

VENDOR CONTRACT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

IP TV and Video Distribution

CONTRACT #1092216

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. 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, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, 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.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

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.

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.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS 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.

Tax exempt status

A taxable item sold, leased, rented to, 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.

Assignments of contracts

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

Disclosures

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.
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 program.
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.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

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 and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS 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 and the TIPS participant.

Payments

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

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is 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 promptly lower the cost of any product purchased through TIPS 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 of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS 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, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS 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, TIPS 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, TIPS 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.

Multiple Vendor Awards

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

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.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS 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 and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS

member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, 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 be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS 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 approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, 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.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

[illegible]

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Karen Walton Internal Support Specialist	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Karen.Walton@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	(903) 575-2761			
Fax	(866) 929-4402			
Bid Number	1092216			Department Building
Title	IP TV and Video Distribution			
Bid Type	RFP	Department Building		Floor/Room
Issue Date	7/1/2016 08:00 AM (CT)			Telephone
Close Date	8/12/2016 03:00:00 PM (CT)			Fax
Need by Date		Floor/Room		Email
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Data Projections Inc.
Address 3700 W. Sam Houston Pkwy S
Suite 525
Houston, TX 77042

Contact
Department
Building
Floor/Room
Telephone 1 (713) 7811999
Fax 1 (713) 7813338
Email
Submitted 8/1/2016 11:41:02 AM (CT)
Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Jessica Greening

Email jgreening@datapredictions.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	N/A
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	BrightSign - Jeainie Lip - jlipp@almo.com Crestron - Catherine Bell - cbell@crestron.com Discover Video - Mike Savic - mikes@discovervideo.com Polycom - Geoff Astill - Geoff.astill@polycom.com VBrick - Scott Grimm - scott.grimm@vbrick.com Visix - Jason Cain - jcain@visix.com
6	Primary Contact Name	Primary Contact Name	Robby Turner
7	Primary Contact Title	Primary Contact Title	Executive VP
8	Primary Contact Email	Primary Contact Email	rturner@dataprojections.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2104082860
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2104084598
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Jessica Greening
13	Secondary Contact Title	Secondary Contact Title	Inside Sales Assistant
14	Secondary Contact Email	Secondary Contact Email	jgreening@dataprojections.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7137811999
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7137813338
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Ginny Gibson

19	Admin Fee Contact Email	Admin Fee Contact Email	AccountsReceivable@dataprojections.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7137811999
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Ed Team
22	Purchase Order Contact Email	Purchase Order Contact Email	DPIEdSalesTeam@dataprojections.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7137911999
24	Company Website	Company Website (Format - www.company.com)	www.dataprojections.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	76-0326022
26	Primary Address	Primary Address	3700 W. Sam Houston Pkwy South, Suite 525
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	77042
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Discover Video, Visix, V-Brick, Polycom, AMX/Harmen, BrightSign, Crestron, NewTek DEVOS, Streamsie, Rev, StreamPump, Morning Announcement Cart, Professional Development, Mantis, Digital Signage, Video Conferencing, Cloud, Flip Classroom, Lesson Capture, Lecture Capture, Distance Learning, Maintenance Agreement, Renewals
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)

36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	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. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	10
44	Years Experience	Company years experience in this category?	29
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	1 YEAR

Line Items		
Response Total:		\$0.00

Resellers - Dealers

Reseller/Dealer Name	Address	City
Polycom	7700 W. Parmer Ln., Bldg C, Suite 100	Austin
Discover Video	101 North Plains Industrial Rd	Wallingford
Visix	230 Scientific Dr., Suite 800	Norcross
V-Brick	2121 Cooperative Way #100	Herndon
BrightSign	16780 Lark Ave B	Los Gatos
Crestron	15 Volvo Drive	Rockleigh

State	Zip	Contact Name	Contact Email
TX	78729	Geoff Astill	geoff.astill@polycom.com
CT	06429	Tony Spearink	tonys@discovervideo.com
GA	30092	Jason Cain	jcain@visix.xom
VA	20171	Scott Grimm	scott.grimm@vbrick.com
GA	95032	Paul Butler	pbutler@brightsign.biz
NJ	07647	Catherine Bell	cbell@crestron.com

Contact Phone	Contact Fax	Company Website
512-626-1180		http://www.polycom.com/
281-577-8143		http://www.discovervideo.com/
214-716-0458		http://www.visix.xom
469-601-5441		http://vbrick.com
408-852-9263		http://www.brightsign.biz
972-639-6242		http://www.crestron.com

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES MZ Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES MZ Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES MZ Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES MZ Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES MZ Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

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small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES MZ Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES MZ Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES MZ Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

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Does vendor certify to the provisions in Federal Rule (9) above? YES MZ Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES MZ Initial of Authorized Company Official

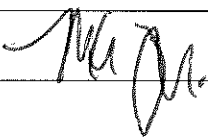
Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES MZ Initial of Authorized Company Official

Company Name Data Projections, Inc.

Print name of authorized representative Matthew Zaleski

Signature of authorized representative 

Date 08/01/2016

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

☐

YES or

☒

NO

2. If yes, do you agree to comply with the following federal requirements? (Check one)

☐

YES or

☒

NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Data Projections, Inc.

Name of authorized representative Matthew Zaleski

Signature of authorized representative 

Date 08/01/2016

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

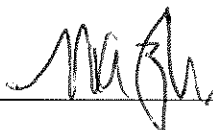
Vendor Name: Data Projections, Inc.

Vendor Address: 3700 W. Sam Houston Pkwy S., Suite 525, Houston, TX 77042

Vendor E-mail Address: DPIEdSalesTeam@dataprojections.com

Vendor Telephone: (713) 781-1999

Authorized Company Official's Name: Matthew Zaleski

Signature of Company Official: 

Date: 08/01/2016

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: _____
Data Projections, Inc.
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in 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.

Company Name: Data Projections, Inc.

Mailing Address: 3700 W. Sam Houston Pkwy S., Suite # 525

City: Houston

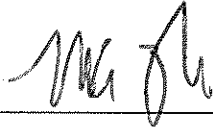
State: TX

Zip: 77042

Telephone Number: (713) 781-1999

Fax Number: (713) 781-3338

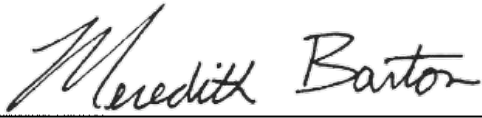
Email Address: mzaleski@dataprojections.com

Authorized Signature: 

Printed Name: Matthew Zaleski

Position: President

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 September 22, 2016
TIPS Authorized Signature Date

 September 22, 2016
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Katy ISD	Katy	TX	Brenda White	281-396-2292
Lamar ISD	Richmond	TX	Ken Walla	832-223-0205
Lake Travis ISD	Austin	TX	Chris Woehl	512-533-6569
Eanes ISD	Austin	TX	Carl Hooker	512-732-9000
Prairie View A&M	Prairie View	TX	Rodney Moore	936-261-9311
Texas A&M Kingsville	Kingsville	TX	Michelle Duran, Ph. D.	361-593-5501
Texas A&M International	Laredo	TX	D. Patricia Abrego	956-326-2302
Dallas County Community College	Dallas	TX	Michael C. Johnson	214-860-2166

AMX DOMESTIC CHANNEL PARTNER and END CUSTOMER LIMITED WARRANTY, DISCLAIMER AND LICENSE

(2.11.2014 Excerpt from CHANNEL PARTNER TERMS AND CONDITIONS Versions 11.17.2011 with updates for previous version 2.15.2013 [sections 6.1 (f), 6.5, 6.5 (b) and 6.6 updated, section 6.7 deleted])

Definitions

“End Customer” means an authorized end customer with direct in warranty privileges from AMX. Within this limited warranty, disclaimer and license document, “End Customer” shall have the same meaning as “Channel Partner” with the noted exceptions of Sections 6.5 through 6.9 which are not applicable or available to End Customer’s directly from AMX. Offerings described in Sections 6.5 through 6.9 are available to End Customer only through their selected authorized AMX Channel Partner.

6. LIMITED WARRANTY; RETURN, REPAIR AND REPLACEMENT

- 6.1 AMX warrants the Products to be free of material defects in materials and workmanship under normal use for three (3) years from the Shipping Date (or such other period as may be specified below), subject to the following limitations and exceptions (“Limited Warranty”). For any Product, “Warranty Period” means the period during which the Limited Warranty is in effect, as set forth herein.
- (a) LCD and LED panels are warranted for three (3) years from the Shipping Date, except for the display and touch overlay components, which are warranted for a period of one (1) year from the Shipping Date.
 - (b) Disk drive mechanisms, pan/tilt heads and external power supplies are warranted for a period of one (1) year from the Shipping Date.
 - (c) AMX lighting Products are warranted to switch on and off any load that is properly connected to our lighting Products, as long as the AMX lighting Products are under warranty. AMX also warrants the control of dimmable loads that are properly connected to our lighting Products. The dimming performance or quality thereof is not warranted, due to the random combinations of dimmers, lamps and ballasts or transformers.
 - (d) AMX software and firmware included in the Products is warranted for a period of ninety (90) days from the Shipping Date.
 - (e) Batteries and incandescent lamps are not covered under the Limited Warranty.
 - (f) The Warranty Period for AMX EPICA, Enova DGX (DGX Enclosure and respective IO boards only), Modula, Modula Series 4, Modula Cat Pro Series and 8Y-3000 Product models will continue for the original installation until five (5) years after the issuance of a PDN with respect to termination of the applicable Product model. However, if the Product is moved from its original installation to a different installation, the Warranty Period will automatically become three (3) years from the Shipping Date and, if more than three (3) years have elapsed since the Shipping Date, the Warranty Period will automatically expire.

- 6.2 Channel Partner's sole and exclusive remedy for breach of any Product warranties hereunder will be limited to (at AMX's option) either (i) return of the Products and repayment of their Net Price, or (ii) repair and replacement of defective parts of the Products. In addition, the Limited Warranty is subject to the following terms, conditions and limitations.
- (a) The Limited Warranty does not apply to (1) any Product that has been modified, altered or repaired by an unauthorized agent or improperly transported, stored, installed, used or maintained, (2) damage caused by acts of nature, including flood, erosion or earthquake or (3) damage caused by a sustained low or high voltage or by a low or high voltage disturbance, including brownouts, sags, spikes or power outages.
 - (b) The Products contain certain hardware and firmware components obtained from third-party suppliers ("Third Party Components"). The Limited Warranty does not apply to the Third-Party Components, except that:
 - (1) To the extent permitted by AMX's contracts with the suppliers of the Third-Party Components, AMX shall pass through to Channel Partner all warranties such suppliers make to AMX regarding the operation of the Third Party Components; and
 - (2) AMX warrants that, during the Warranty Period, all AMX-developed components of the Products will interface and function properly with the Third Party Components so long as the Third Party Components operate as warranted by the third-party supplier.
 - (c) OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, AMX MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, WRITTEN, ORAL OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. AMX RESERVES THE RIGHT TO MODIFY OR DISCONTINUE DESIGNS, SPECIFICATIONS, WARRANTIES, PRICES, AND POLICIES WITHOUT NOTICE.
- 6.3 All Products returned to AMX require a return material authorization ("RMA") number. The RMA number should be requested from the AMX RMA department. The RMA number must be clearly marked on the outside of each box containing Product to be returned. The RMA is valid until thirty (30) days after issuance, at which time the RMA will be cancelled. Any shipments received that are not consistent with the RMA, or after the RMA has been cancelled, will be refused. AMX is not responsible for Products returned without a valid RMA number.
- (a) Subject to the terms, conditions and limitations set forth herein, AMX will, at no cost to Channel Partner, repair any material Product defect due to materials or workmanship issues reported during the applicable Warranty Period.
 - (b) Channel Partner is responsible for in-bound freight and AMX is responsible for out-bound ground freight expenses. AMX will complete the repair and ship the

Product within five (5) business days after AMX's receipt of the Product, unless AMX has provided notice within that period that the repair cannot be completed within five (5) business days.

