

AudioVisual Solutions Proposal For

City of Pflugerville Conferencing Refresh

REF: DIR State Contract No. DIR-TSO-3875



AVI  **SPL**®

A Digital Workplace Services Provider

AVI  **SPL**®

11100 Metric Blvd
Suite 500
Austin, TX 78758
(512) 280-3710
Fax: 512-933-0291
www.avispl.com

Prepared By: Sara Landkammer
Sara.Barrett@avispl.com

Proposal No: 359543-3

Corporate Overview

Your Digital Workplace Services Partner

AVI-SPL is a digital workplace services provider that helps organizations around the world improve their team collaboration and business value through collaboration solutions. From offices in North America, Europe and the Middle East, and through a worldwide network of engineering resources, we deliver transformative solutions and services vital to the success of your organization.

We design, deploy, manage and support the systems and environments that empower meaningful communication and collaboration. Through this transformation, we help you improve workflows and the user experience while also easing the manageability of your technology solutions.

AVI-SPL works diligently to be a single, reliable resource for improving your organization's ability to communicate and collaborate. Through partnerships with highly regarded collaboration companies, construction firms, architects, and consultants, we design, build, integrate, manage and support solutions, systems, and experiences that deliver state-of-the-art communications and collaboration. No other company can match our ability to handle every aspect of your integration project, from understanding your goals to providing ongoing support. When you partner with AVI-SPL, you're working with:

A Partner Working in Your Interests

- Experienced and financially stable technology contractor with a **global operational delivery model**.
- Providing **innovative, award-winning solutions** that are effective and aligned with your needs. Our solutions reflect the trends and technologies shaping professional collaboration and the workplace.

A Knowledgeable Collaborator

- Most **qualified team of engineers and technicians** in the industry.
- **In-house capabilities** to design, install and manage complex audio, video, collaboration and communication technologies.
- **Certified to implement collaboration solutions** from industry leaders like Microsoft, Poly, Cisco, NEC, and Crestron.

An Experienced Services Provider

- Wide-ranging **technical integration capabilities**, construction experience, and engineering resources to support projects of any scale and in environments as varied as stadiums, boardrooms, hospitals, and classrooms. Our experience spans over 40 years. We support our clients through our Global Service Operations Centers, which provide 24/7 help desk support.
- **Expert engineering** with the highest per capita number of technical employees of any AV solutions provider.
- **Award-winning conferencing services** that include customizable room and device monitoring, cloud-based scheduling and management for meeting rooms and the technology enabling them, and analytics reports that provide actionable business intelligence.

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC is the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

We take your investment in collaborative solutions as seriously as you do. That's why we're with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect.

Our diverse portfolio features solutions in the corporate, education, and government sectors, including Fortune 500/Global 1000 boardrooms, military base operation centers, and education campuses. On most projects, we collaborate with architects, consultants, designers, and end users like you.

AVI-SPL's expertise includes partnerships with the industry's top technology providers, highly skilled and certified technicians, and comprehensive support that is setting the standard in the collaboration industry.

The hallmark of AVI-SPL's client success has been our ability to keep pace with the technology trends that drive the way businesses operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.

- **86% of Fortune 100** and **70% of Fortune 500** companies are AVI-SPL customers
- **120,000+ projects** completed in **80 countries**
- **12,000+ service contracts** with **1,500 ticketed cases resolved** each month
- **3,400+ employees** in **57 offices** across North America, Europe, and the Middle East
- Partnerships with the **leading technology providers** so we can craft the right solution for every client

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC is the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

Room Summary - COUNCIL CHAMBER

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		COUNCIL CHAMBER			
		OWNER FURNISHED EQUIPMENT			
	OFE	OWNER FURNISHED PROJECTOR (Owner Furnished Equipment)	1	OFE	OFE
	OFE	OWNER FURNISHED FIXED PROJECTION SCREEN (Owner Furnished Equipment)	1	OFE	OFE
	OFE	OWNER FURNISHED FLAT PANEL DISPLAY (Owner Furnished Equipment)	1	OFE	OFE
	OFE	OWNER FURNISHED DISTRIBUTION AMPLIFIER, 2 OUTPUT HDMI (Owner Furnished Equipment)	1	OFE	OFE
	OFE	OWNER FURNISHED DISTRIBUTION AMPLIFIER, 6 OUTPUT HDMI (Owner Furnished Equipment)	2	OFE	OFE
	OFE	OWNER FURNISHED COMPUTER MONITOR (Owner Furnished Equipment)	1	OFE	OFE
	OFE	OWNER FURNISHED ANTENNA, WALL/CEILING MOUNTABLE (Owner Furnished Equipment)	2	OFE	OFE
	OFE	OWNER FURNISHED ANTENNA & POWER DISTRIBUTION SYSTEM (Owner Furnished Equipment)	1	OFE	OFE
	OFE	OWNER FURNISHED RECEIVER, DIVERSITY 470- 494MHZ (Owner Furnished Equipment)	2	OFE	OFE
	OFE	OWNER FURNISHED WIRELESS RECEIVER (Owner Furnished Equipment)	2	OFE	OFE
	OFE	OWNER FURNISHED MICROPHONE, SPEECHLINE DIGITAL WIRELESS SET (Owner Furnished Equipment)	6	OFE	OFE
	OFE	OWNER FURNISHED MICROPHONE, DESKTOP 18" GOOSENECK CARDIOID (Owner Furnished Equipment)	9	OFE	OFE
	OFE	OWNER FURNISHED 70V SPEAKER (Owner Furnished Equipment)	14	OFE	OFE
	OFE	OFE SOLID STATE COMPACT FLASH RECORDER (Owner Furnished Equipment)	1	OFE	OFE
	OFE	OWNER FURNISHED EQUIPMENT RACK (Owner Furnished Equipment)	1	OFE	OFE
	OFE	OWNER FURNISHED COMPUTER	1	OFE	OFE

