

VENDOR CONTRACT

Between AVI-SPL and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS/TAPS)

For

Distance Learning Systems and Equipment

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

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

1. General Terms and Conditions

1.1. Freight

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

1.2. Warranty conditions

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

1.3. Customer support

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

1.4. Contracts

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

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

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

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

The Interlocal Purchasing System (TIPS/TAPS)

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1.5. Tax exempt status

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

1.6. Assignments of contracts

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

1.7. Disclosures

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

1.8. Renewal of Contracts

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

1.9. Shipments

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

1.10. Invoices

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

1.11. Payments

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

1.12. Pricing

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

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

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

1.13. Participation Fees

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

1.14. Indemnity

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

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

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

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

1.15. Multiple Vendor Awards

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

1.16. State of Texas Franchise Tax

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

1.17. Miscellaneous

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

1.18. Purchase Order Pricing/Product Deviation

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

Special Terms and Conditions

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

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

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

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

VENDOR PROFILE

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

Vendor certifies that his firm is a M/WBE. • Yes No

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

Company submitting bid is a resident bidder. Yes • No

Vendor's principal place of business is in the city of Tampa State of Florida

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

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

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony:
If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

3.4. Pricing Information

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

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

3.4.2. Pricing submitted includes the 2% TIPS/TAPS participation fee. Yes • No

3.4.3. Vendor agrees to remit to TIPS/TAPS the required 2% participation fee. Yes • No

3.4.4. Additional discounts to TIPS/TAPS members for bulk quantities? Yes • No

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

Contact person: Lilia Butler, A/P Manager
Company: Audio Visual Innovations Inc.
Address: 6301 Benjamin Road, Suite 101

City, State, Zip Tampa, FL 33634
Phone: (800) 282-6733
Fax: (813) 882-9508
Email: ap@avispl.com

3.6. Vendor Service

- 3.6.1. Average shipping time after receipt of customer order is 5 working days
3.6.2. Vendor currently has a government-to-business e-commerce site Yes • No

Through the ViewPoint Extranet, customers may log in to view their customized accounts. They may acquire access to their personalized account by contacting their account manager and requesting log in information.

ViewPoint allows customers to view current product catalogs, track service tickets and utilize project management tools. The Extranet also serves as a tool for suppliers to access a list of key contacts, marketing and event bulletins and purchasing processes and reports. Through the Extranet, both customers and suppliers are able to view and track their activities with AVI-SPL and pursue future business.

- 3.6.3. Which description best describes your company's position in the distribution channel?
• Manufacturer direct Certified education/government reseller
 Authorized distributor • Manufacturer marketing thru reseller
 Value-added reseller Other: industry-certified integration specialists/design-build capabilities.
- 3.6.4. Company experience in this commodity/category. 40 Years

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

AL AK AR AZ DE CA CO DC FL GA HI ID IL IN IO KS KY LA MA MD ME MO MI MT NC ND NE NJ NM NV OH OK OR PA RI SC SD TN TX UT VA VT WA WI WY

Yes • No

If answer is no, please list which states can be served Please see attached list of the offices we currently hold nation-wide, which has the capability to service every state in the United States.

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

TIPS/TAPS:

CT MN NH NY WV

Yes • No

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

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

AVI-SPL is a presentation technology provider, integrator and manufacturer certified reseller. Our business is the sale, rental, integration and service of audiovisual and presentation products. We are recognized for the design, installation and servicing of Pro-AV and presentation systems for boardrooms, training rooms and other high-tech presentation facilities in all vertical markets.

Each Awarded Vendor will have 2 contacts listed on the Vendor Profile on the TIPS/TAPS website. These 2 contacts will take all sales and general information calls from TIPS/TAPS members and direct them to the appropriate territorial sales person. These 2 contacts must be completely knowledgeable about the TIPS/TAPS contract, if awarded. Online training by the TIPS/TAPS administration may be required of the 2 contacts listed below.

Main Contact:

Name: Scott Grimm

Title: Sales Manager

Email: Scott.Grimm@avispl.com

Phone: (972) 243-4422 ext. 14174

Fax: (972) 243-5450

Mobile: (214) 417-1669

Mailing

Address: 13859 Diplomat Drive, Suite 180

Alternate Contact:

Name: Tom Mazzella

Title: Estimation Manager

Email: Tom.Mazzella@avispl.com

Phone: (972) 243-4422 ext. 14179

Fax: (972) 243-5450

Mobile: (214) 837-3208

Mailing

Address: 13859 Diplomat Drive, Suite 180

Audio Visual Innovations Inc.
TIPS/TAPS
RFP# 03-092712
Distance Learning Equipment and Services