- (c) The Warranty Period for Products repaired will be ninety (90) days from Shipping Date or the balance of the original Product's Warranty Period, whichever is greater.
- (d) Products that are returned and exhibit signs of damage or unauthorized use will be processed under the non-warranty repair policy set forth in Section 6.4.
- (e) AMX will continue to provide warranty repair services for the remainder of the applicable Warranty Period for Products discontinued or replaced pursuant to AMX's issuance of a Product discontinuance notice ("PDN").

6.4 Products that do not qualify to be repaired under the warranty repair policy set forth in Section 6.3 due to expiration of the Warranty Period, misuse, unauthorized use or failure to meet any of the other conditions set forth herein may be repaired under the terms of this Section 6.4 ("Non-Warranty Repair").

- (a) Non-Warranty Repair is a billable service.
- (b) Products repaired under this Section 6.4 will carry a Limited Warranty on material and workmanship for ninety (90) days after the applicable Shipping Date.
- (c) AMX will notify Channel Partner of the cost of repair, if the cost is greater than the Standard Repair Fee, within five (5) days after receipt. The "Standard Repair Fee" is the amount specified as such at AMX.com at the time the Product is received. All Non-Warranty Repairs are subject to an evaluation fee, also specified at AMX.com, which will be payable if Channel Partner chooses not to go ahead with the repair.
- (d) Channel Partner must provide a Purchase Order for Products returned for Non-Warranty Repair, or credit card number, within five (5) days after notification from AMX, or the Product will be returned to Channel Partner at Channel Partner's expense.
- (e) Channel Partner will be responsible for in-bound and out-bound freight expenses for all Non-Warranty Repairs.
- (f) Each Non-Warranty Repair is subject to AMX's prior approval on a case-by-case basis. Products approved for Non-Warranty Repair will be repaired within ten (10) business days after Channel Partner is notified of AMX's approval of the Non-Warranty Repair, unless AMX has provided notice within that period that the repair cannot be completed within ten (10) business days.
- (g) Products that are not approved for Non-Warranty Repair will be returned to Channel Partner at Channel Partner's expense.

- 6.5 Advance Replacement Policy – Within 6 Months. Subject to the following terms and conditions, if a material Product defect due to materials or workmanship issues is reported during the first six (6) months of the Warranty Period, in addition to any repair services to which Channel Partner may be entitled under Section 6.3, subject to availability, Channel Partner may receive a replacement for the Product (“Advance Replacement”).
- (a) To help maintain Channel Partner and AMX records, a Purchase Order for the Advance Replacement will be required from Channel Partner.
 - (b) Within one (1) business day after AMX’s receipt of a Purchase Order for an Advance Replacement during the first six (6) months of the Warranty Period, if an Advance Replacement is available, AMX will ship the Advance Replacement by reputable priority courier service.
 - (c) Channel Partner will be invoiced only for the price of the Advance Replacement, but not the freight.
 - (d) Subject to the terms and conditions of Section 6.2, AMX will issue an RMA for the defective Product.
 - (e) To be eligible for credit against amounts paid for an Advance Replacement, Channel Partner must return the defective Product at its expense within thirty (30) days after issuance of the RMA.
 - (f) A credit will be applied to Channel Partner account within fifteen (15) business days after receipt and verification of the defective Product. The actual amount of credit will be determined by AMX based on the condition and completeness of the Product returned.
 - (g) AMX will continue to provide Advance Replacement support, per the above-mentioned guidelines, for a Product that has been discontinued via a PDN. However, after a Product is discontinued, AMX has sole discretion as to whether the Advance Replacement provided is a replacement for the Product originally purchased or a new Product that has replaced it.
- 6.6 Advance Replacement Policy – 7 to 12 Months. If a material Product defect due to materials or workmanship issues is reported after the first six (6) months of the Warranty Period, but before the earlier of twelve (12) months after the Shipping Date or the end of the Warranty Period, subject to availability, an Advance Replacement may be provided under the same terms and conditions as set forth in Section 6.5; provided that Channel Partner will be charged a non-refundable fee equal to twenty percent (20%) of the price of the Advance Replacement.
- 6.7 Channel Partner may, during the first six (6) months of the applicable Warranty Period, return any Product purchased hereunder and receive a credit under the following terms and conditions.
- (a) The credit will initially be determined as set forth below, but will be reduced based on the physical condition and completeness of the returned components by such amount as determined by AMX in its sole discretion. The credit will be

applied to Channel Partner account within fifteen (15) business days after receipt and verification of the returned Product.

- (1) The maximum credit for a Product returned within the three (3) month period beginning on the Shipping Date will be eighty-five percent (85%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be seventy-five percent (75%) of the original Net Price.
- (2) The maximum credit for a Product returned after the above three (3) month period but within six (6) months after the Shipping Date will be seventy-five percent (75%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be forty-five percent (45%) of the original Net Price.

- (b) AMX reserves the right to disallow any returns of Product for credit after the issuance of a PDN by AMX for such Product. A PDN will be effective upon publication, including by posting of the PDN at AMX.COM.

6.8 If Channel Partner is designated as a “Platinum Partner” or “Platinum + Partner” in the Registration, then Section 6.8 will be subject to the following exceptions:

- (a) The maximum credit for a Product returned within the three (3) month period beginning on the Shipping Date will be one hundred percent (100%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be eighty-five percent (85%) of the original Net Price.
- (b) The maximum credit for a Product returned after the above three (3) month period but within six (6) months after the Shipping Date will be eighty-five percent (85%) of the original Net Price, if the Product has not been opened. For Product returned in such timeframe that has been opened, the maximum credit will be seventy-five percent (75%) of the original Net Price.

11. SOFTWARE LICENSE

- 11.1 Subject to the terms of this Agreement (including any restrictions set forth in the Registration), AMX hereby grants Channel Partner a non-exclusive, non-transferable license, within the territory specified in the Registration (or worldwide if none is specified), to use the Licensed Software, in object code form only, solely for purposes of demonstrating and marketing Products to potential purchasers and for providing Product support to End Users of the Products. “Licensed Software” means all software provided by AMX hereunder (including software and firmware embedded in the Products and custom software, including the encoding of graphical images for specific Solutions), including any subsequent modifications, enhancements, improvements or updates provided hereunder.
- 11.2 Subject to the terms of this Agreement (including any restrictions set forth in the Registration), AMX hereby grants Channel Partner a non-exclusive, non-transferable license, within the territory specified in the Registration (or worldwide if none is

specified), to grant sublicenses to End Users to use the Licensed Software, in object code form only, solely as necessary to operate and use of the applicable Product with which the Licensed Software is provided (“End User Licenses”). Each End User License will be in writing and will, at a minimum, provide that:

- (a) The Licensed Software is licensed, not sold. AMX and its suppliers retain all copyrights and other intellectual property rights in and to the Licensed Software. End User may not create derivative works of the Licensed Software.
- (b) End User shall not, and shall not permit any third party to, disclose, display, loan, publish, transfer (whether by sale, assignment, exchange, gift, operation of law or otherwise), license, sublicense or otherwise disseminate the Licensed Software. End User shall not reverse engineer, decompile, or disassemble the Licensed Software.
- (c) End User may not make copies of the Licensed Software other than as reasonably required for backup or archival purposes.
- (d) The Licensed Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

11.3 If Channel Partner is designated a Distributor in the Registration, then subject to the terms of this Agreement (including any restrictions set forth in the Registration), AMX hereby grants Channel Partner a non-exclusive, non-transferable license, within the territory specified in the Registration (or worldwide if none is specified), to grant sublicenses to its dealers to use the Licensed Software, in object code form only, solely for purposes of demonstrating and marketing Products to potential purchasers and providing Product support to End Users.

11.4 Channel Partner will comply with the restrictions set forth in this Section 11.4 and, if Channel Partner is designated a Distributor in the Registration, will cause its dealers to comply with these restrictions.

- (a) The Licensed Software will be used only by Channel Partner and only for the purposes expressly set forth in this Agreement. Channel Partner shall provide access to the Product solely to those of its full time employees or sub-contractors who require such access for the purposes set forth in this Agreement, so long as Channel Partner advises each such employee or sub-contractor of the confidentiality and other obligations set forth in this Agreement. Notwithstanding the foregoing, Channel Partner will remain liable to AMX for any failure to comply with this Agreement by its employees or sub-contractors.
- (b) Except as may be necessary in connection with its use of the Product for the purposes set forth herein, Channel Partner shall not, and shall not permit any other person to, disclose, display, loan, publish, transfer (whether by sale, assignment, exchange, gift, operation of law or otherwise), license, sublicense, copy or otherwise disseminate the Licensed Software, in whole or in part, to any

third party. Channel Partner shall not, and shall not permit any other person to, disassemble, decompile, reverse engineer or otherwise attempt to access or recreate the source code of any Licensed Software.

- (c) Channel Partner shall not alter, conceal or remove any notices regarding patents, patent applications, trademarks or copyrights, or any other legal notices contained on or in the Product. Channel Partner will retain on or in all copies of the Licensed Software the exact form of any such notices.
- (d) Channel Partner acknowledges and agrees that the Licensed Software and any other AMX Confidential Information embodied in the Product is the valuable property and trade secret of AMX, that any violation by Channel Partner would cause AMX irreparable injury for which AMX would have no adequate remedy at law and that, in addition to any other remedies, AMX is entitled to preliminary and other injunctive relief against any such violation without being required to post a bond or prove any damages.
- (e) During normal business hours and with reasonable notice to Channel Partner, AMX may conduct an investigation, either directly or through a designated representative and at AMX's expense, to confirm Channel Partner's compliance with the terms and conditions of this Agreement. Channel Partner shall allow AMX, or AMX's designated representative, to have access to Channel Partner's premises and any records (in whatever form kept by or on behalf of Channel Partner) relating to the Product and Channel Partner's use thereof. Channel Partner shall cooperate with, and shall reasonably assist, AMX in any such investigation. Any such investigation will be conducted in a manner that is designed not to disrupt Channel Partner's business and will be restricted in scope, manner and duration to that reasonably necessary to confirm Channel Partners' compliance with this Agreement.