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

Mfg	Model	Description	Qty	Unit Price	Extended Price
		(Owner Furnished Equipment)			
	OFE	OWNER FURNISHED UPS, RACKMOUNT 2200VA/1650W (Owner Furnished Equipment)	2	OFE	OFE
		SIGNAL DISTRIBUTION SYSTEMS			
CRESTRON	CREDMNVX360	ENCODER/DECODER, DM NVX 4K60 4:4:4 HDR NETWORK AV MSRP: \$1350 DIR Discount: 47%	5	\$715.50	\$3,577.50
CRESTRON	CREDMFCI8	CARD CHASSIS, DM FOR DM-NVX-C & DMCF, 8 SLOTS MSRP: \$2000 DIR Discount: 47%	1	\$1,060.00	\$1,060.00
CRESTRON	CREDMNVX360C	ENCODER/DECODER CARD, DM NVX 4K60 4:4:4 HDR NETWORK AV MSRP: \$1350 DIR Discount: 47%	3	\$715.50	\$2,146.50
EXTRON ELECTRONICS	EXT60149002	TRANSMITTER, WIRELESS EXTENDER FOR HDMI UP TO 100', ELINK 10 MSRP: \$550 DIR Discount: 40%	1	\$330.00	\$330.00
EXTRON ELECTRONICS	EXT60149003	RECEIVER, WIRELESS EXTENDER FOR HDMI UP TO 100', ELINK 10 MSRP: \$590 DIR Discount: 40%	1	\$354.00	\$354.00
BARCO CLICKSHARE	BARR9861520NA	CLICKSHARE COMPLETE STARTER PKG, CSE-200 MSRP: \$1750 DIR Discount: 18%	1	\$1,435.00	\$1,435.00
EXTRON ELECTRONICS	EXT60130401	SCALER, DSC HD-3G A, HDMI TO 3G-SDI W/ AUDIO EMBEDDING MSRP: \$1800 DIR Discount: 40%	1	\$1,080.00	\$1,080.00
EXTRON ELECTRONICS	EXT60130301	SCALER, 3G-SDI TO HDMI - DSC 3G-HD A MSRP: \$1800 DIR Discount: 40%	1	\$1,080.00	\$1,080.00
EXTRON ELECTRONICS	EXT6019001	RACK SHELF KIT, 1U 9.5" DEEP - UNIVERSAL MSRP: \$150 DIR Discount: 40%	1	\$90.00	\$90.00
		CONTROL AND NETWORKING			
CRESTRON	CREAV4	CONTROL SYSTEM, 4-SERIES MSRP: \$4800 DIR Discount: 47%	1	\$2,544.00	\$2,544.00
CRESTRON	CRETS1070BS	TOUCH SCREEN, 10.1" TABLETOP, BLACK SMOOTH MSRP: \$3000 DIR Discount: 47%	1	\$1,590.00	\$1,590.00
NETGEAR	NETGSM4230P100NAS	SWITCH, M4250 26G4F PoE PLUS MINGD SW Non-DIR	1	\$884.53	\$884.53

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

Mfg	Model	Description	Qty	Unit Price	Extended Price
LUXUL	LUXXP810	HI POWER AC1200 DUAL BAND WIRELESS ACCESS POINT Non-DIR	1	\$154.23	\$154.23
		AUDIO SYSTEMS			
QSC	QSCCORE110F	SYSTEM, UNIFIED SERIES CORE W/ 24 LOCAL I/O CHANNELS, 1RU MSRP: \$3670 DIR Discount: 37%	1	\$2,312.00	\$2,312.00
QSC	QSCCORE8FLEX	SYSTEM, UNIFIED CORE W/8 LOCAL AUDIO I/O CHANNELS MSRP: \$2500 DIR Discount: 37%	1	\$1,575.00	\$1,575.00
EXTRON ELECTRONICS	EXT6044001	THREE OUTPUT STEREO AUDIO MINI DISTRIBUTION AMPLIFIER MSRP: \$210 DIR Discount: 40%	1	\$126.00	\$126.00
QSC	QSCCXQ2K4	AMPLIFIER, 4 CHANNEL 500W Q-SYS NETWORKED, LO-Z, 100V MSRP: \$2590 DIR Discount: 37%	1	\$1,631.70	\$1,631.70
JBL	JBLCONTROL251WH	5.25" TWO-WAY VENTED SPEAKER, WHITE (ORDER IN PAIRS) MSRP: \$206 DIR Discount: 22%	2	\$160.68	\$321.36
JBL	JBLMTC25UB1WH	U BRACKET, C25-1.1L, WHITE MSRP: \$43 DIR Discount: 22%	2	\$33.54	\$67.08
JBL	JBLMTC25WMG1WH	GRILLE, WEATHERMAX FOR C25-1/1L, WHITE MSRP: \$39 DIR Discount: 22%	2	\$30.42	\$60.84
JBL	JBLMTCPC3	COVER, PANEL, SEALED , PAIR MSRP: \$34 DIR Discount: 22%	1	\$26.52	\$26.52
		EQUIPMENT RACK ACCESSORIES AND POWER SYSTEMS			
MIDDLE ATLANTIC	MIDPDC915R6	POWER CONDITIONER, 9 OUTLET, 6 CONTROLLED 15A, 2 MSRP: \$347 DIR Discount: 15%	1	\$294.95	\$294.95
MIDDLE ATLANTIC	MIDRLM20A	POWER MODULE, 20 AMP REMOTE 12V DC, DRY CLOSURE MSRP: \$204 DIR Discount: 15%	1	\$173.40	\$173.40
MIDDLE ATLANTIC	MIDUTR1	SHELF, HALF/THIRD RACK, UNIVERSAL MSRP: \$53 DIR Discount: 15%	2	\$45.05	\$90.10
Subtotal					\$23,004.71

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

Room Support and Maintenance

Elite Maintenance Services - Room; 60-months	\$18,218.48
Unlimited break/fix support plan - 5 year term; inclusive of on-site tech dispatch	
Equipment Total	\$23,004.71
Installation Materials	\$3,923.08
Professional Services	\$31,055.00
Direct Costs	\$0.00
General & Administrative	\$1,009.55
Services - Room Support and Maintenance	\$18,218.48
Subtotal	\$77,210.82

For informational purposes only – all Purchase Orders must match Investment Summary details.