City: Dallas

City: Dallas

State/Zip: TX 75234

State/Zip: TX 75234

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

Audio Visual Innovations Inc.; AVI-SPL; Signal Perfection Ltd.; Audiovisual; AV; certified reseller; audiovisual integration; audiovisual equipment; projectors; SMART, interactive whiteboards; Copernicus; AMX; Anchor Audio; Bretford; Chief; ClearOne; Comprehensive; Comprehensive-Kramer; Copernicus; Crestron; Da-Lite; Diversitrack; Draper; Elmo; Epson; Liberty; Lifesize; Recordex; Vivitek; Cisco; Telepresence; Polycom; Lync; Desktop Video; Distance Learning; Radvision; Bi-Amp; Avteq; Polyvision; ENO; Revo-Lab; Samsung; Sharp; LG; Extron.

Contact for 2% Submission Name: Lilia Butler, A/P Manager

Email: ap@avispl.com

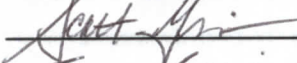
Telephone: (800) 282-6733

CONTRACT Signature Form

Pricing on flashdrive

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

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

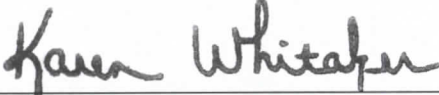
Company name AVI-SPL
Mailing Address 13859 DIPLOMAT DRIVE, Suite 180
City/State/Zip DALLAS, TEXAS 75234
Telephone No. 972-243-4422
Fax No. 972-243-5450
E-mail address SCOTT.GRIMM@AVISPL.COM
Authorized signature 
Printed name SCOTT GRIMM
Position with company SALES MANAGER

Web site URL WWW.AVISPL.COM

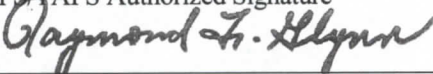
Accepted by The Interlocal Purchasing System:

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

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


TIPS/TAPS Authorized Signature

09/27/12
Date


Approved by Region VIII ESC

09/27/12
Date

REFERENCES

| | |
|--|--|
| Project Name | Southern Methodist University- Caruth Hall |
| Project Location | University Park, TX |
| Owner Contact | Jay Meister SMU Project Manager Office: 214-768-4810 Email: jmeister@smu.edu |
| Contract Value | \$907,100 |
| Architect/Engineer Contact | Christopher Andrews, LEED AP Austin Commercial Office: 214-270-0796 Email: candrews@austin-ind.com |
| Completion Date | April 2010 |
| Project Outline: Acoustics and audio-visual integration for broadcast video and distance learning, Innovation Gym, Auditorium, Outdoor Amphitheatre, Multipurpose rooms, Conference rooms and Teaching Lab. AMX control systems, full digital HDMI video distribution, distance learning classrooms with Tandberg/Cisco hardware. | |

| | |
|--|--|
| Project Name | City of Alexandria, Virginia- Department of Emergency Communications |
| Project Location | Alexandria, VA |
| Contact | Dale Johnson Radio Systems Manager Office: 703-646-1865 E-mail: Dale.Johnson@alexandriava.gov |
| Contract Value | \$1,000,000 |
| Completion Date | September 2011 |
| Project Outline: AVI-SPL's Control Room Group conducted installation of a 7x2 Christie Digital Video Wall with a Jupiter Video Wall Processor that is used as a monitoring tool for the City of Alexandria Emergency Management, Police and Fire Departments. | |

| | |
|-------------------------|--|
| Project Name | City of Fort Worth, Texas- Emergency Operations Center |
| Project Location | Fort Worth, TX |
| Contact | Eric Carter DHS Grants Manager and Evaluator Office: 817-392-8277 E-mail: Eric.Carter@fortworth.org |
| Contract Value | \$2,000,000 |

| | |
|--|---------------------|
| Completion Date | First Quarter, 2011 |
| <p>Project Outline: Zipper Building- This project consisted of 24/7/365 Emergency Operation Center with a Large 28 Screen Video Wall, Media Room, Executive Conference Room and multiple Break Out Rooms all incorporating Video Display and Videoconferencing technologies. This project incorporated standardization and centralized switching and control of multiple rooms with audio visual and videoconferencing as a major communication and collaboration tool. The facility supports Ft Worth and was voted and awarded the Best IT Collaboration Project in Texas for 2010.</p> | |

| | |
|---|---|
| Project Name | The University of Southern Mississippi |
| Project Location | Hattiesburg, MS |
| Contact | Stacy Tucker Director, Technology Auxiliary Services iTech Office: 601-266-6599 |
| Completion Date | January 28, 2011 |
| <p>Project Outline: Cisco Telepresence with VCS Infrastructure and Cisco EX 90, Movi,C20 and C40 endpoints</p> | |