Warranty and Return Policy

BrightSign players purchased at www.brightsign.biz are covered by a one-year parts and labor guarantee. If for some reason your BrightSign product is not working properly and customer support is unsuccessful in helping you troubleshoot your problem, just [contact us for an RMA](#) and you will be contacted with return shipping instructions (you will be required to return the unit within 90 days). Your product will be replaced at no charge. Shipping charges are not paid by BrightSign.

Limited Warranty

BrightSign® warrants the BrightSign product against defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase. If BrightSign determines that the BrightSign Product is defective, BrightSign will, at its option, either repair the unit or replace the unit with a new or rebuilt BrightSign product or an equivalent model of the BrightSign product, at no charge to the customer. THE FOREGOING SETS FORTH

BRIGHTSIGN'S SOLE OBLIGATION AND YOUR EXCLUSIVE REMEDY IN THE EVENT OF ANY BREACH OF THIS LIMITED WARRANTY.

Scope of and Limitation on Warranty

The warranty on the BrightSign Product is limited to the repair or replacement of defective units as described in Limited Warranty above. This warranty does not cover customer training or education, installation, set up adjustments, or signal reception problems. This warranty also does not cover any issues related to the content used with the BrightSign Product. This warranty does not cover damage due to acts of God, accident, misuse, abuse, negligence, or modification of, or to any part of, the BrightSign product. This warranty does not cover damage due to improper maintenance or operation of the BrightSign product, connection to improper voltage supply or attempted repair by anyone other than a facility authorized by BrightSign to service your BrightSign product.

Warranty Disclaimer

THE LIMITED WARRANTY AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY. ANY AND ALL OTHER WARRANTIES,

INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, QUIET ENJOYMENT AND ACCURACY ARE EXPRESSLY EXCLUDED. BRIGHTSIGN'S WARRANTY DOES NOT APPLY TO ANY SEPARATELY LICENSED CODE. THESE WARRANTIES ONLY APPLY TO BRIGHTSIGN PRODUCTS PURCHASED FROM BRIGHTSIGN OR AN AUTHORIZED BRIGHTSIGN DISTRIBUTOR. CUSTOMER SHALL NOT HAVE THE RIGHT TO MAKE OR PASS ON, AND SHALL TAKE ALL MEASURES NECESSARY TO ENSURE THAT NEITHER IT NOR ANY OF ITS DISTRIBUTORS, AGENTS, OR EMPLOYEES SHALL MAKE OR PASS ON ANY WARRANTY OR REPRESENTATION ON BEHALF OF BRIGHTSIGN TO ANY THIRD PARTY.

LIMITATION OF LIABILITY

IN NO EVENT WILL BRIGHTSIGN OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL AND INDIRECT DAMAGES, OR FOR LOSS OF REVENUE OR PROFITS OR DATA OR USE OR FOR THE COST OF SUBSTITUTE GOODS, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), ARISING OUT OF, OR IN CONNECTION WITH THE BRIGHTSIGN PRODUCT OR YOUR USE THEREOF. IN NO EVENT WILL BRIGHTSIGN'S OR ITS SUPPLIERS'

TOTAL CUMULATIVE LIABILITY RELATING TO THE BRIGHTSIGN
PRODUCT EXCEED THE PURCHASE PRICE OF THE BRIGHTSIGN
PRODUCT. Some jurisdictions do not allow the exclusion of implied
warranties or limitation of liability for certain incidental or consequential
damages, so the exclusions set forth above may not apply to you.

Crestron Electronics, Inc.

Standard Limited Warranty

Crestron Electronics, Inc. ("Crestron") warrants that if its products ("Products") are found to exhibit defects in material or workmanship under normal use during the period of three (3) years from the date of purchase, so long as customer purchased the Products directly from Crestron or an authorized Crestron dealer ("Customer") and promptly notifies Crestron of the defect and, if requested by Crestron, upon return of the defective Product, Crestron will, at its sole discretion, repair or replace such Product subject to the additional conditions and exceptions described below. This warranty is a limited warranty and gives you specific legal rights. You may also have other rights which vary from state to state.

Exceptions

This warranty is applicable to Products with the following exceptions: power supplies, motors and other moving or rotating mechanical parts are covered for a period of one (1) year; touch screen displays are covered for a period of ninety (90) days; batteries and lamps are not covered under this or any other warranty.

Terms and conditions of limited warranty

Customers should inquire of the dealer regarding the nature and extent of the dealer's warranty, if any. Repaired or replaced Products and parts supplied under this warranty shall be covered only by the unexpired portion of the warranty on the original purchase. This warranty is provided only to the Customer that purchased the Product and shall not extend to subsequent owners. This warranty does not cover, and Crestron is not responsible for labor costs to diagnose, remove, repair, replace, reinstall and/or program any Product.

This warranty shall be null and void, and Crestron shall have no liability under the terms of this warranty, if the Product has been used in an application or environment other than that for which it was intended or if it has been subjected to misuse, abuse, accidental damage, modification, improper repair or installation procedures or adverse environmental factors including incorrect line voltages, improper wiring, improperly rated fuses or circuit breakers, insufficient ventilation or incorrect temperatures or an act of God. This warranty does not cover any Product that has had the serial number altered, defaced or removed.

This warranty shall be the sole and exclusive remedy to the Customer. In no event shall Crestron be liable for incidental or consequential damages of any kind (property or economic damages inclusive) arising from the sale or use of the Product. Customer assumes and will hold Crestron harmless with respect to all such losses. Crestron's liability on any claim for damages arising out of or in connection with the manufacture, sale, installation, delivery, or use of the unit shall never exceed the purchase price of the unit. Crestron is not liable for any claim made by a third party or made by the Customer for a third party.

Further, Crestron shall have no liability for any claims of infringement of any patent, trademark, copyright or other intellectual property for the following: (i) if the Products are used in combination with other third party products or without Crestron's express authorization; (ii) if the Products were modified by anyone other than Crestron; (iii) for the use or sale of the Product other than as specified and authorized in Crestron's documentation; or (iv) for the use or sale of any version of Crestron software other than the most current version.

EXCEPT AS EXPRESSLY SET FORTH IN THIS WARRANTY, CRESTRON MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, NOR AUTHORIZES ANY OTHER PARTY TO OFFER ANY WARRANTY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE DURATION OF ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THIS WARRANTY PERIOD.

This warranty supersedes any and all previous warranties. Some states do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so these limitations may not apply to you. Crestron's obligations under any implied warranties shall be limited to the terms of this express warranty.

To make a warranty claim

To make a warranty claim, promptly notify Crestron within the warranty periods described above by calling the Crestron Technical Support Center at 1-888-CRESTRON. Crestron, in its sole discretion, will determine what action, if any, is required under this warranty. No Products may be returned for credit, exchange, or service without prior authorization from Crestron.

Most problems can be corrected over the phone through close cooperation between Customer and a Crestron technician. To better enable Crestron to address a warranty claim, please have the Product's serial and model numbers as well as its current operating system version, if applicable. If Crestron, in its sole discretion, determines that an on-site visit or other remedial action is necessary, Crestron may send a representative or coordinate the dispatch of a representative from a Crestron approved vendor, to Customer's site, and/or coordinate a warranty service call between Customer and a Crestron approved vendor.

Disclaimer regarding third party add-on content

From time to time and for various Product offerings, Crestron may make available through its dealers various third party software services ("Add-on Content") including, but not limited to, Internet weather and radio services and the like. Crestron may add or delete available Add-on Content at its sole discretion, without notice. To the maximum

Crestron Electronics, Inc.

Standard Limited Warranty

extent permitted by law, Crestron (on behalf of itself, its affiliates, licensors, and suppliers) expressly disclaims any and all warranties with respect to the Add-on Content, express or implied including, but not limited to, implied warranties of merchantability or fitness for a general or particular purpose. Additionally, Crestron makes no warranty that: (i) the Add-on Content will meet your requirements; (ii) the Add-on Content will be uninterrupted, timely, secure or error-free; (iii) the results from the use of the Add-on Content will be effective, accurate or reliable; or (iv) the quality of the Add-on Content will meet your expectations.

General

This warranty shall be governed by, and construed in accordance with, the laws of the State of New Jersey without regard to conflict of laws principles. In the event of any dispute arising between the parties in connection with or relating to this warranty, the parties agree that such dispute shall be resolved informally, if possible, and failing an informal resolution, then through final and legally binding arbitration to be conducted in New Jersey, with each party to bear its own costs. If for any reason a claim proceeds in court rather than in arbitration, Customer consents to the exclusive general jurisdiction of the state and federal courts of New Jersey, and waives any objection to such venue.



Product _____
Serial _____
Owner _____
Expire Date _____
Comments: _____

Limited Hardware Warranty

All systems and components are shipped with a limited warranty, which covers defects in materials and workmanship in hardware products. To determine which warranty came with your hardware product(s), see your packing slip or invoice.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state (or jurisdiction to jurisdiction), our responsibility for malfunctions and defects in hardware is limited to technical support, repair and replacement as set forth in this warranty statement. All expressed and implied warranties for the product, including but not limited to any implied warranties and conditions of merchantability and fitness for a particular purpose, are limited in time to the terms of the limited warranty period reflected on your packing slip or invoice. No warranties, whether expressed or implied, will apply after the limited warranty period has expired.

Shipping Damage

Customers are responsible to refuse all packages that arrive damaged. Customers need to notify Discover Video within 24 hours from the delivery date if a package was delivered damaged to obtain a RMA number. Customers take full responsibility for accepting any packages damaged during shipping. Shipping is FOB Wallingford CT.

Technical Support

During the Limited Warranty Period, Discover Video or our suppliers, will provide hardware product technical support. The scope of technical support consists of helping you diagnose and resolve problems with defects in computer systems supplied by us.

Software support for Discover Video products is sold separately.

The customer must provide Remote Access using either RDP or the Discover Video provided remote access software client in order for Discover Video or our suppliers provide support. Failure to provide remote access for troubleshooting will delay resolution and can further limit warranty coverage.

Return To Factory Warranty

For products with a Return To Factory Warranty, the customer should first contact Discover Video support. We will attempt to resolve hardware issues by working with the customer. The customer may be directed to return the product to the factory.

- The customer must first obtain a Return Material Authorization (RMA) from Discover Video support.
- The customer will bear any shipping costs from the customer to Discover Video. Discover Video will bear any shipping costs from Discover Video to the customer.
- Discover Video will restore the system to its original working condition provided it is within the Warranty Period.

- Hardware additions, software not preinstalled by us, upgrades, modifications, or configuration changes done by the Customer are not covered by this warranty, and may be damaged or removed during the repair process.
- Software is not covered under this warranty, but may be covered by Software Maintenance.
- It is necessary that a backup of the software and data on your system's hard disk drive and on any other storage device(s) in the system be done before Discover Video provides services to you. You understand and agree that Discover Video is not responsible for any loss of software or data under this Hardware Warranty.
- Individual component warranties will be voided if the components have been altered in any way, including without limitation: products that have been scratched, defaced, labeled or indelibly marked, tampered with or if serial numbers have been altered, or if factory sealed parts have been tampered with or broken.
- Warranties will be voided if product has been damaged by actions that are beyond our control, including for example, impacts, fluids, fire, flood, wind, earthquake, lightning or similar disaster, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability or any other Acts of God.
- Warranties will be voided if products have been damaged through misuse, abuse or mishandling, including without limitation the unauthorized modification of the system as a whole or any individual component, and/or the attachment of incompatible peripheral devices, or limitations placed by the manufacturer specifications.
- Warranty Services will be completed within a period of time deemed reasonable by Discover Video and/or the manufacturer.
- THIS LIMITED WARRANTY DOES NOT COVER MINOR IMPERFECTIONS IN UNITS THAT MEET DESIGN SPECIFICATIONS OR IMPERFECTIONS THAT DO NOT MATERIALLY ALTER FUNCTIONALITY.