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

Investment Summary

Prepared For:	Cody Collins City of Pflugerville 100 E Main Street Pflugerville, TX 78660-2743
---------------	---

Prepared By:	Sara Landkammer
Date Prepared:	08/27/2021
Proposal #:	359543-3
Valid Until:	09/27/2021

Total Equipment Cost	\$26,927.79
-----------------------------	--------------------

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

Professional Integration Services	\$31,055.00
--	--------------------

Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs	\$0.00
---------------------	---------------

Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

General & Administrative	\$1,009.55
-------------------------------------	-------------------

Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

Services - Room Support and Maintenance	\$18,218.48
--	--------------------

Includes post-installation support and maintenance options selected for installed rooms

	Subtotal	\$77,210.82
	Tax	Exempt (*)
	Total	\$77,210.82

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

Signed	Printed	Date
--------	---------	------

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

AVI-SPL SOLUTION SCOPE OF WORK

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions Scope of Work. The scope of work noted is based on sound engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

Project Overview/Narrative

This project includes the design and installation of the City of Pflugerville Council Chambers Hybrid Refresh in Pflugerville, TX.

Scope of Work - Summary

AVI-SPL will coordinate with the client as necessary to ensure each item is installed in the most appropriate location. All products are requested by the owner, and where exact models are no longer available from the manufacturer, replacements have been specified. Some products have been replaced or incorporated into other products based on the availability of newer technologies than what is identified in the specification.

Based on the information provided, AVI-SPL will provide the following:

The following owner furnished equipment will be reutilized in place as existing:

- One (1) owner furnished projector and projection screen.
- One (1) owner furnished wall mounted flat panel display.
- One (1) owner furnished two output HDMI distribution amplifier.
- Two (2) owner furnished six output HDMI distribution amplifier.
- One (1) owner furnished computer monitor.
- Two (2) owner furnished wireless microphone antennas.
- One (1) owner furnished wireless microphone antenna distribution system.
- Two (2) owner furnished wireless gooseneck microphone and receiver systems.
- Two (2) owner furnished wireless handheld microphone and receiver systems.
- Six (6) owner furnished wireless boundary microphone and receiver systems.
- Nine (9) owner furnished wired gooseneck microphones.
- Fourteen (14) owner furnished 70V in-ceiling speakers.
- One (1) owner furnished audio recording system.
- One (1) owner furnished equipment rack.
- One (1) owner furnished computer.
- Two (2) owner furnished UPS power systems.
- A broadcast and automation system will be provided by others to include PTZ cameras. No control or interconnectivity of these systems are to be provided outside of the signal feeds being provided as described below.

New Equipment:

- Five (5) network video encoder/decoders will be provided and installed. The encoder/decoders will facilitate transport of audio/video and control signals within the system. The encoder/decoders will provide the required matrix switching functionality.
- One (1) wireless video transmitter and receiver set will be provided and installed. The wireless extender set will support the wireless video requirement of the monitor located on the lectern.
- One (1) wireless presentation device will be provided and installed. The wireless presentation device will support wireless presentation for the space. Two (2) buttons will be provided with the system.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved (V1.1)

- One (1) HDMI to SDI video scaling systems will be provided and installed. The scaling systems will convert the routed signals to the preferred format and signal type of the broadcast system equipment.
- One (1) SDI to HDMI video scaling system will be provided and installed. The scaling system will convert the signal from the broadcast system (clean switch) to the preferred format and signal type of the networked distribution system.
- One (1) control system processor will be provided and installed. The control system processor will provide control of the AV systems to include power on/off, matrix routing, device control, mute sync management and basic/advanced audio controls.
- One (1) 10-inch control system table-top touch panel will be provided and installed. The touch panel will be located at the staff desk location.
- One (1) 26-port network switch will be provided and installed. The network switch is intended to be used ad-hoc and will not be connected to the client network. The network switch will support the connectivity, PoE+ power requirements of the networked distribution and AV control system.
- One (1) wireless access point will be provided and installed. The wireless access point will be utilized on an isolated VLAN of the AV network switch and will provide connectivity to the wireless presentation unit only.
- Two (2) audio DSP system processors will be provided and installed. The audio DSP units will provide the necessary audio processing, and AEC correction required for the hybrid conferencing functionality. The audio DSPs will provide up to twenty-four (24) total channels of AEC correction. The smaller processor will be installed at the Dais Staff Desk location to reduce and consolidate microphone cabling from the Dais to equipment rack.
- One (1) audio distribution amplifier will be provided and installed. The audio distribution amplifier will be utilized to feed an AEC corrected fixed level feed to the broadcast system, press feed and the owner furnished audio recording system.
- One (1) four channel audio amplifier will be provided and installed. The audio amplifier will provide speaker level amplification to the four zones of speaker audio required.
- Two (2) white outdoor 70V wall mountable speakers will be provided and installed. The speakers will be provided with u-bracket mount, weather resistant grill and cover panels. The speakers will be mounted in the location of the existing speakers.
- One (1) relay-controlled power conditioner will be provided and installed. The power conditioner will provide relay-controlled power for non-critical equipment that can be powered off when the system is not in use.
- One (1) relay-controlled power module will be provided and installed. The power module will allow for relay-controlled power for the audio amplifier.

General Notes

Unless otherwise indicated, any existing equipment not being re-utilized in the refresh of the system will be removed and turned over to owner. This specifically includes the DVD recorder, wireless microphone equipment not slated for reallocation and equipment installed in the network rack that was never utilized.

There are some installed speakers in the audience where the function of them is unclear. They do not exist in the as-built drawings and at this time are not planned for utilization but will be left in place. If their use is deemed necessary in the refresh of the system, additional charges could be incurred for their integration.

This project consists of owner furnished equipment and cabling. Owner furnished equipment and cabling is considered in good working order and where it is determined that there are defects or failures, additional charges may apply to correct those deficiencies.

Assistive listening is not being provided. Direction to include assistive listening will incur additional costs.

