vendor contracts for commodity categories when deemed in the best interest of the membership. Bidders scoring 80 % or above will be considered for an award. Commodity categories are established at the discretion of TIPS/TAPS.

1.16. State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

1.17. Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS/TAPS is subject to TIPS/TAPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS/TAPS and the Vendor may be construed as a guarantee that TIPS/TAPS participants will submit any orders at any time. TIPS/TAPS reserves the right to request additional proposals for items already on contract at any time.

1.18. Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS/TAPS is to be notified within 24 hours of receipt of order.

Special Terms and Conditions

It is the intent of TIPS/TAPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS/TAPS that the following procedures provide TIPS/TAPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must go to the TIPS/TAPS-Region VIII ESC office at 4845 North US Hwy 271, Pittsburg, Texas 75686 or fax 866.839.8472. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS/TAPS at the address/fax above within 24 business hours and confirm its receipt with TIPS/TAPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS/TAPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS/TAPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS/TAPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
- **Vendor custom website for TIPS/TAPS:** If Vendor is hosting a custom TIPS/TAPS web site, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request. See also Section 1.10.
- **Monthly Sales Report:** Vendor or vendor assigned dealer must submit a monthly or bimonthly sales report of all TIPS/TAPS participant purchases in the following format.

ISD/Entity name	PO#, and	PO Total Sales Amount.
Example: XYZ ISD	PO#ABC123	\$xxx.xx (order total)

Any other Special Terms and Conditions that Bidder/Vendor requests should be listed in detail for consideration by TIPS/TAPS:

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a M/WBE

Yes No

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder.

Yes No

Vendor's principal place of business is in the city of Irving State of Texas

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. Yes No

If answer is no, attach a statement detailing how pricing for TIPS/TAPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS/TAPS participation fee.

Yes No

1.4.3. Vendor agrees to remit to TIPS/TAPS the required 2% participation fee.

Yes No

1.4.4. Additional discounts to TIPS/TAPS members for bulk quantities?

Yes No

1.5. Company billing address where the invoice for the 2% participation fee will be sent by TIPS/TAPS:

Contact person: Shanan Ridnour
Company: Direct Packet, Inc., dba OneVision Solutions
Address: 909 Lake Carolyn Parkway Suite 1800
City, State, Zip: Irving, TX 75039
Phone: 972-714-0540
Fax: 972-580-8435
Email: sridnour@onevisionsolutions.com

1.6. Vendor Service

1.6.1. Average shipping time after receipt of customer order is 25 working days.

1.6.2. Vendor currently has a government-to-business e-commerce site Yes No

1.6.3. Which description best describes your company's position in the distribution channel?

1.6.4.

Manufacturer direct

Certified education/government reseller

Authorized distributor

Manufacturer marketing thru reseller

Value-added reseller

Other _____

1.6.5. Company experience in this commodity/category. 10 + Years

1.6.6. The Vendor can supply all areas of the following states currently served TIPS/TAPS:

RFP- Distance Learning Systems and Equipment Due September 6, 2012 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

AL AK AR AZ DE CA CO DC FL GA HI ID IL IN IO KS KY LA MA MD ME MO MI MS MT NC ND NE
NJ NM NV OH OK OR PA RI SC SD TN TX UT VA VT WA WI WY
 Yes No

If answer is no, please list which states can be served _____

2.6.6 The Vendor can supply all areas of the following states that may become serviced states of

TIPS/TAPS:

Yes No

CT MN NH NY WV

If answer is no, please list which states can be served _____

**** Prices are guaranteed for:** (Standard Time is "Term of Contract") Term selected will affect scoring.
_____ Month(s); or _____ Year(s); or X Term of Contract

Company and/or Product Description: (This information will appear on the TIPS/TAPS website for your company, if awarded a TIPS/TAPS contract.)

OneVision Solutions specializes in the sale and implementation of advanced videoconferencing solutions and services.

OneVision Solutions believes in building visual networks from the inside out.