On-Site Service Warranty

On-site service within the continental United States is available for DEVOS Server Hardware for five (5) years, starting from the date the hardware was shipped from Discover Video to the customer or to the customer's selected authorized reseller/integrator/VAR. The technician will need to have the full address of your system's location. A service technician will be dispatched to your location to service your system, according to your service level. All on-site service warranties include Advance Replacement with next day shipping.

- **Technician Knowledge** The service technician is provided by a 3rd party national service provider who is knowledgeable about the hardware to be serviced, but may have no knowledge about the software. The technician's job is to restore the hardware to working condition, which may entail replacing power supplies, server motherboard, option cards, disk drives, and similar.
- **Restore Service** Discover Video will provide remote software service restoration via RDP, Remote Support software, or similar remote high speed connection to the server in conjunction with the on-site technician's services.
- **Standard On-site Service Warranty Agreement** A service technician will, in most cases, be dispatched to arrive at your location for on-site service on the next business day (during your PPM); Monday through Friday, excluding Holidays (see "Holidays" below). If the service technician is dispatched for on-site service after 3:00 p.m. eastern standard time, the service technician may take an additional business day to arrive at your location.

Limits to On-Site Service

- **Holidays** Regular holidays shall include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, unless we notify you otherwise.
- **Service Area** These terms and conditions only cover your system(s) located in the 48 contiguous states. Hawaii and Alaska are not included. In addition, Discover Video may invoice you an additional charge for service in certain remote areas of the United States.
- **If You Miss the Service Visit** If you or your authorized representative is not at the location when the service technician arrives, the service technician cannot service your system(s). The service technician will leave a card to let you know he/she was there. If this occurs, you may be charged an additional fee for a second service call to repair your system(s).
- **If You Move Your System** If you move your system(s) to a geographic location in which the service coverage you purchased is not available at the same price as you paid for these terms and conditions, you may incur an additional charge to maintain the same categories of service coverage at the new location. If you choose not to pay such additional charge, your service may be automatically changed to categories of service that are available at such price or a lesser price in such new location with no refund available.
- **Optional & Extended Services** With regard to any services that are not within the coverage of these terms and conditions, it will be within our discretion whether to perform the services, and, if we or our suppliers elect to perform the services, the services will be subject to an additional charge to be paid by you.
- **Assistance You Must Provide** The service technician will need full access to your location and to your system(s) at no cost to us. You must assure that the service technician has working space, electricity, an internet connection and a local telephone line. If these requirements are lacking, we or our suppliers are not obligated to provide on-site service. In addition, your are obligated to provide remote access to the server for Discover Video to provide service restoration and other maintenance.
- **Software Maintenance** Discover Video requires that you have a current Software Maintenance in order for you to receive software updates and services. Because you have 5 years of on-site hardware maintenance does not suggest you have a similar period of software maintenance. It is possible for software maintenance to lapse, in which case you may still receive hardware maintenance but we cannot guarantee full restoral of your service.
- **Software Backup** It is necessary that a back up of the software and data on your system's hard disk drive and on any other storage device(s) in the system be done before we provide services to you. You understand and agree that we are not responsible for any loss of software or data.
- **Miscellaneous Limitations to Service Coverage** THESE TERMS AND CONDITIONS ARE OF LIMITED DURATION AND COVERAGE. These terms and conditions extend only to original purchasers of the system(s) and located within the continental United States, and to any person who buys the system(s) and these terms and conditions from the original purchaser, or a subsequent transferee, as long as Discover Video has been notified and has acknowledged the transaction. These terms and conditions extend only to uses for which a covered system was designed. If you use a covered system in a way that it was not intended to be used, this on-site service package is void, and we and our suppliers will not be obligated to repair or replace the system. The services we and our suppliers agree to provide under these terms and conditions are repair services that are necessary because of any defect that exists or occurs in materials or workmanship in the system(s) or in any system component covered by these terms and conditions. Preventive maintenance is not included. Installation, deinstallation, or relocation services and operating supplies are not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than us or our suppliers (or our representatives or assignees) are not included. We and our suppliers are not obligated to repair

any system or system component that has been damaged as a result of: (i) accident, misuse, or abuse of the system(s) or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than us or our supplier (or our representatives or assignees), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (iii) moving the System(s) from one geographic location to another or from one entity to another.

Other Limitations to Coverage

- On-site and limited warranties do not apply to peripherals such as monitors, mice, keyboards, printers, or any other components external to the computer.
- Special-order items, items that are not normally carried, sold, or advertised, are considered to be final sale and not returnable.
- Most manufacturers' warranties apply to defects encountered during normal use of the product while following manufacturers operating and installation instructions. These warranties generally do not apply if the damage or defect results from: (a) failure to follow such operating or installation instructions; (b) any negligence, mishandling, or accident; or (c) use of unauthorized parts or service.

Dell Branded Hardware

For Dell branded hardware, Discover Video has transferred ownership to you. For hardware service, contact Dell support and provide the Service Tag number from the label on the hardware.

Legal

TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES, REMEDIES AND LIMITATIONS CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE FULLEST EXTENT ALLOWED BY LAW, DISCOVER VIDEO ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER INFORMATION OR FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, SALE, INSTALLATION, MAINTENANCE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS SERVICE OR PRODUCTS, EVEN IF DISCOVER VIDEO, ITS SUPPLIERS OR ITS RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DISCOVER VIDEO'S SOLE LIABILITY WITH RESPECT TO ITS PRODUCT IS LIMITED TO REPAIR OR REPLACEMENT OF THE SUBJECT SOFTWARE PRODUCT AT DISCOVER VIDEO'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL FOR ESSENTIAL PURPOSE.

THE PRODUCTS SOLD BY DISCOVER VIDEO ARE NOT INTENDED FOR AND WILL NOT BE USED IN LIFE SUPPORT SYSTEMS, MEDICAL EQUIPMENT, NUCLEAR FACILITIES OR SYSTEMS, AIRCRAFT, AIRCRAFT DEVICES, AIRCRAFT/EMERGENCY COMMUNICATION DEVICES OR OTHER CRITICAL SYSTEMS WHOSE FAILURE TO PERFORM BE REASONABLY EXPECTED TO RESULT IN SIGNIFICANT INJURY OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. ACCORDINGLY, DISCOVER VIDEO DISCLAIMS ANY AND ALL LIABILITY, AND SHOULD BUYER USE OR SELL SUCH PRODUCTS FOR USE IN SUCH ULTRA-HAZARDOUS APPLICATIONS, IT DOES SO ENTIRELY AT ITS OWN RISK. FURTHERMORE, BUYER AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD DISCOVER VIDEO HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LITIGATION, AND PROCEEDINGS OF ANY KIND ARISING OUT OF OR RELATED TO SUCH ULTRA-HAZARDOUS USE OR SALE.

NewTek Warranty

Warranty Coverage

NewTek offers a limited one-year hardware warranty on all its video products. For more information about the specific warranty covering your NewTek product, please refer to the warranty provided with your product.



PRODUCT WARRANTY GUIDE

Use the chart below to determine the warranty periods applicable to Polycom's Limited Warranty for products. The Terms and Conditions are listed on pages two and three.

Product Family	Software Warranty (bug fixes only)	Hardware Warranty (return to factory repair)	Hardware Warranty (repair cycle time)
Video Endpoints			
Polycom® RealPresence® Group Series	90 days	1 year	30 days
Polycom® HDX® Systems	90 days	1 year	30 days
Polycom® QDX® 6000	90 days	1 year	30 days
Polycom® CMA® Desktop	90 days	1 year	30 days
Video peripherals (purchased from Polycom)	90 days	1 year	30 days
Voice			
PSTN desktop and conference phones	90 days	1 year	30 days
VoIP desktop and conference phones	90 days	1 year	30 days
Polycom® Communicator™ products	90 days	1 year	30 days
Polycom® CX Series products	90 days	1 year	30 days
Polycom® SoundStructure® products	90 days	1 year	30 days
Polycom® Vortex® products	90 days	2 years	30 days
Polycom® RealPresence® Platform			
Polycom RealPresence® CloudAXIS™ suite	90 days software warranty	N/A hardware warranty RTF	N/A hardware warranty repair cycle
Polycom RealPresence® Content Sharing suite	90 days software warranty	N/A hardware warranty RTF	N/A hardware warranty repair cycle
Polycom® RealPresence® Collaboration Server solutions	90 days	1 year	30 days
Polycom® RealPresence® Media Manager® software	90 days	1 year	30 days
RealPresence® Capture Station solution, Polycom® RSS™ 5000 server	90 days	1 year	30 days
Polycom® RealPresence® Resource Manager application	90 days	1 year	30 days
Polycom® CMA® and Polycom® RealPresence® DMA® applications	90 days	1 year	30 days
Polycom® VBP® security solutions	90 days	1 year	30 days
Polycom® RealPresence® Access Director™ solutions	90 days	1 year	30 days
Telepresence and Vertical Solutions			
Polycom® RPX™, OTX®, and ATX™	90 days	1 year	30 days
Custom products	90 days	1 year	30 days
Halo™ Series	90 days	1 year	30 days
Hardware Upgrades and RMAS			
All products	90 days or balance of original product warranty period, whichever is longer.	90 days or balance of original product warranty period, whichever is longer.	

THE PRECEDING CHART IS A SUMMARY OF THE WARRANTY PERIODS APPLICABLE TO POLYCOM'S LIMITED WARRANTY FOR PRODUCTS. THE TERMS AND CONDITIONS APPLICABLE TO POLYCOM'S LIMITED WARRANTY ARE AS SET FORTH BELOW (AND ARE ALSO INCLUDED IN THE DOCUMENTATION PACKAGED WITH NEW POLYCOM PRODUCTS):

LIMITED HARDWARE WARRANTY. Polycom warrants to the end user ("You" or "Your") that the hardware product will be free from defects in workmanship and materials, under normal use and service, for one year, or such longer period as Polycom may announce publicly from time to time for particular products, from the date the product is shipped by Polycom or its Authorized Reseller. Polycom's sole obligation under this express warranty shall be, at Polycom's option and expense, to repair the defective product or part, deliver to You an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, Polycom may, in its sole discretion, refund to You the purchase price paid for the defective product. All products that are replaced will become the property of Polycom. Replacement products or parts may be new or reconditioned. Polycom warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer. Products returned to Polycom must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Polycom until the returned item is received by Polycom. The repaired or replaced item will be shipped to You, at Polycom's expense, not later than thirty (30) days after Polycom receives the defective product, and Polycom will retain risk of loss or damage until the item is delivered to You.