AVI-SPL will perform all equipment mounting/installation, cabling, terminations, troubleshooting, and testing, and supply all necessary materials for installation, including HDMI cables.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved (V1.1)

This proposal is based on a site visit performed 07/21/2021. Changes to this schedule or to parts/installation requested by the client will result in additional charges.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved (V1.1)

Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

- All equipment, wire and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming and testing.
- Documentation package including complete as-built AV system diagrams and manufacturer's operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User demonstration of full AV system operation for final sign-off.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL's standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

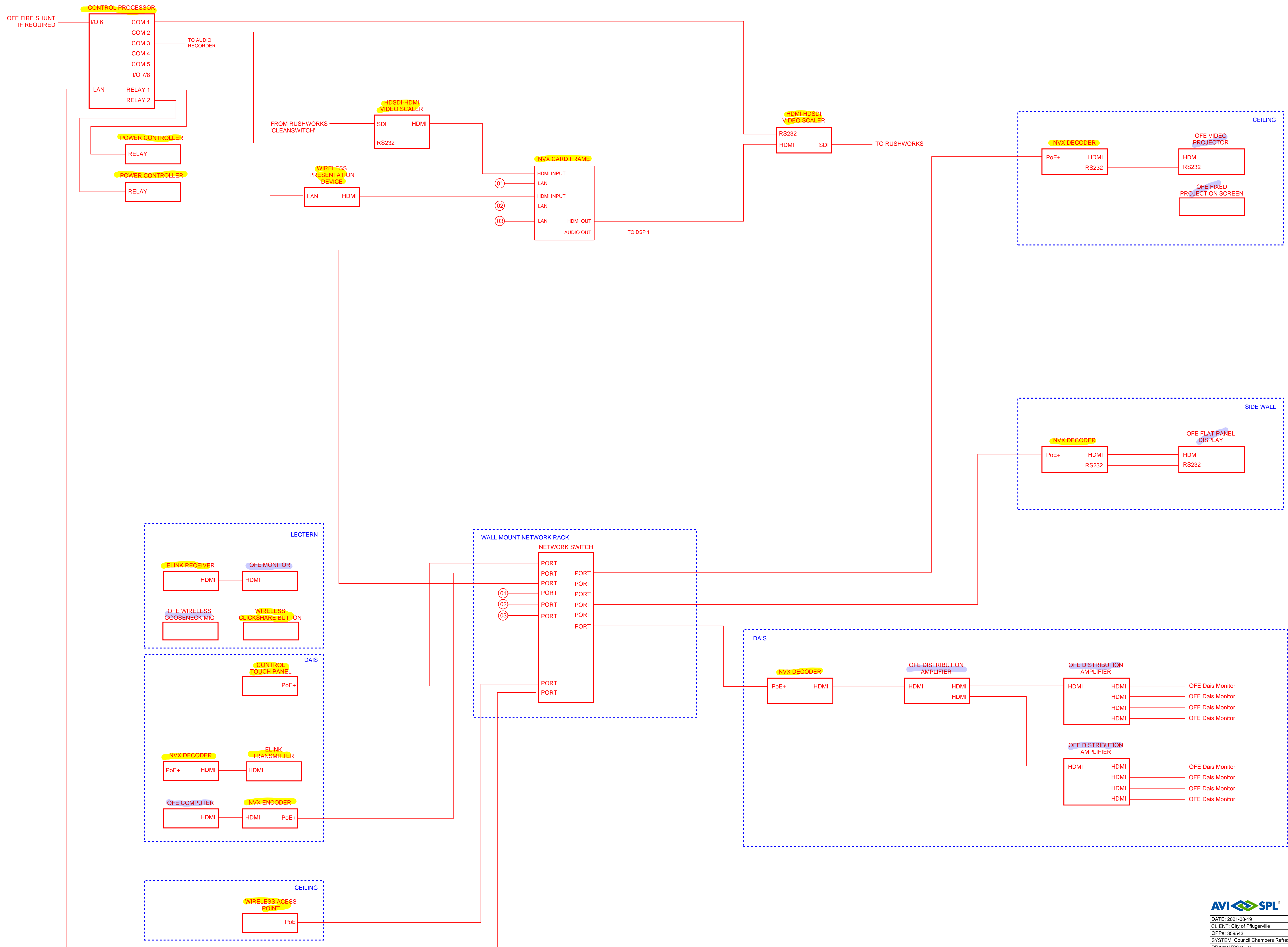
Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