Our expertise is building the necessary infrastructure building blocks with Management, Scheduling, Bridging,

Firewall Traversal and Streaming/Archiving. OneVision Solutions will assist all clients in leveraging existing technology

investments as well as recommending new technologies to insure that the clients' goals are met. Once these goals are met,

OneVision Solutions will continue to serve our clients with its best in class directResponse Maintenance.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

RFP- Distance Learning Systems and Equipment Due September 6, 2012 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

appropriate sales person. If vendor is awarded, these 2 contacts must be completely knowledgeable about the TIPS/TAPS contract. Online training by the TIPS/TAPS administration may be required of the 2 contacts listed below.

Main Contact:

Alternate Contact:

Name: Naomi Armentrout

Name: Ben Hall

Title: Inside Sales

Title: Director of Sales

Email: narmentrout@onevisionsolutions.com

Email: bhall@onevisionsolutions.com

Phone: 972-714-0540 x 58461

Phone: 972-714-0540

Fax: 972-580-8435

Fax: 972-580-8435

Mobile: 214-681-0211

Mobile: _____

Mailing Address: 909 Lake Carolyn Parkway Suite 1800

Mailing Address: 909 Lake Carolyn Parkway Suite 1800

City: Irving

City: Irving

State/Zip: Texas, 75039

State/Zip: Texas, 75039

WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the commodity award that you are submitting a proposal for. Words to be included in the Search Engine for my Company are: _____

Video, Video Conferencing,

Crestron, Extron, Smartboard, Speaker, Microphone

Audio visual, Polycom, Lifesize, Cisco, Tandberg, telepresense, streaming, archiving, recording, distance learning, ATP

Integration, Web Conferencing, desktop, Audio, Camera, Codec, Teleconferencing, Telemedicine, Remote learning, Projector, AMX, Projector

2% Contact for TIPS/TAPS Contract

Vendor must list the person who will be responsible for submitting the 2% payment and supportive documentation of sales to TIPS/TAPS on the bi-monthly reporting schedule.

Name: Shanan Ridnour Position: Sales Support

Email: sridnour@onevisionsolutions.com Telephone: 972-714-0540

RFP- Distance Learning Systems and Equipment Due September 6, 2012 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: _____

Company name	Direct Packet Inc., dba OneVision Solutions
Mailing Address	909 Lake Carolyn Parkway Suite 1800
City/State/Zip	Irving, TX 75039
Telephone No.	972-714-0540
Fax No.	972-580-8435
E-mail address	narmentrout@onevisionsolutions.com
Authorized signature	
Printed name	Naomi Armentrout
Position with company	Inside Sales
Web site URL	www.onevisionsolutions.com

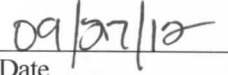
Accepted by The Interlocal Purchasing System:

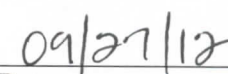
Term of contract September 26, 2012 through September 25, 2013

Unless otherwise stated, all contracts are for a period of one year with an option to renew annually for an additional two years if agreed to by TIPS/TAPS and the awarded Vendor. Vendors shall honor the Two Percent (2%) participation fee for any sales made based on a TIPS/TAPS contract whether the Vendor is awarded a renewal or not.


TIPS/TAPS Authorized Signature


Approved by Region VIII ESC


Date


Date



January 2012

909 Lake Carolyn Parkway
Suite 1800
Irving, TX 75039

Reference #1



Bob Barnes
Videoconference Network & Web Support Services Manager
Region 10 Educational Service Center
400 E. Spring Valley Road
Richardson, TX 75081
972.348.1610 - Office
972.348.1018 - Fax
214.729.2399 - Cell
Bob.Barnes@region10.org

Region 10 is a large K12 educational service center in North Texas providing IT, internet, and technology services to 650,000 students within 80 school districts. Bob Barnes and his team manage a video network of hundreds of endpoints and infrastructure devices. Region 10 has deployed Tandberg/Cisco, Polycom, Direct Packet, LifeSize, et al. One Vision Solutions provides Region 10 annual maintenance contract support services, infrastructure deployment services, and fulfills new technology procurement. Bob Barnes is a board member of the Texas Distance Learning Association (2007-present) and its former President (2009-2010).
<http://www.txdla.org/>