LIMITED SOFTWARE WARRANTY. Polycom warrants to You that the software product (whether pre-loaded on hardware or provided as a standalone product) will perform substantially in accordance with the accompanying documentation for a period of ninety (90) days from the date the hardware product is shipped by Polycom or its Authorized Reseller or the software is initially download by You, as applicable. Polycom's sole obligation under this express warranty shall be, at Polycom's option and expense, to repair or replace the defective software, or if neither of the two foregoing options is reasonably available, Polycom may, in its sole discretion, refund to You the purchase price paid for the defective product. Any replacement software will substantially conform to the accompanying documentation and be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

EXCLUSIONS. Polycom will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:

- Failure to follow Polycom's installation, operation, or maintenance instructions;
- Unauthorized product modification or alteration;
- Unauthorized use of common carrier communication services accessed through the product;
- Abuse, misuse, negligent acts or omissions of Yours and persons under Your control; or
- Acts of third parties, acts of God, accident, fire, lighting, power surges or outages, or other hazards.

WARRANTY EXCLUSIVE. IF A POLYCOM PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, YOUR SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. POLYCOM DOES NOT WARRANT THAT YOUR USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE WILL BE CORRECTED. FOR SOFTWARE PRODUCTS, YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE PRODUCT TO ACHIEVE YOUR INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE PRODUCT. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. POLYCOM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

SUPPORT & SERVICE AGREEMENTS. Product support and services are covered under a separate services agreement. If You purchased Your product from a Polycom Authorized Reseller, contact the Authorized Reseller for information about support and service agreements applicable to Your product. For information on Polycom service, go to the Polycom website www.polycom.com, products and services menu, or call 1-800-765-9266, outside the US call 1-408-526-9000, or Your local Polycom Office, as listed on the Polycom website.

LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, POLYCOM EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF POLYCOM OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to You. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives You specific legal rights which may vary depending on applicable local law.

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About Polycom

Polycom is the global leader in standards-based unified communications (UC) solutions for telepresence, video, and voice powered by the Polycom® RealPresence® Platform. The RealPresence Platform interoperates with the broadest range of business, mobile, and social applications and devices. More than 400,000 organizations trust Polycom solutions to collaborate and meet face-to-face from any location for more productive and effective engagement with colleagues, partners, customers, specialists, and prospects. Polycom, together with its broad partner ecosystem, provides customers with the best TCO, scalability, and security for video collaboration, whether on-premises, hosted, or cloud-delivered. Visit www.polycom.com or connect with Polycom on Twitter, Facebook, and LinkedIn.

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VBrick Warranty Information

Limited Warranty and Extended Warranty Programs

THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VBRICK SPECIFICALLY DISCLAIMS AND EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. PRODUCTS OR PARTS WHICH ARE SAMPLES OR PROTOTYPES ARE SOLD "AS IS" "WHERE IS" WITH ALL FAULTS, *i.e.* WITHOUT ANY WARRANTY WHATSOEVER.

IF ANY COMPONENTS CONTAINED IN THE EQUIPMENT ARE THE SUBJECT OF A COMPONENT/MATERIALS MANUFACTURERS' OR ANY OTHER THIRD PARTY'S WARRANTY, VBRICK HEREBY ASSIGNS TO CUSTOMER ALL OF VBRICK'S RIGHTS AND REMEDIES THEREUNDER, IF ASSIGNABLE.

WHEN SUBMITTING AN ORDER FOR SOFTWARE MAINTENANCE (REFERED TO THROUGHOUT THIS DOCUMENT AS SUPPORT SERVICES) YOU MUST CERTIFY THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. ADDITIONALLY, IF YOU ARE ACTING AS AN EMPLOYEE OR AGENT OF THE LICENSEE FOR THE VBRICK PRODUCT FOR WHICH SOFTWARE SUPPORT SERVICES ARE TO BE PROVIDED, YOU FURTHER CERTIFY THAT YOU HAVE FULL LEGAL AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE LICENSEE.

DO NOT SUBMIT YOUR ORDER UNTIL YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, OR IF YOU DO NOT HAVE LEGAL AUTHORITY TO ACCEPT THEM ON BEHALF OF THE LICENSEE, VBRICK WILL NOT ACCEPT YOUR ORDER.

THE CHART BELOW IS A SUMMARY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO VBRICK'S LIMITED WARRANTY FOR PRODUCTS. THE TERMS AND CONDITIONS APPLICABLE TO VBRICK'S LIMITED WARRANTY ARE AS SET ONWARD BELOW.

VBrick Maintenance Services Offerings	Gold Program	Gold Plus Program	Platinum Program
• Hardware Warranty. Standard RMA (guarantee five-day turnaround after receipt)	Yes	Yes	Yes
• Hardware Warranty. Next day RMA			Yes
• Minor Software releases and patches	Yes	Yes	Yes

• Major Software releases		Yes	Yes
• E-mail/Phone Support (Response within 24 business hours)	Yes	Yes	
• E-mail/Phone Support (Response within 4 business hours)			Yes
• Level 3 Telephone Support 8:30 – 7 pm (Monday to Thursday)	Yes	Yes	Yes
• Level 3 Telephone Support 8:30 – 5:30 (Friday)			
• Level 1, 2 Telephone Support 8:30 – 7 pm (Monday to Thursday)			Yes
• Level 1, 2 Telephone Support 8:30 – 5:30 (Friday)			
• After hours priority number (Level 3 only. 4 hour response time)			Yes
• Web-Based Knowledgebase	Yes	Yes	Yes
• Onsite Support (Level 3 only)			Yes*

**Nominal fee per day charge, plus Travel and Expenses. Please refer to latest VBrick official price list for current charges.*

I. PRODUCTS COVERED.

VBrick Systems, Inc. ("VBrick") warrants to Customer the VBrick Software and Manufactured Equipment, including hardware, software and firmware (the "Equipment"): (i) to be free from defects in material and workmanship under normal use and service, and (ii) to conform in all material respects to the printed specifications for the Equipment which have been delivered to Customer in connection with Customer's purchase of the Equipment.

Provision of Software Maintenance Software Support Services by VBrick are conditioned upon Customer having deployed the current shipping release of the respective VBrick Product for which such Software Support Services are to be provided*. Only these terms and conditions, notwithstanding any preprinted or other terms and conditions on Customer's Purchase Order shall govern your purchase and VBrick's provision of Software Support Services.

*Upgrades to the latest version will be provided free of charge according to the program purchased by the Customer. VBrick does not guarantee it can support versions of software other than the current shipping release.

II. LENGTH OF WARRANTY.

Warranty and Software Maintenance shall commence upon the date indicated in the VBrick confirmation notice and shall continue in full force and effect for a period of one (1) year. Customer may, at the time of your initial order, purchase up to five (5) years of Subscription Service. VBrick or Customer reseller will automatically renew your subscription on an annual basis. VBrick will provide Customer with no less than thirty (30) days prior written notice of any pending Software Subscription Service changes with details on any pricing and/or modifications to these terms and condition. Software Subscription Services may be renewed for additional terms upon VBrick's acceptance and confirmation of Customer request.

III. WHO OR WHAT IS COVERED?

This Limited Warranty covers only the VBrick Software and VBrick Manufactured Equipment acquired by the original End Customer.

IV. EXCLUSIONS.

This warranty shall be void if the Customer fails to use or maintain the Software or Equipment in accordance with VBrick's specifications or instructions, or if the Software or Equipment or any part thereof has been subject to any unauthorized modifications, improper operation, user negligence, service by an unauthorized person, company or association, use with any unauthorized attachment, device or feature, accident neglect, misuse, tampering, acts of God, or any event other than ordinary use.

The following points are not included in VBrick's Limited Warranty and Gold and Platinum programs

- Support on any product not manufactured or produced by VBrick
- Professional services:
 - Integration with 3rd party equipment,
 - Installation support for new VBrick equipment
 - VBrick Technical Support Services personnel performing or providing over the phone a step by step upgrade of the Equipment.
 - Support Services related to the relocation of VBrick equipment or the elimination or addition of new VBrick equipment or third party equipment, such as network equipment, audio and video devices, or custom software applications or programs.
 - Feasibility Studies
 - Equipment Upgrades/Updates that also require hardware upgrades in order to utilize new functionality of the software. Any such hardware upgrades is not covered. Customer may purchase the hardware upgrades at the price set forth in the latest-current VBrick Price List, less applicable discount (if any).

V. LIMITATION OF LIABILITY.

VBrick's sole obligation and Customer's sole remedy for any failure of the Equipment is limited to the repair or replacement of any part of the Software and/or Equipment at VBrick's discretion, which examination shall disclose to VBrick as defective. VBrick shall not be liable for indirect, special, consequential or liquidated damages or penalties, including claims for lost revenue, profits or business opportunities, even if VBrick had or should have had any knowledge, actual or constructive, of the possibility of such damages. VBrick reserves the right to satisfy its warranty obligations in full by refunding the purchase price of the Equipment. Nothing herein shall obligate VBrick to make such a refund.

Software Updates and Upgrades: If VBrick, in its sole discretion, creates Software Updates or Software Upgrades to the VBrick Product during the term for which Customer have purchased Software Support Services, VBrick shall provide all such Software Updates and Software Upgrades to Customer designated technical contact. Distribution of Software Updates or Software Upgrades does not include installation by VBrick. VBrick will provide Customer with all such Software Update or Software Upgrades when VBrick makes them available to its general customer base for the VBrick Product. All Software and related materials provided pursuant to Software Support Services, including documentation and program materials are subject to these terms and conditions and the respective license agreement for the VBrick Product.

VI. HOW TO OBTAIN WARRANTY SERVICE.

To receive warranty services, Customer must register equipment under their name upon arrival at <http://registration.vbrick.com>, or via mail to:

Technical Support Services – Registration Department
12 Beaumont Rd
Wallingford, CT 06492

Customer must notify VBrick promptly by telephone, and/or via our website of any alleged defect with the Equipment or software, including a detailed description of such alleged defect. For warranty verification purposes, the customer must furnish VBrick Technical Support Services with the equipment serial number or warranty contract number.

Failure to provide this number may delay service response time or require payment for services. VBrick's telephone number for warranty service is (203) 303-0222. VBrick's support website is located at <http://www.vbrick.com/support>. Upon notifying VBrick of an alleged defect with the Equipment and after defect has been verified by VBrick's Technical Support Services, Customer agrees not to use the Equipment until further notice by VBrick. Customer shall bear all risks of operation, if Customer operates the Equipment prior to VBrick's determination that the Equipment is suitable for operation, and VBrick shall bear no liability whatsoever for any damages, losses or claims that may arise due to such operation.

Upon notification of a possible defect and after defect has been verified by VBrick's Technical Support Services, VBrick will provide to customer a Return Merchandise Authorization ("RMA").

Technical Customer Support is available via telephone at (203) 303-0222, email: support@vbrick.com, or website: <http://www.vbrick.com/support>, from 8:30 AM to 7:00 PM Monday to Thursday and 8:30 AM to 5:30 PM Friday (U.S. Eastern Time). Priority will be given to Customers who have purchased Extended Warranty / Maintenance Program. Expected response time for Gold products is 24 business hrs and 4 business hrs for Platinum products.