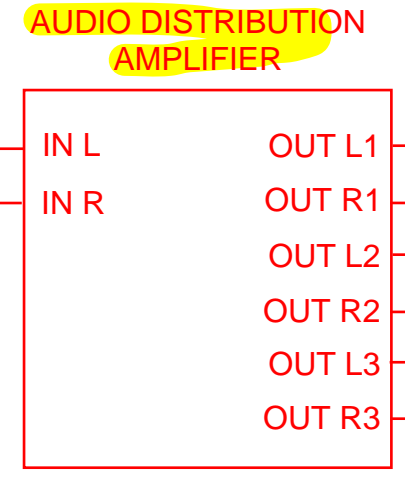
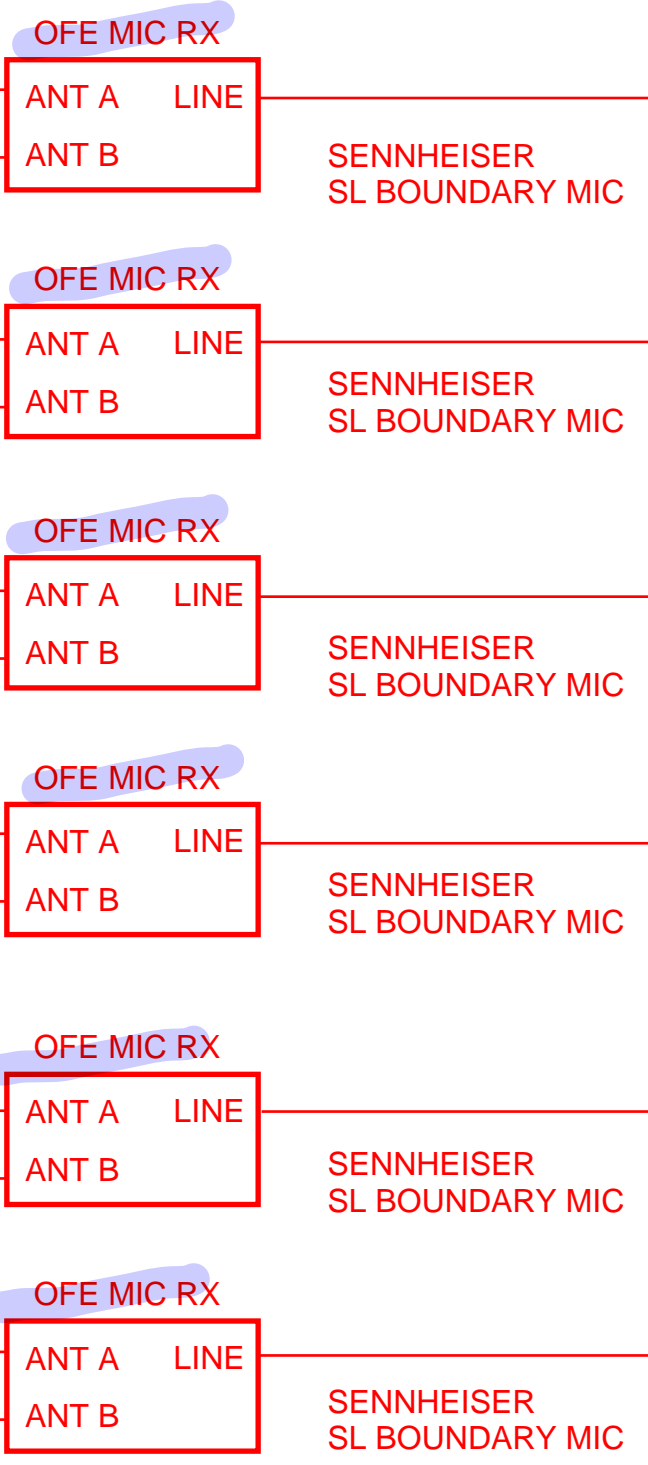
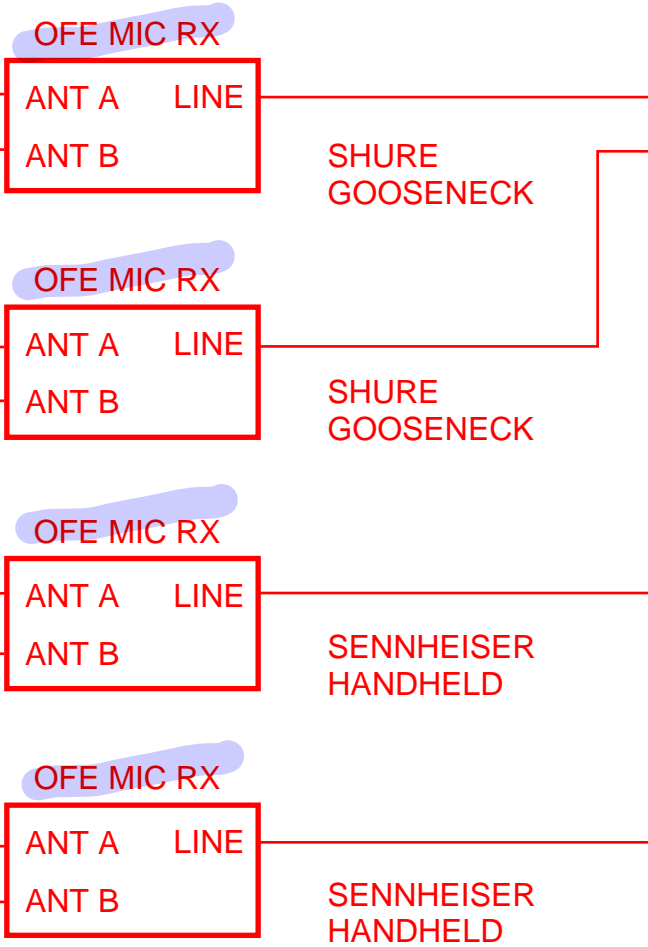
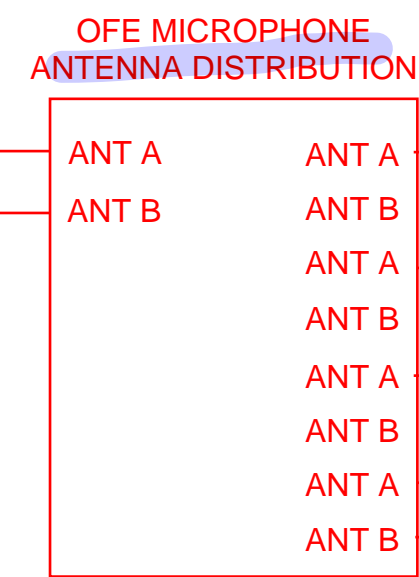
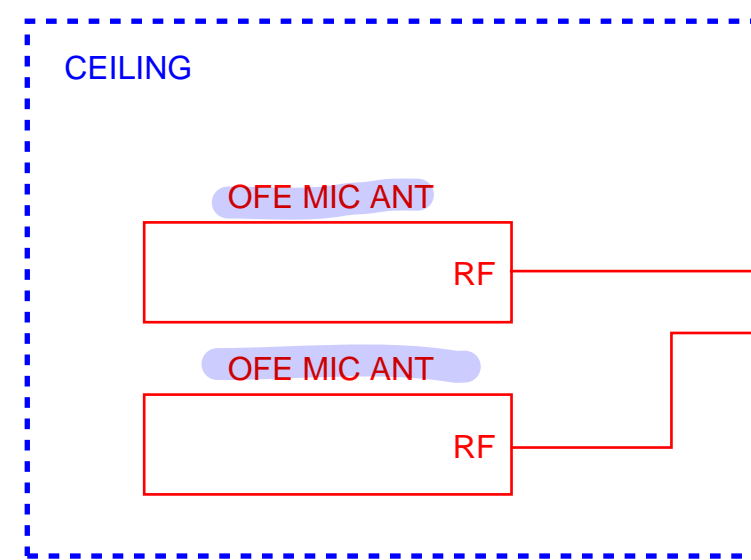
Exclusions

The following items are EXCLUDED from this proposal unless specifically identified otherwise within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching or finishing of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer's "User Adoption" training.
- Additional costs for union labor.

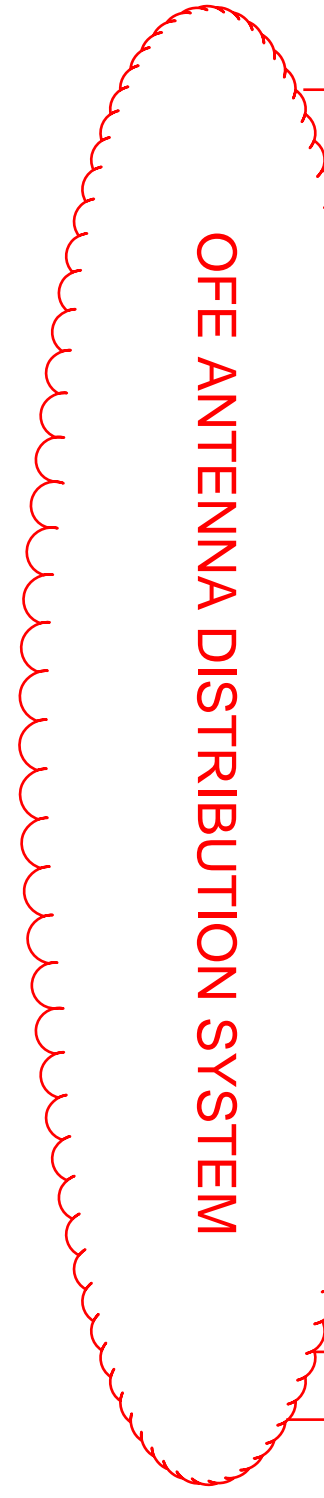
This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC is the property of AVI-SPL or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved



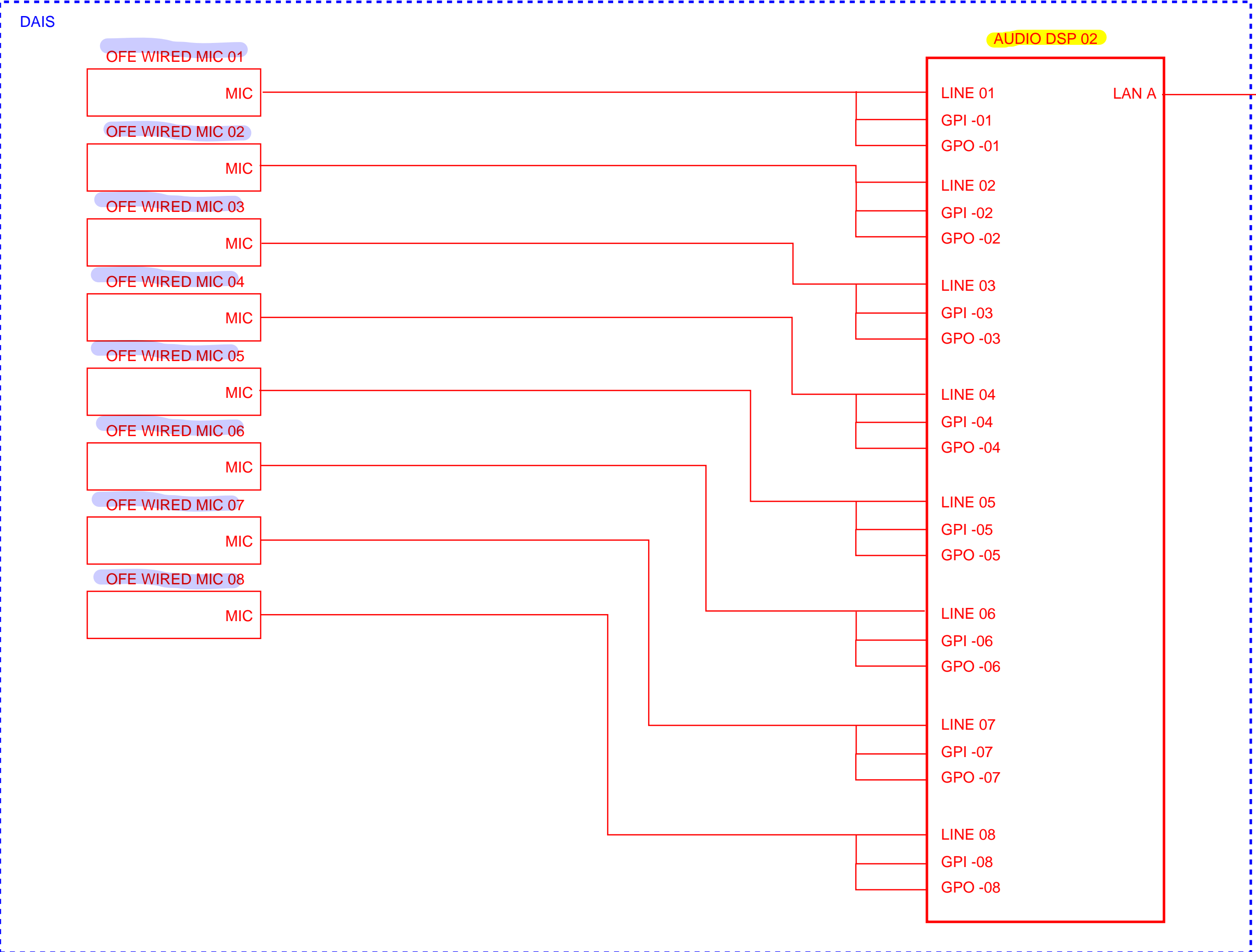
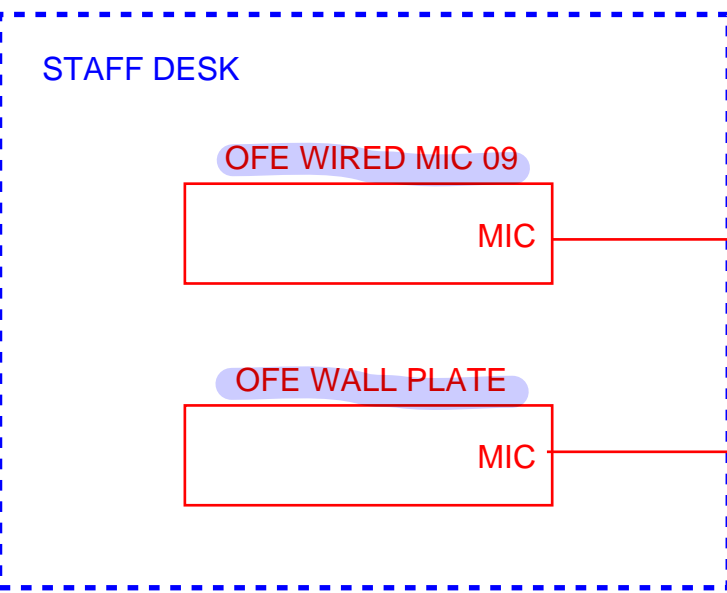
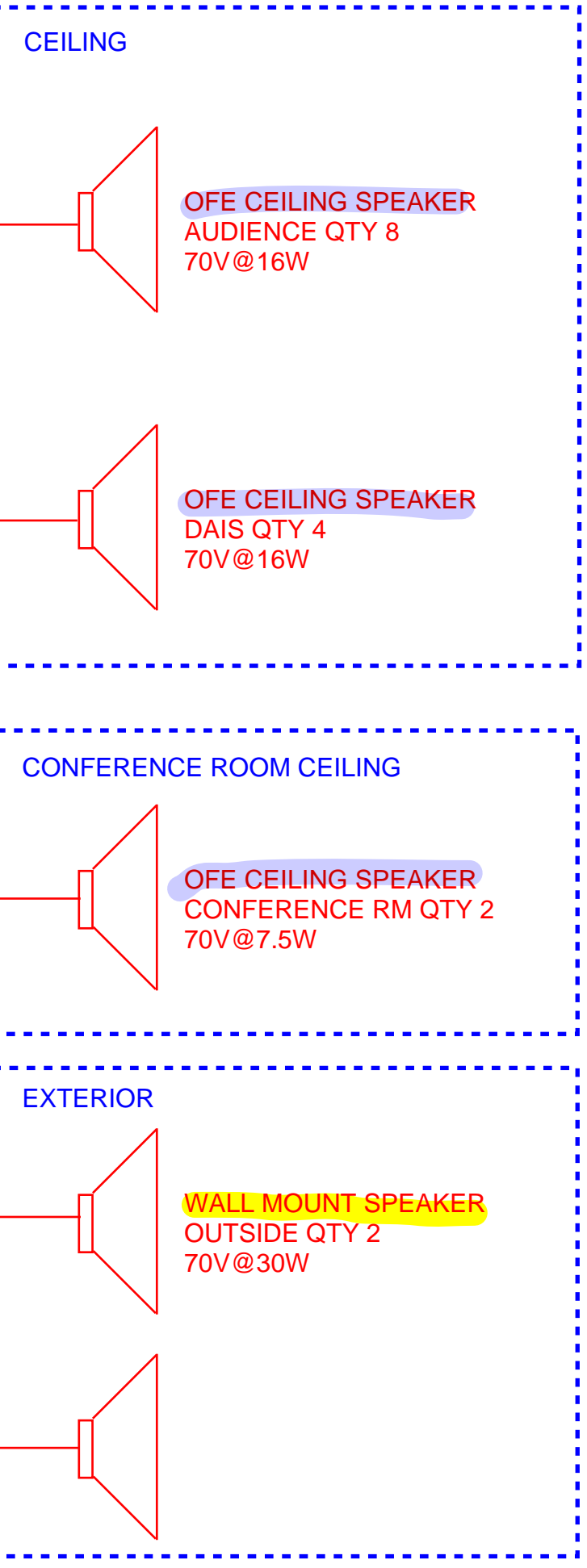