| | |
|-------------------------|----------------------------|
| Project Name | Jackson Federal Courthouse |
| Project Location | Jackson, MS |

| | |
|--|--|
| Contact | Sherrri Williams Office: 601-856-1867 E-Mail: swilliam@wgyates.com |
| Completion Date | October 2009 |
| Project Outline: Installed 29 Audio Visual Systems in Multiple Rooms—Tandberg VTC included. | |

| | |
|---|---|
| Project Name | University of Central Oklahoma |
| Project Location | Edmond, OK |
| Contact | Sonya E. Watkins Office of Information Technology Office: 405-974-2688 E-Mail: sewatkins@uco.edu |
| Completion Date | Multiple projects completed in 2010 |
| Project Outline: Pro-AV installation and refresh projects for conference room environments and their Center for Transformative Learning. | |

AVI-SPL

PARTIAL CLIENT LIST

At AVI-SPL, we strongly value our ability to deliver a wide range of audio video services. From classrooms to boardrooms, to stadiums and government facilities, we comprehensively provide tailored systems integration solutions, equipment sales and services. Please see below for a brief listing of our clients, arranged by the primary vertical market.

CORPORATE:

Bowman and Brooke Law Firm
IBM
Raymond James

General Mills
Intermedia/Worldcom
Ring Power

Harbor Distributing
Microsoft
Vistakon Vision Care Institute

EDUCATION:

Atlantic Technical Center
Florida State University
University of California Berkeley

Bowie State University
Hillsborough Community College
University of California-Merced

Flagler College
Indian River Community College
University of Florida

GOVERNMENT:

Centers for Disease Control
Langley Air Force Base
The Pentagon

Defense Threat Reduction Agency
NYC Office of Emergency Management
U.S. Central Command

Department of Veterans Affairs
Texas Department of Public Safety
U.S. Naval Academy

HEALTHCARE:

American Academy of Pediatrics
H. Lee Moffitt Cancer Center
National Institute of Health

American Red Cross
Medical City Hospital
Nova Psychology

Baylor Heart and Vascular Institute
National Cancer Institute
Shriners Hospital for Children

HOSPITALITY/ENTERTAINMENT:

Gaylord Entertainment
Miller Park
Salvador Dali Museum

Lambeau Field
Oriole Park at Camden Yards
Soldier Field

Madison Square Garden
Pepin Distributing Company
Stations Casino

HOUSE OF WORSHIP:

Brooklyn Tabernacle
First United Methodist Church of Plano
Madison Park Church of God

Desert View Bible Church
Grace Church
Potter's House

First Baptist Church of Hendersonville
Ingleside Baptist Church
Sacred Heart Catholic Church

WARRANTY INFORMATION

All supplies equipment and services shall include the manufacturer's STANDARD WARRANTY unless otherwise agreed upon AND clearly stated in writing.

Optional Coverage (subject to additional fees) Includes:

A. Scheduled Preventive Maintenance (PM): AVI-SPL shall provide two (2) routine preventive maintenance visits, scheduled semi-annually during the Covered Period of this Agreement. During each scheduled Preventive Maintenance (PM) visit AVI-SPL authorized technician(s) shall perform the following services as they relate to the covered equipment:

- Complete operational check of the system functions
- Replace client furnished projector lamp, reset counter, clean filters, and align
- Detailed inspection and testing of selected system components
- Adjustment of levels and equalization of equipment settings as required to maintain or optimize overall system performance
- Professional cleaning of record / playback heads, screens, projector lenses and other critical surfaces, as needed
- Mechanical and electrical adjustment of video projectors as needed
- Inspect and repair any faulty wiring or connections *
- Service reports
- Recommendations for any additional services and upgrades

* If abnormal operating conditions outside industry standards are noted during a Preventive Maintenance call and the repair or correction cannot be accomplished during the PM call, another repair call will be scheduled to correct the noted condition. In addition, if the repair is not covered by this AGREEMENT as noted in Article IV, AVI-SPL will forward a written quote for repair to the customer, which will include a description of the condition and a cost to repair.

B. Additional Customer Care Program Services:

- **Unlimited technical phone support** provides the technical assistance you need during extended business hours.
- **Priority help desk queue** fast-tracks your calls to provide a quick and effective response.
- **Advanced parts replacement** advance ships replacement parts the next business day from manufacturer once defective product has been identified.