VII RETURN MATERIAL AUTHORIZATION (RMA)

All equipment under abnormal operation must be verified by a VBrick Technical Customer Support representative before it is assigned a Return Material Authorization (RMA) number. If Customer elects to avoid the verification process, a PO for VBrick's in-house diagnostics fee (consult latest price list for diagnostics fee charges) will be required. If equipment is deemed faulty, diagnostic fees will be void.

Replacement equipment will not be shipped without an RMA number assigned. All Equipment received by VBrick without an RMA number will be returned to the customer without being repaired. Customers must return the Equipment in need of repair with the same serial number as reported in the RMA. If equipment with a different serial number is returned under the RMA, the equipment will be returned without being repaired. Customer must ship the Equipment to VBrick, at Customer's expense. Customer is responsible for properly packing the Equipment before it is shipped to VBrick.

If VBrick determines that the defect was not caused by accident, improper use, abuse, neglect, unauthorized alteration or service, inconsistent use with the specifications or any use other than ordinary use, VBrick shall, at its option, repair or replace the applicable part(s) of the Equipment within the limits of the program in which the Equipment is enrolled, and at VBrick's expense, return the Equipment to the Customer in the same or equivalent manner that the Equipment was delivered to VBrick.

Next Day Shipment: ensures that a replacement for defective Equipment will be shipped to the Customer before requiring the Customer to return the defective Equipment to VBrick. Equipment will be shipped to arrive at Customer's site the next business day after dispatch. However, any requests for replacement Equipment processed in North America after 3:00 PM Eastern Time (ET) may ship the following business day for second business day delivery. Any international requests for replacement processed after 3:00 PM ET may ship the following business day for international delivery. Delivery times depend upon each country customs regulations. VBrick is not responsible for any customs or tax charges related to any country other than the U.S.A. A replacement Equipment may be new or reconditioned of like kind, functionality, and quality. The defective Product or part must be returned to VBrick within fifteen (15) days of receipt of the replacement product; all shipping costs are borne by Customer. In the event the defective Equipment is not returned within fifteen (15) days, or is returned in an unacceptable condition, Customer agrees to pay the list price per Equipment as stated in the latest-current VBrick price list. Failure to pay the price or return the defective Equipment promptly will result in the suspension of Services or any other Warranty contracted by the Customer. Any single request for a single shipment of five (5) or more Equipment of the same type may be subject to delays.

DOA (Dead on arrival): A product can be deemed as DOA, after troubleshooting by VBrick Technical Support Services, if it is not fully functioning when it is setup for the first time or received with damage. It does not have to be completely dead or non-functioning to qualify for DOA. It could be anything from a unit not powering up to a unit with a bent connector. If it's not fully functional or has damage when opened and setup for the first time, it qualifies

as "DOA" and eligible for a cross ship replacement if within 30 days of the original ship date and registered runtime of the product is not more than 4 days. After 30 days, follow normal RMA process unless Manager of Support Services approves expedited RMA process.

VIII. REPLACEMENT PARTS.

Parts replaced during the Limited Warranty Period, as applicable, will be covered for the remaining term of such period or for thirty (30) days from time of replacement, whatever is longer. Such replacement parts may, at VBrick's option, be new or remanufactured. All parts removed from warranted Equipment shall become property of VBrick.

IX. PLATINUM PROGRAM - EXTENDED WARRANTY / MAINTENANCE -

Customers may purchase VBrick's Extended Warranty / Maintenance Program (Platinum) for their equipment at any time within thirty (30) days from the date indicated in the VBrick confirmation notice -and for additional 1 year incremental periods if renewals of the Extended Warranty / Maintenance Program are purchased (the "Extended Warranty / Maintenance Program").

Hardware coverage/warranty under this program is provided up to 5 years from the date the equipment is shipped from VBrick's facilities. After this period this program only covers technical support and major software releases.

X. GOLD and GOLD PLUS PROGRAMS - EXTENDED WARRANTY / MAINTENANCE -

VBrick's Limited Warranty Gold Program is in effect for one (1) year from the date indicated in the VBrick confirmation notice -and for additional periods if renewals of the Extended Warranty / Maintenance Program are purchased (the "Extended Warranty / Maintenance Program"). Periods must be consecutive one to each other. Customer shall not be allowed to renew the program for their Equipment and/or Software in the case the program period expired for the Equipment and/or Software in question and Customer missed to renew between 30 days of renewal due date.

Hardware coverage/warranty under this program is provided up to 5 years from the date the equipment is shipped from VBrick's facilities. After this period this program only covers technical support and minor software releases.

XI. SOFTWARE COVERAGE

Software: means all computer programming code, entirely in binary form, which is directly executable by a computer and includes those computer programs which have been licensed to Customer either as a separate product or as part of another VBrick Product.

Software coverage includes the following:

- Major Software Release (Software Upgrade): initial or new version of a software product or application. It means a version of the Software as classified by VBrick which has been enhanced, improved and/or modified and replaces the existing version of the Software. This includes any minor software releases, user interface changes, usability changes, and new features and functions. As an example a major release is denoted by a version change from 2.0 to 3.0
- Minor Software Release (Software Update): piece of software designed to correct discovered deficiencies and/or bugs affecting performance to the software description, program or its supporting data. This includes improved performance, bugs fixes, or graphics replacement. As an example a minor releases is denoted by version changing from 2.0 to 2.1.
- Software upgrades during the Extended Warranty/Maintenance Program period. The upgrades will be provided to the Customer via CD-ROM or VBrick's website. The Customer is required to perform the upgrade.

- Software upgrades may not include upgrades that require disassembly of the Equipment.

XII. HARDWARE COVERAGE

Hardware coverage includes the following:

- Repair or replacement of defective Equipment during Warranty Program period.
- Firmware upgrades (upgrades of code that require disassembly of Equipment).

XIII. TECHNICAL SUPPORT SERVICES

The following is an explanation of services performed at each level:

- Level 1: provide answers and helpdesk for Equipment features. Basically all the “what” questions. This information can be found in the Equipment Documentation.
- Level 2: diagnose and troubleshoot complex network problems including multicast issues. Diagnose and troubleshoot Server software related problems. Provide answers on how to perform upgrades. Basically able to answer the entire “how” questions. This information can be found in the Equipment documentation and in training materials.
- Level 3: diagnose and troubleshoot “error and abnormal Equipment behaviors”.

Onsite Support: When a problem cannot be resolved by utilizing remote technical support, VBrick will dispatch an engineer to arrive on-site pursuant to the Service level purchased by Customer. VBrick will not be held responsible for delays in the delivery of the services due to Customer's stoppage to provide access to Customer's facilities or due to security requirements. VBrick may comply with all Government or Customer imposed security requirements.

Online Support: When a problem cannot be resolved over the phone or email, VBrick will require permission and passage to access client's computer and data networks, hardware, programs and stored data files. This access is granted to facilitate the evaluation of the state of the VBrick products, computer, its programs, settings and data to determine what problem(s) may need to be corrected. VBrick may troubleshoot, evaluate, run programs, install/uninstall software, reconfigure and/or otherwise perform service or technical support work on said computer, and any network or equipment that is attached either directly or through an internal network. VBrick may make any changes that are determined necessary to increase the performance of the equipment and/or to alleviate the problem at hand or any other problem discovered during the course of the remote evaluation and assistance.

This permission is granted fully, without limit and willfully by the remote support client, and said evaluation takes place at client's direct request. In no event shall VBrick or its employees be liable for any data loss, either currently or previously stored on any computing equipment at clients home or on client's business network, further clarifying and affirming the separation of liability authorized and executed by client. By allowing VBrick remote access, client agrees to all of these terms and conditions.

The Extended Warranty/Maintenance Program is obtained in the manner outlined in Part IX, X above and is limited as provided in the introduction and Parts III, IV, V, VII, VII and XI, XII, XIII above.

XIV. PRODUCTS OUT OF WARRANTY RE-JOINING A WARRANTY PROGRAM

- No product can be renew under the old warranty program except for products from GSA customers and only until the new GSA pricing becomes effective.
- If warranty coverage has lapsed, there can be NO Hardware repair claim made for a minimum of 60 days after the renewal. If a claim is made within the first 60 days - it will be billed to the customer at the published repair rate.

- Reinstatement fees will be assessed at the following rates:
 - Less than 183 days - will be prorated for the period based on the warranty coverage agreement being purchased.
 - More than 183 days will be 75% of a one year support agreement based on the warranty coverage agreement being purchased.

XV. REPAIR SERVICE OUTSIDE WARRANTY OR MAINTENANCE PROGRAM POLICY.

In the event that Equipment requires service that is not covered by VBrick's Limited Warranty or any other Program, Equipment may be shipped to VBrick for repair via VBrick's standard charges. Customer must notify VBrick's Technical Customer Support of the problem via telephone at (203) 303-0222, or via website at <http://www.vbrick.com/support>, obtain a RMA and ship the Equipment to VBrick, at Customer's expense. Repairs are performed under flat fee charges (please refers to latest VBrick's price list for charges). VBrick will repair the Equipment within five (5) business days from the date the equipment is delivered at VBrick's facilities and will, at VBrick's expense, return the Equipment to Customer in the same or equivalent manner that the Equipment was delivered to VBrick.

Limited Services Warranty. THE PROVISION OF SOFTWARE SUPPORT SERVICES DOES NOT EXTEND, MODIFY OR ENHANCE THE ORIGINAL SOFTWARE WARRANTIES, IF ANY, FOR THE VBRICK PRODUCT (S). VBRICK DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES WITH RESPECT TO INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

VBRICK NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PARTY TO ASSUME ANY OTHER LIABILITIES IN CONNECTION WITH THE SOFTWARE SUPPORT SERVICE(S) PROVIDED HEREUNDER.

Force Majeure.

VBrick shall not be liable for its failure to perform due to unforeseen circumstances or any causes beyond VBrick's reasonable control ("Force Majeure"). In the event of Force Majeure, VBrick's performance will be extended for a period equal to the duration of the delay caused hereby.

Termination for Default, Unsupportable Implementations.

VBrick reserves the right to terminate any Equipment or Software Support Services provided hereunder if VBrick, in its sole discretion, determines that Customer implementation of the VBrick Product for which such Software Support Services are procured is not supportable by VBrick. In such event, VBrick will promptly notify Customer in writing and a pro-rata refund of any applicable Warranty fee(s) will be provided.

Additionally, without limiting any other remedies available under this Agreement, at law, or in equity, VBrick shall have the right to terminate this Agreement with prior notice for Customer violation of any of the material provisions hereunder if such violation remains uncured for a period of thirty (30) days after receipt of notice.

Assignment.

Customer may not assign Software Support Services without the prior written approval of VBrick, except to a successor in-interest as a result of a merger, acquisition, or other change of control. Any other assignment performed in the absence of VBrick's prior written consent will be null and void.

Export Law Regulations.