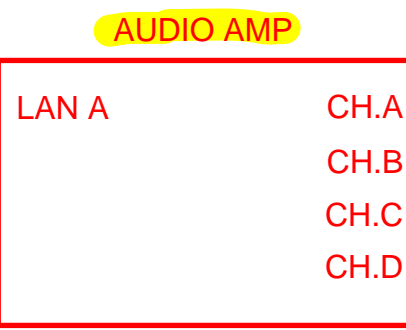
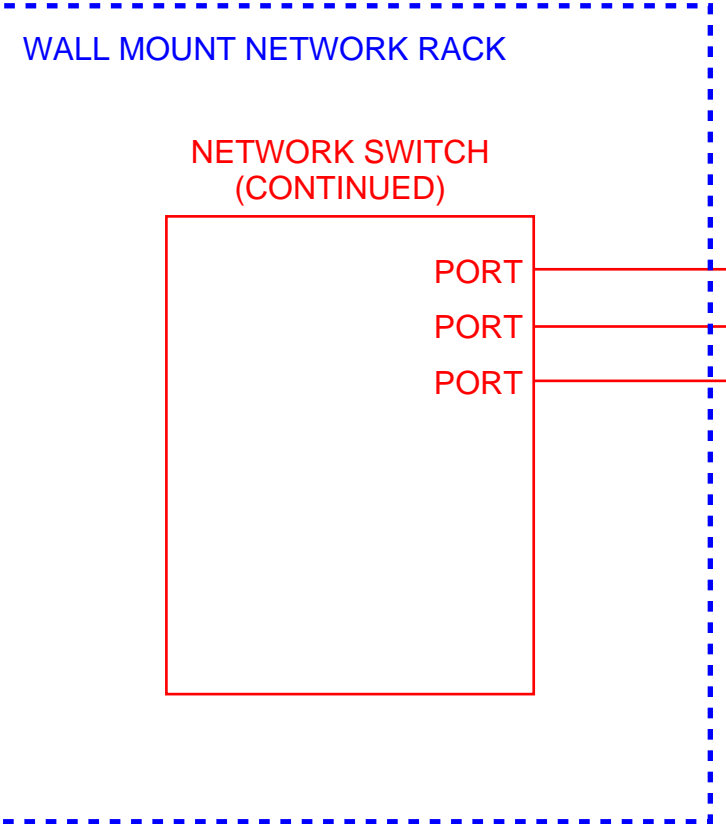