- **Parts repair** fixes or replaces defective equipment. Repairs can be done onsite or at AVI-SPL.
- **Software updates and upgrades** help ensure all your equipment is kept up to date with the latest features.
- **Escalation support** provides management of escalating issues with manufacturers to resolve open items.
- **Onsite service/support** provides onsite field personnel when an issue cannot be addressed remotely.
- **Annual business review** assesses your open cases and needs from the previous year and discusses any future plans of expansion or changes.
- **Online service portal** keeps you up to date with easy access to information on open trouble tickets and their status.

AVI-SPL may offer at its discretion a percentage discount off the list price for these additional maintenance services.

C. Helpdesk: AVI-SPL's 24x7 Helpdesk is included with all AVI-SPL Customer Care programs. This service includes unlimited toll-free phone, e-mail, as well as advance parts replacement, real-time trouble ticket tracking and reporting, detailed statements of work, global support in the event of international installations, and service level customization, which can include Time and Materials calls and contracts for onsite work. AVI-SPL will:

- Provide first call pickup within 60 seconds, 90% of time
- Log all trouble tickets into tracking system
- Perform diagnostics and analysis remotely if applicable (Telnet, VPN, Extranet, etc.)
- Schedule repairs and/or temp solutions
- Dispatch technicians as needed

Helpdesk Support – Trouble Calls Services Overview

- AVI-SPL will provide 1st-call pickup within 60 seconds 90% of time
- Troubles will be logged into CRM (Customer Relationship Management) System
- Check equipment/system status for errors
- Perform complete diagnostics and analysis remotely (Telnet, VPN, Extranet, etc.)
- Tier 2 Help Desk support
- Schedule repairs and/or work around

- Dispatch per contract or on a T&M basis
- AVI-SPL will provide regular monthly performance reports
- All time periods are measured from the initial time a trouble ticket has been viewed and accepted by the VENDOR'S remote help desk technician. Listed below are the target response times for telephone support, arrival of technician and target resolution times:

| METRIC | DEFINITION | SUPPORT TYPE | SLA REQUIREMENT |
|---|---|--|--|
| Help Desk ACD time-to-answer 1 st call | Elapsed call time before call is answered | Telephone Support/Callback | Not to exceed 60 seconds 90% of the time |
| Help Desk 1 st call trouble shooting | Helpdesk Technician responds to customer trouble call | Helpdesk Technician | Within five (5) minutes of the initial call |
| Critical Error | A fault that causes the operation to cease, as in network infrastructure equipment (MCU, TMS, etc.) | Helpdesk Technician | Not to exceed one (1) hour Next business day Next business day |
| | | Telephone Support/Callback | |
| | | Field Technician On-site Trouble Resolved | |
| Major Error | A fault that takes an entire system out of operation | Helpdesk Technician | Not to exceed 2 hours Next business day Next business day |
| | | Field Technician On-site | |
| | | Trouble Resolved | |
| Minor Error | A fault that does not prevent partial operation of the system | Helpdesk Technician | Not to exceed 4 hours Next business day 2nd business day |
| | | Telephone Support/Callback | |
| | | Field Technician On-site | |
| | | Trouble Resolved | |

| | | | |
|---------------|---|---|---|
| Warning Error | A detected fault that is not affecting any user | Helpdesk Technician Telephone Support/Callback Field Technician On-site Trouble Resolved | Not to exceed 8 hours 2nd business day 2nd business day |
|---------------|---|---|---|

Example: AVI-SPL Support Process Overview – Trouble Calls

1. Client places call via Toll Free phone number, email, or web login
 1-XXX-XXX-XXXX / www.avi-spl.com
2. Call request arrives at AVI-SPL's National Help Desk
3. Call is routed to Help Desk Technician (HDT)
4. HDT speaks to CONTACT
 - Gathers all pertinent information including name, location, a brief description of the problem
5. A new CASE is opened
 - Update data in system or update information given by CONTACT and give new disposition
6. CONTACT is given a disposition and the case number at this time
7. HDT troubleshoots problem with CONTACT
 - HDT should attempt to determine the cause of the problem or what equipment and facilities are affected
8. Select course of action based on troubleshooting
 - Access drawings and/or job folder to continue troubleshooting
9. Problem traced to unsupported equipment
 - Call will be escalated to CASE Manager
10. If unfamiliar with specific equipment issue as reported
 - CASE will be escalated to Level 2 HDT
11. Unable to isolate problem
 - CASE will be escalated to Level 2 HDT
12. If problem is resolved, ticket will be closed. If not, and an on-site technician is needed, one will be dispatched in accordance with the contract terms
13. Case is closed and a Solution is created in the CRM

Audio Visual Innovations Inc.
TIPS/TAPS
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