Customer agrees that will not export, either directly or indirectly, any VBrick Product, material or data provided in the course of receiving Software Support Services without first obtaining any required license or other approval from the U. S. Department of Commerce or any other agency or department of the United States Government. In the event

that Customer export any VBrick Product from the United States, or re-export it from a foreign destination, Customer agrees to ensure that the distribution and export/re-export or import of the VBrick Product is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. Customer agrees that neither Customer nor any of Customer subsidiaries will export/re-export any VBrick Product, material or data provided in the course of receiving Software Support Services, directly or indirectly, to any country for which the United States government or any agency thereof or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining such license or approval.

General Provisions.

- a. Customer acknowledges that in providing Software Support Services, VBrick is acting as an independent contractor.
- b. Customer completed order for Software Support Services, these terms and conditions and the respective end user license agreement for the VBrick Product constitute the entire agreement between the parties on the subject matter herein ("Agreement") and supersedes all prior and contemporaneous agreements and understandings, including without limitation, any different, conflicting or additional terms and conditions which may appear on any purchase order or other writing which Customer may submit to VBrick. To the extent that there are any conflicts between Customer completed order for Software Support Services, these terms and conditions, and the end user license agreement for the VBrick Product, these terms and conditions of this Agreement shall govern.
- c. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware or federal courts located in Delaware, without regard to principles of conflict of laws.
- d. All rights and remedies whether conferred hereunder, or by any other instrument or law will be cumulative and may be exercised singularly or concurrently. The provisions of this Agreement are deemed to be severable. In case that public policy overrules a provision set forth in these terms and conditions or a provision is not enforceable, other provisions are not affected. Failure by VBrick to enforce any term will not be deemed a waiver of future enforcement of that or any other term. Furthermore, Customer agrees that the terms of the Convention of Contracts for the International Sale of Goods (CISG) do not apply to this Agreement.
- e. Software Maintenance is sold for each VBrick appliance, or supported computer, and may be applied to those products specified by serial number at the time of purchase.
- f. Customer shall notify VBrick in writing that wants to renew Warranty / Services for the Equipment and/or Software between 30 days of Warranty / Services expiration date.

VBrick reserves the right to modify the terms and conditions of this Limited Warranty, Service, and Programs at any time. VBrick will provide a written notification to customers with 30 days in advance of such modifications. The Customer may elect to reject the changes and terminate the Warranty, Services, and/or Program. If the Customer terminates their services under previous conditions, they will receive a prorated money refund for the time left on their contracted Warranty, Services, and/or Programs.



Hardware Warranty (Depot Repair)

Visix has contracted with its PC configuration providers to provide you with either a one (1) or two (2) year hardware warranty depending on the hardware provided. This warranty is transferred to you, the user, to support the hardware components of your integrated Visix solution. Content Managers and Media Players warranties also include a one (1) year "Advance Replacement" component detailed in section 3, subset 3. Advance Replacements are not included in the MeetingMinder Room Sign warranty. Visix software support is not covered under this "warranty." Please contact Visix for software support and or clarification of where to direct your questions.

TERMS	EQUIPMENT
2 Year Depot with Advance Replacement during first year only	Content Manager: - Desktop Form Factor - Rack Mount Unit
2 Year Depot with Advance Replacement during first year only	Media Player: - Ultra Slim Form Factor - HDn and 4K - Mini Form Factor - Desktop Form Factor - Rack Mount Unit
1 Year Depot	MeetingMinder™ Room Sign: - Connect10, Touch10, Touch15, EPS7, 1000i

1. ACTIVATION

This Service Plan is activated, and the below terms and conditions apply, on the date of shipment of the Equipment by the Manufacturer ("OEM"). User registration is not required to activate this Service Plan.

2. SERVICE PLAN

This Service Plan applies to DEPOT repair services that are available to you from Visix OEM manufacturers for the Equipment you purchased. Visix, Inc. ("Visix") shall facilitate correspondence and provide to the User the services described in this Service Plan.

3. COVERAGE

(1) To obtain performance under this Service Plan, an End User should call Visix at their toll-free number 800-572-4935 and report the nature of the problem with the Equipment. Only representatives of Visix or authorized Visix service providers may perform repairs on the Equipment under this Service Plan.

(2) During the Service Plan Period, Visix will repair or replace, at the option of Visix, any Equipment having a defect in material or workmanship. All replacement parts shall be provided by the OEM at no cost to End User. Visix will return the Equipment to a like factory shipped condition. Visix will not reload User's software. Circumstances may, however, require the reloading of the operating system as originally installed by the Manufacturer. Replacement parts are new or like-new (tested equivalent to new). Visix may provide replacement parts made by various manufacturers when supplying parts to User. All replacement parts shall also be covered under this Service Plan for the remainder of the Service Plan Period or thirty (30) days (whichever is longer) and OEM warrants that replacement parts will be interchangeable with the parts they are to replace, and will conform to the specifications current when they are shipped.

(3) Advance replacement, if applicable (see chart above). In the event that hardware must be returned to Visix or designated contractor, Visix will ship a similar replacement product ("Advance Replacement") to reduce downtime associated with the repair. Replacements ship via UPS Ground within two (2) business days of the request at the hardware provider's expense. The replacement hardware package will contain a UPS label and a return form to be used for shipping the damaged equipment back. The Advance Replacement program is valid only for one (1) year.

(4) Some problems or defects may require Visix to reformat or replace a Hard Disk Drive. Under such circumstances all data on the disk drive may be lost. The User is solely responsible for the security of User's data. Neither Visix nor the authorized Visix service providers shall be liable for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Service Plan or resulting from the services performed hereunder. Visix strongly advises End User to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure. Visix service providers are not required to return all replaced and/or unused components including Hard Disk Drives. Users that intend to keep a failed Hard Disk Drive to attempt data recovery or protect the data must make arrangements to purchase a replacement Hard Disk Drive prior to the service incident. Neither Visix nor the OEM will accept the failed Hard Disk Drive after the service incident has been closed.



Hardware Warranty (Depot Repair)

(5) Visix representatives will initially attempt to diagnose problems over the telephone. Telephone technical services are available on the Visix toll-free service line, 800-572-4935, during technical support hours of 8:30AM to 7:00PM Eastern Time, Monday through Thursday, and 8:30AM to 5:00PM Eastern Time on Friday, with the exception of certain published holidays.

(6) Modification (i.e. drilling, painting, bending etc.) to the exterior surface or housing of the Equipment (Content Managers, Media Players, and Meeting Minder Room Signs) will void all warranties.

4. EXCLUSIONS

This Service Plan does not include:

(1) Service or replacement of peripherals including, but not limited to, keyboards, mice, monitors, scanners, speaker sets, external drives, backup media, power protection devices, or Equipment specified by the OEM as special, non-stock, or custom ordered goods. These items may be warranted by the OEM or Manufacturer;

(2) Installation or set-up of the Equipment;

(3) Service needed as a result of moving the Equipment;

(4) Physical and/or cosmetic damage to the exterior surface or housing of the Equipment;

(5) Problems resulting from negligence, misuse, abuse, or other physical casualty to the Equipment; improper maintenance; electrical disturbances; acts of nature; or work, attachments, additions, alterations, or modifications by persons other than qualified service providers;

(6) Service needed as a result of improper operating environment;

(7) Any problem not involving a defect in the Equipment hardware, including, but not limited to software problems and errors, programming problems and errors, software incompatibility problems, software installation problems and errors, and operating system problems and errors;

(8) Any problem deemed by Visix, in its sole discretion, that cannot be solved by on-site replacement of defective Equipment hardware; or

(9) Use of any item with the Equipment if the item is not designated by the OEM for use with the Equipment.

5. RESPONSIBILITIES OF USER

User shall:

(1) operate the Equipment in an environment meeting the OEM's specifications;

(2) protect the supply of electricity to the Equipment through the use of appropriate surge protection devices;

(3) comply with the OEM's operating manual;

(4) if you are experiencing hardware difficulties and are receiving diagnostic messages, print out or make note of the error message and communicate it to an Visix help desk technician;

(5) permit no work on the Equipment except by qualified service providers who are properly trained;

(6) have an adult representative present whenever Visix provides support services;

(7) perform such diagnostic procedures or programs as requested by an authorized Visix representative;

(8) safeguard and deliver to an authorized Visix service provider all replacement parts and/or accessories shipped by the Manufacturer to End User. Either the part(s) to be replaced or the replacement part(s) or item(s) shipped to End User must be returned to the Service Provider at the time of service. End User assumes financial responsibility for all parts and accessories, including, but not limited to, cables, diskettes, manuals and other accessories bundled with component(s), shipped to User until the items or parts replaced are returned to the Service Provider. User may be required to supply a valid credit card number and expiration date (i.e. VISA or Master Card) to secure reimbursement to the OEM in the event of physical or cosmetic damage and/or all defective or unused parts, components and accessories are not returned to the Service Provider at the time of service.



Hardware Warranty (Depot Repair)

6. TRANSFER OF SERVICE PLAN

This Service Plan may be transferred at any time during the original term hereof. The transferee succeeds to the remaining term of the Service Plan.

7. LIMITATION OF LIABILITY

NEITHER VISIX NOR ITS AUTHORIZED SERVICE PROVIDERS HAVE ANY LIABILITY TO USER(S) FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS OR DOWN TIME, YOUR TIME, THE CLAIMS OF THIRD PARTIES OR INJURY TO PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF VISIX OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER UNDERSTANDS AND AGREES THAT VISIX AND/OR ITS AUTHORIZED SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR LOSS, DESTRUCTION OR DAMAGE TO SOFTWARE AND DATA. YOUR SOLE REMEDY AGAINST VISIX OR ITS AUTHORIZED SERVICE PROVIDERS IS LIMITED TO THE COST OF REPLACING THE DEFECTIVE EQUIPMENT AND/OR TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID FOR THIS SERVICE PLAN. LAWS VARY FROM STATE TO STATE SO THE ABOVE LIMITATIONS MAY NOT APPLY.

8. PARTS AVAILABILITY

Because of the rapid development of technology in the computer industry, or for other reasons, a particular part may not be available from the OEM. In such an event, Visix will make reasonable efforts to locate a compatible replacement part(s) from other sources. If Visix cannot locate a compatible replacement part(s), then, if possible, Visix will offer to upgrade User's system to the least expensive configuration that can be serviced. If User elects to accept the offer to upgrade, then User shall repay Visix for the cost of the upgrade. In the event User chooses not to accept the upgrade Visix shall not be responsible to make repairs under this Service Plan.

9. MISCELLANEOUS

This Service Plan shall be governed by and construed in accordance with the laws of the State of Georgia. If any provision of this Service Plan is void or unenforceable, the parties agree to delete it and agree that the remainder of this Service Plan will continue to be in effect. Visix may assign this Agreement to another party. This Service Plan contains the entire understanding of the parties and supersedes all previous verbal and written agreements with regard to the subject hereof.

No term or condition of any purchase order or other writing issued by User inconsistent with this Service Plan will be binding upon Visix.

Depot Warranty Summary Grid (Please read the details of this warranty).