Region 10's infrastructure inventory includes:

Cisco Telepresence Management Suite (TMS)
Cisco Telepresence Content Server (TCS)
Codian MSE-8000 MCU

Direct Packet IPC Router (Back End)
Direct Packet IPC Controller (Front End)
Direct Packet Dedicated Versatile Network (DVN)
Direct Packet REO

Reference #2



Regional Service Center 14
1850 Highway 351
Abilene, TX 79601

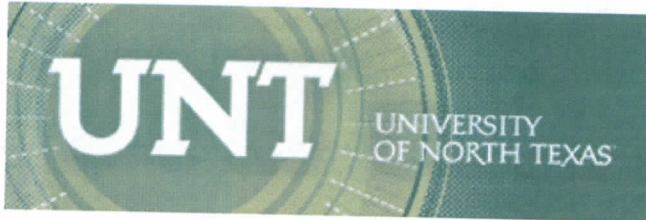
Tommy Bearden
325-675-8668
bearden@esc14.net

Region 14 schools represent the best of the Rural West Texas spirit. We serve and support the approximately 50,000 students in 43 school districts located in the 13 counties which make up Region 14. Services are delivered to over 3,900 professional educators and 200 administrators who impact the lives of all of our children on 160 campus sites. There are seven institutions for higher learning including 3 universities, 3 colleges, and 1 technical college in Region 14.

Through an awarded RUS Grant, Region 14 chose OneVision Solutions as their video partner. The Service Center purchased over 50 endpoints, infrastructure, including Firewall Traversal and bridging. Region 14 has a mixed environment to include Cisco and Direct Packet.

OneVision Solutions has also been a servicing Region 14 before the RUS Grant was awarded.

Reference #3



University of North Texas

410 Ave. C Chilton
Denton, TX 76201

Brenda Ritz
940-369-7877
ritz@unt.edu

The University of North Texas is a student focused public research university and the flagship of the UNT System.

UNT leads Texas public universities in the number of students selected as Goldwater Scholars in math and science. The university has been named one of America's 100 Best College Buys® for 16 consecutive years and is listed as a "Best in the West" college by [The Princeton Review](#).

UNT has been a partner to OneVision Solutions since 2007. The customer began purchasing our directResponse Service Contract and grew into buying integrated rooms. This customer shows others how OneVision Solutions works alongside our customers as a partner. When integrating the rooms for UNT, not only did we integrate into classrooms, but also into the President's boardroom and into the campus' libraries.

UNT has purchased from OneVision a Cisco endpoint solution and has integrated the Direct Packet Infrastructure to expand past their campus through this product.

The product includes over 10 Education System

The new C series codec's

Edge systems

EX 90 systems to replace the original 1000 series systems

MCU, Firewall Traversal, TMS Scheduling Tool, and

Recording Tool

Reference #4



Oregon State University
Corvallis, OR 97331-4501

Derek Abrams
541-713-3330
Derek.abrams@oregonstate.edu

Oregon State is a leading research university located in one of the safest, smartest, greenest small cities in the nation. Situated 90 miles south of Portland, and an hour from the Cascades or the Pacific Coast, Corvallis is the perfect home base for exploring Oregon's natural wonders.

Oregon State University is one of our largest Polycom and Direct Packet users to date. The customer purchased multiple endpoints and infrastructure to support the state of Oregon. Multiple public entities, including public and private healthcare organizations, utilize OSU's infrastructure as their main backbone for bridging, firewall traversal and conferences. The Oregon Health Network, which is a network of 241 hospitals and the largest Health Network in the state of Oregon, utilizes OSU's infrastructure for their internal uses as well.

OSU has been an OVS customer since 2011.