	Content Managers and Media Players		MeetingMinder™ Room Signs	
	INCLUDED	AVAILABLE	INCLUDED	AVAILABLE
2 Year Depot Repair	X		NA	
1 Year Depot Repair	NA		X	
1 Year Advance Replacement	X		NA	
Disk Drive Imaging*	X		X	
Ground Shipment	X		X	
Additional 1 Year Depot Repair		X		X
Data Backup and Restoration		X		X
Expedited Shipping		X		X

*Visix reserves the right to change this policy at any time.



Company Profile

Established in 1987, Data Projections, Inc. began as a technical communications marketer for Texas-based schools but quickly expanded and enhanced its service offers to becoming a leader in the audio visual solutions industry. Data Projections and its people call Texas home, with offices in Austin, Dallas, Houston and San Antonio, and its focus will always be on providing advanced collaborative technology solutions and support services for a wide range of clients across businesses and institutions that also call Texas home.

Data Projections offers much more than comprehensive and modern audio visual solutions. We also offer our clients the ability to connect with others, collaborate in innovate ways, and simplify even the most technically complex processes. What we offer is greater efficiency and impact, using the best tools and minds the industry can produce. Our foundation has always been our people, and we invest heavily in them. This approach allows us to craft creative and intuitive solutions that can be scaled to any degree, which is why we are a trusted partner among several Fortune 1000 companies, educational institutions, and governmental facilities.

We aim to provide total support throughout the lifetime of every project, ensuring that our client's needs are met on a daily basis. Our dedication has earned notice and accolades from many in the industry, and why we has been ranked a top 50 integrator for 10 years running by industry organizations.

Solutions Offerings

Data Projections aligns with key partners to bring you the best in quality for your communications application. We offer the following advanced products and solutions:

- Collaboration solutions
- Video conferencing
- Content management
- Infrastructure solutions
- Wireless connect and content share
- Video streaming
- Digital Signage
- Room control
- Building management and scheduling
- Audio video distribution
- Projections systems
- Video walls
- Command and control systems
- Flat panel LCD and LED displays
- Interactive whiteboards & flat panels
- Audio amplification systems
- Multimedia accessories



Our Customers

Data Projections' customers range from engineering firms, technology companies and financial services to schools and universities, regional and national distributors of various products and services.

- Whole Foods
- Dropbox
- Studio Movie Grill
- Berkshire Hathaway Automotive
- North Texas Tollway Authority (NTTA)
- Lower Colorado River Authority (LCRA)
- Lockheed Martin
- USAA
- US Army North
- Department of Defense
- Tesoro
- Noble Drilling Services
- GE Power & Water
- City of Corpus Christi
- Bank of San Antonio
- Security Services Federal Credit Union (SSFCU)
- Randolph Brooks Federal Credit Union (RBFCU)
- Advanced Micro Devices (AMD)
- Sirius Computer Solutions
- Mission Pharmacal
- Houston Independent School District
- Katy Independent School District
- Lake Travis Independent School District
- Eanes Independent School District
- Lubbock Independent School District
- San Antonio Independent School District
- Alamo Community College District
- Stephen F. Austin University
- University of Dallas
- University of Houston
- Prairie View A&M
- Texas A&M University - Corpus Christi
- Texas A&M University - Kingsville
- Texas A&M International
- Texas Tech University
- Texas Tech Health Science Center – El Paso
- The University of Texas – El Paso
- University of Texas Health Science Center – San Antonio
- University of Texas System



Corporate Executive Officers

Matthew Zaleski, President

Matthew Zaleski has been involved in the A/V industry for over 25 years, and his family has been involved for much longer. As President, he oversees every aspect of the company, including maintaining relationships with partners and manufacturers. Under his guidance, Data Projections has cemented its position as a leader in the A/V integrator industry, especially in Texas.

Robby Turner, Executive Vice President of Sales and Marketing

Robby Turner began his career at Data Projections in 1997, leading the growth of communications and collaborative technology within the south and central Texas regions. As the Executive Vice President of Sales and Marketing, he is responsible for communicating Data Projections' message to clients and partners alike. Robby is responsible for working with a talented team to ensure the company remains at the top of the field as a market leader in Texas.

Megan Stasio, Vice President of Operations

Megan Stasio joined Data Projections in 2010, primarily responsible for the administration, coordination and evaluation of human resource and organizational development functions. Now taking on the role of Vice President of Operations, she oversees the implementation and management of company goals and objectives while maximizing the highest level of customer service through organizational structure and procedure management. Megan plays an essential role as someone who is always reviewing the company's processes and challenges Data Projections to always improve on its already high standards.



Office Locations and Technical Support Staff

Data Projections' audio visual expertise and project success has allowed for continued growth of our Texas offices in the cities of Austin, Dallas, Houston and San Antonio. Data Projections continues to innovate and lead the way in expert engineering and design, support services, cost reduction and technology education.

Data Projections *does not outsource or subcontract* any of the work involved with our projects unless requested by our clients and are; therefore, able to provide our clients with ongoing expert support and project management. We have the *local team and staff* to support the requirements set forth by your company.

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Dallas 14452 West Beltwood Parkway Dallas, Texas 75244 Voice: 972.386.7686 Fax: 972.386.7685 Toll Free: 866.CALL.DPI (225.5374) Executive Vice President: Robby Turner	San Antonio 16120 College Oak Suite 107 San Antonio, Texas 78249 Voice: 210.408.2860 Fax: 210.408.4598 Toll Free: 866.CALL.DPI (225.5374) Regional Vice President: Kris Begnaud



Local Project Team

A Data Projections project team consists of the following key personnel which would be in charge of overseeing various aspects of a job through completion. Data Projections enforces employees to continually grow in their knowledge and skills in the audio/visual industry to ensure our clients' a professional team that will handle their project with the utmost customer service.

Designer

CTS

Three to five years+ hands on experience in installations

Extensive knowledge of drawing software such as CAD, Visio and StarDraw

The designer is an integral piece of the overall project. The designer will conduct a needs analysis for the client and outline the equipment needed to complete the installation from projectors to multi-room conference rooms, video conferencing facilities and distance learning labs. The designer works closely with the sales team to assist with product selection and transfer the anticipated audio/visual solution to detailed drawings for the installation team to follow during integration. The designer is responsible for maintaining up-to-date knowledge of product specifications and compatibility and completion of manufacturer and industry specific training.

Project Manager

CTS or CTS-I certified/PMP

Additional certifications include Extron, VBrick, Polycom, and other manufacturer specific trainings.

The project manager is in charge of overseeing the installation process from initial meeting of client to close out of job. They can serve a dual role as lead technician at some of our office locations. The project manager coordinates initial scheduling and assignment of installation technicians as well as interfacing directly with general contractor or on-site contact to ensure all needs are managed and fulfilled. The project manager will oversee the entire defined work schedule, budget and team responsibilities. The project manager will conduct regular on-site job inspections and help with the installation as needed. During the last stages of a job, the project manager is in charge of testing and closing out a project and reviewing the approved job outline to make sure all items have been meet.

Lead Technicians

CTS and CTS-I certified

The lead technician will manage the on-site project team and oversee the entire project. The lead technician will work closely with or have the dual role as the project manager. It is the lead technician's responsibility to ensure the project team is in compliance with all regulations and industry standards and that any additional specifications provided by the client are adhered to.

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Programmer

CTS certified

Three years + experience in field programming of A/V products

Completion of intensive training/certification in AMX, Crestron, and other control system software

The programmer maintains a high level of technical expertise to assess the client's needs and integrate them into the A/V communications system by writing code for audio, video and other programmable integrated control systems. The programmer is responsible for creating and integrating custom touch panel designs that will provide an easy-to-use access point for all integrated systems. The programmer has knowledge in technical specifications and system testing as well as analytical and logical skills for trouble shooting and problem solving.

Technical Support

CTS certified

Additional certifications such as CTS-I and CVE

Three to five years + technical troubleshooting experience

Data Projections provides service maintenance options to best suit each client's unique needs. The responsibility of the technical support team is to provide assistance to our clients to ensure their audio/visual equipment maintains its longevity through regular maintenance. It is their responsibility to maintain intricate detailed knowledge of equipment and compatibility among product lines by working directly with manufacturer technical support and to achieve complete knowledge of products for troubleshooting and equipment diagnostic purposes.

Level 2 Technicians

CTS

certified

Level 2 technicians work directly with the lead technician to install and integrate the A/V systems for all projects and ultimately are responsibility for making sure that the project is functioning properly and meets the needs of our clients. Level 2 technicians go through various industry and Data Projections standards and safety training.

All CTS certification levels require an additional 30 hours of educational units over the course of 3 years.



Data Projections' Awards & Recognitions

Data Projections has earned top sales honors from several leading manufacturers and has been honored by local, regional and national business publications for its impressive growth and service. These awards include:

- *Working Woman* magazine's Top 500 Women-Owned Businesses
- One of Houston's 100 Fastest Growing Private Companies
- *Houston Business Journal's* Top 50 Woman-Owned Businesses
- Blue Chip Enterprise Initiative Award
- *Women's Enterprise* magazine's (WE) Top Women-Owned Firms in Texas
- *Ernst & Young's* Entrepreneur of the Year

Other distinguished recognitions Data Projections has earned include:

2015 – **Systems Contractor News – Top 50 Systems Integrators in the US and Canada**

2014 – **Systems Contractor News – Top 50 Systems Integrators in the US and Canada**

2013 – **Systems Contractor News – Top 50 Systems Integrators in the US and Canada**

2012—**Houston Business Journal – Houston's Fast 100 List**

2012—**Houston Business Journal – Houston's Fast Tech 50 List #41**

2012—**Houston Business Journal - Largest Technology Employers List #22**

2012—**Infocomm AVSP Diamond Level Designation (since 2008)**

2011—**Service Contractor News' Top 50 List (since 2009)**

2009—**Panasonic Outstanding Sales Achievement, Highest Volume Large Format 85" and 103"**

2008—**Texas Distance Learning Association, Gold Partner Certificate of Recognition and Outstanding Corporate Commitment to Service Award**

2005—**SMART Technologies Dealer of Distinction Award**
(2000, 2001, 2002, 2003, 2004 recipient as well)

2002—**Houston Business Journal - Top 50 Woman-Owned Businesses**
(2001, 2000, 1999, 1998, 1997, 1996 and 1995 recipient as well)

2002—**Women's Enterprise Magazine (WE) Top Women-Owned Firms in Texas**
(2001, 2000, 1999, 1996 recipient as well)

2001-2002—**Texas Computer Education Association Friend of Education**

2001—**Working Woman magazine's Top 500 Women-Owned Businesses**
(2000, 1999, 1998 recipient as well)

2000—**Top 10 Finalist - Woman Business Owner of the Year,**
Greater Houston Chapter of the National Organization of Women Business Owners (NAWBO) (1999 finalist as well)



Special Mentions

Top 50 AV Integrator by *Service Contractor News*



Data Projections is the only Houston-based audio visual integrator named to *Service Contractor News*' 2009, 2010, 2011, 2012, 2013, 2014 and 2015. Top 50 List for systems integrators in the U.S. and Canada. The list is a compilation of audio visual integrators, ranked by projected systems integration revenue, that have shown business stability and growth. Data Projections is ranked at number 32 for 2015.



DIR Contract #TSO-3362



DIR Contract #SDD-2011