Reference #5



ASMSA

Arkansas School for Mathematics, Sciences, and the Arts
200 Whittington Ave
Hot Springs, AR 71901

Chris Robbins
501-622-5100
crobbins@asmsa.org

ASMSA is one of thirteen public, residential high schools in the country specializing in the education of gifted and talented students who have an interest and aptitude for mathematics and science. ASMSA is unique in its mission and service to education. Created in 1991 by an act of the Arkansas Legislature, we have the distinction of being one of the nation's top secondary schools for superior students. ASMSA instructors hold masters degrees and 27% have PhDs..

ASMSA started as a OneVision customer in 2009, after winning a RUS grant in January of 2009. We have serviced and maintained all the endpoints and infrastructure product since that date. The school has not only multiple endpoints across the state of Arkansas but they also have expanded out into multiple other states to include Louisiana, Texas and Oklahoma. With the expansion of the video endpoints the school realized the need to expand out into video infrastructure and currently run off multiple Cisco products.

ASMSA is an ongoing customer adding video endpoints frequently.

Reference #6



Carol Willis
TETN Manager
5701 Springdale Road
Austin, TX 78723
(512) 919-5372 – Off
(512) 771-9056
carol.willis@esc13.txed.net

The mission of the Texas Education Telecommunications Network (TETN) is to facilitate communications among educational entities throughout Texas to improve student performance and to increase efficiency of educational operations via an effective telecommunications network. TETN membership is a consortium of twenty-one (21) entities; the Texas Education Agency (TEA) and the twenty Texas Education Service Centers (ESCs). ESC Region XIII is the fiscal agent of the network and is responsible for the consortium budget and the TETN office.

All TETN network infrastructure (HD MCU, TMS, VCS, VCS Expressway) is manufactured by Cisco/Tandberg. Current infrastructure upgrades includes capacity expansion and desktop video (MOVI) capabilities. One Vision Solutions provides TETN hardware fulfillment and maintenance and install services.



STANDARD OVS Direct Response Service Descriptions

OneVision Solutions' services offerings are based on a simple premise: Offer personal touch service from the industry's most qualified engineers. ***More specifically, each support technician is a One Vision Solutions employee certified by the manufacturer. The OVS recommended solution is Tandberg centric and our call center is believed to have more Tandberg certified engineers than any other US based company.*** This translates to shorter resolve times, limited numbers of escalations, and higher availability of the solution.

Overview of OneVision Solutions service solutions:

OneVision Solutions directResponse REMOTE CARE

OneVision Solutions will provide all telephone support and materials necessary to enable the covered products to perform correctly in accordance with their warranties, specifications, user manuals, descriptions and/or other related documentation, and to timely resolve each problem or error (collectively, the "SERVICES"). Neither product inter-operability (either among covered products or between a covered product and any other product), whether arising from software or otherwise, nor in-wall cabling features are covered within the SERVICES. Although OneVision Solutions will assist "CUSTOMER" with problem resolution into the network and with external audio/video equipment, OneVision Solutions has no responsibility for either network connectivity or external video system component failure, nor does OneVision Solutions have any responsibility for the performance of, or any charges or expenses associated with, network carrier services.

Remote maintenance program covers software protection with upgrades, bug fixes and patches unless identified as excluded in Exhibit A (if included) for a particular product.

Remote maintenance program includes (see Section 1 for detailed explanation):

- **Toll-Free Help Desk Telephone Support with Network Connectivity Coordination**
- **Failed Part Replacement**

OneVision Solutions directResponse ON-SITE CARE

The directResponse On-Site Maintenance Program includes all services and processes described above for covered products plus the following services (see Section 2 for detailed explanation):

- **On-Site Field Engineer (for part replacement)**
- **Preventative Maintenance Plans**



1 OneVision Solutions directResponse REMOTE CARE Description

Toll-Free Help Desk Telephone Support with Network Connectivity Coordination

- 1.1 The OneVision Solutions Desk is available 7am-7PM Central Time for telephone assistance regarding user questions, trouble call reporting, usage or maintenance assistance.
- 1.2 To obtain service, "CUSTOMER" is required to open a trouble ticket by calling the OneVision Solutions Helpdesk at (877) 866-9800 or (972) 580-8430 or by email at support@onevisionsolutions.com. A technical service representative will request serial number and description of the problem in order to open a trouble ticket. To expedite OneVision Solutions diagnosis of the problem, "CUSTOMER" will be required to assist the engineer by performing non-technical isolation procedures as directed the engineer (e.g., power cycling components, provide remote access).
- 1.3 OneVision Solutions Help Desk Technicians utilize trouble call tracking and database software for problem resolution and escalation procedures.
- 1.4 The OneVision Solutions Help Desk will continue to track and manage resolution on the call ticket until the trouble has been fixed and tested.
- 1.5 All ticket creation will fall into one of four categories, as outlined the "Impact Level Guidelines" (Appendix A).

Failed Part Replacement

- 1.6 OneVision Solutions will remotely assist "CUSTOMER" in determining the defective part to be replaced for any Product covered under the OneVision Solutions directResponse Remote Care maintenance program.
- 1.7 Replacement parts for "CUSTOMER" within the continental United States are shipped priority overnight for delivery on the next business day when possible (or, if outside the continental 48 United States, the third business day) following OneVision Solutions diagnosis of the failure. In the case of parts for monitors or carts, parts are shipped for delivery on the third business day (or, if outside the continental 48 United States, the fifth business day). (A business day ends at 4:00PM local time, Monday through Friday excluding OneVision Solutions holidays.) Each replacement part will be equivalent in functionality and feature set to the part that it replaces.
- 1.8 Shipments of parts rely upon freight carriers' satisfaction of their delivery commitments. OneVision Solutions will not be responsible for any failure to satisfy its service commitment as a result of a failure by a carrier to deliver parts by the committed time, whether due to acts of God, weather, disaster, and loss/damage of package, parts unavailability or other similar causes.
- 1.9 OneVision Solutions will remotely supervise (or, if per the procedures described below, a OneVision Solutions Field Engineer is on customer site, directly handle) packaging and addressing of the failed part for return to OneVision Solutions at OneVision Solutions expense. "CUSTOMER" must return failed parts or



components or systems to OneVision Solutions within (5) business days following the receipt of the applicable replacement. Replaced parts returned to OneVision Solutions become the property of OneVision Solutions. OneVision Solutions may invoice "CUSTOMER" for any materials not returned within such a period.

- 1.10 Display Devices: OneVision Solutions will facilitate the manufacturer's warranty on displays (Plasma, LCD, projection screen, etc). These items are only supported with advanced exchange service when a specific maintenance plan has been purchased. Devices beyond the manufacturer's warranty will be supported on a cost plus basis. Video screen "burn in" on ANY type of display is not covered by the manufacturer or OneVision Solutions.

2 OneVision Solutions directResponse ON-SITE CARE Description

On-Site Field Engineer (for part replacement)

- 2.1 If telephone Help Desk troubleshooting and isolation procedures per the OneVision Solutions Service Escalation Procedure do not resolve the problem, the OneVision Solutions Help Desk will dispatch an OneVision Solutions Field Engineer for replacement of suspected failed parts on the Products. This service is on-site at the customer location on the business day following OneVision Solutions diagnosis of the problem.
- 2.2 If on-site replacement does not resolve the suspected trouble issue, OneVision Solutions will remain on-site at no additional charge to further isolate and resolve the problem if a Product is still suspected as its source. If OneVision Solutions determines that no Product is the source of the trouble issue, the OneVision Solutions Field Engineer may stay on-site to assist other vendors, network carriers or in-house wiring personnel at the Time and Materials rates set forth below.
- 2.3 All calls for on-site service calls must fall into the category of "Impact Level 1" (in accordance with Appendix A).
- 2.4 Next day on-site services are available through the continental 48 United States. Hawaii and Alaska are best efforts next business day, guaranteed two business day. International support requires a custom service quotation from OneVision Solutions Technical Services.
- 2.5 Included with the On-site Care program at no additional cost, OneVision Solutions will schedule onsite bi-annual proactive room re-certifications to ensure that room operation and performance is retained and consistent with the original design and functionality.