WIRE	PIN	DESCRIPTION
SHIELD	1	AUDIO SH
RED	2	AUDIO +
BLACK	3	AUDIO -
ORANGE	4	LED IN
WHITE	5	SWITCH OUT
GREEN	6	LOGIC COMMON

SHURE MIC INTERNAL SWITCH SETTINGS:
 SWITCH 1 OFF
 SWITCH 2 OFF
 SWITCH 3 ON
 SWITCH 4 OFF

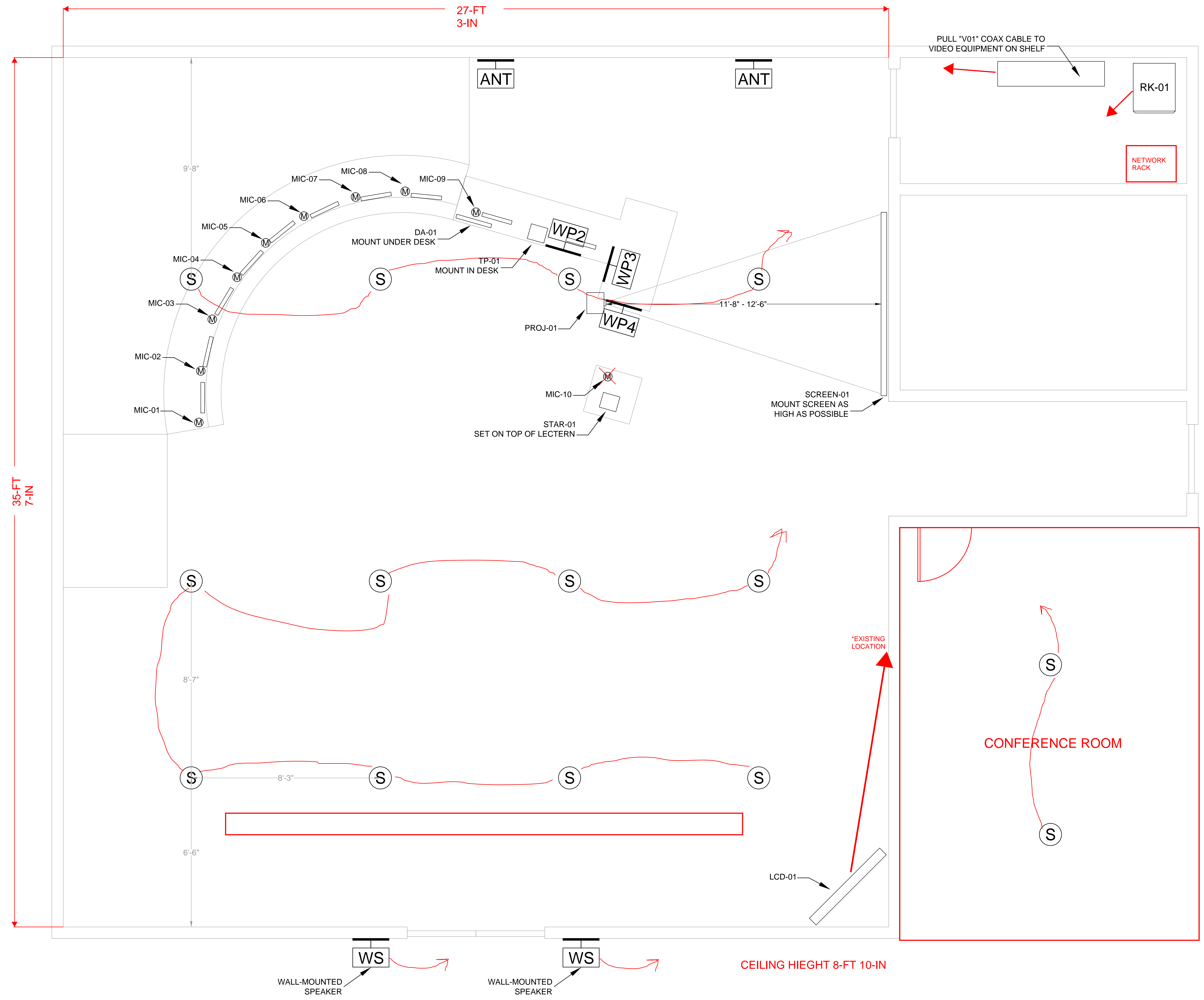


FROM NVX SYSTEM



AVI-SPL

DATE: 2021-08-19
CLIENT: City of Plugarville
OPP#: 359543
SYSTEM: Council Chambers Refresh
DRAWN BY: Bill Cyree



AVI SPL
DATE: 2021-08-19
CLIENT: City of Pflugerville
OPF#: 359543
SYSTEM: Council Chambers Refresh
DRAWN BY: Bill Cyree

General Terms and Conditions

1. Applicability of Terms

1.1 These General Terms and Conditions (together with any addenda attached hereto and incorporated herein by this reference, the "Terms and Conditions") and the accompanying Audiovisual Solutions Proposal (the "Proposal") are the only terms and conditions which govern the sale of the equipment and any related software (the "Products") and services (the "Services") specified in the Proposal by AVI-SPL LLC ("Seller") to the buyer/customer identified in the Proposal ("Buyer"). Seller and Buyer may be individually referred to as a "Party" and collectively as "Parties."

1.2 The Terms and Conditions and the Proposal (collectively, the "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of a conflict or inconsistency between the General Terms and Conditions and any addendum, the addendum shall prevail to the extent of such conflict or inconsistency. In the event of a conflict between the Terms and Conditions and the Proposal, the Terms and Conditions shall prevail to the extent of such conflict or inconsistency. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Products and Services that are the subject of the Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with these Terms and Conditions.

2. Acceptance and Modification of Terms

2.1 This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this sub-Section 2.1 and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Buyer's signed acceptance of the Agreement, issuance of order against the Agreement, payment for any of the Products or Services contained in the Agreement, or receipt of the Products or Services contained in the Agreement, whichever occurs first, shall constitute Buyer's acceptance of this Agreement.

2.2 Any modification, addition to, or waiver of any of this Agreement shall not be effective unless in writing and signed by an authorized representative of Seller, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Seller. No relaxation, forbearance or indulgence by a Party in enforcing any of the terms and conditions of this Agreement or the granting of any time to the other Party shall prejudice or restrict the rights and powers of a Party hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

3. Delivery

3.1 Seller will use its best efforts to deliver the Products in accordance with the Buyer requested delivery date, subject to receipt of all necessary information from Buyer and Buyer's compliance with Seller's reasonable instructions for site readiness. Shipping and installation dates are approximate only, and Seller shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control and without its fault or negligence.

3.2 Any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence shall extend delivery and installation dates to the extent caused thereby. Seller will use reasonable efforts to timely notify Buyer in the event of a delay. Buyer shall reimburse the Seller its reasonable additional expenses resulting from any Buyer-caused delay. When delivery of the Products is delayed at the request of the Buyer and the Products have already been shipped by Seller's vendor, Seller will place the Products in storage and invoice Buyer the price of such Products, which will be promptly paid. Seller shall not be liable, and the Buyer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Seller's reasonable control and without Seller's fault or negligence, and Buyer shall accept such delayed performance by Seller. The Buyer's receipt of the Products shall constitute a waiver of any claims for delay.

4. Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

5. Buyer in Arrears or Default

In the event Buyer is in arrears with any payment due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller. Upon notice to Buyer and without waiving any other rights or remedies to which it may be entitled, Seller shall have the right to suspend or terminate performance of the Services or delivery of the Products until payment of the amount in arrears is received, decide not to fulfill additional orders from Buyer and/or seek collection of all amounts due. Seller shall have no liability to Buyer for any such suspension or termination. In the event of any action by Seller to collect any amount not paid when due, Buyer will reimburse Seller for its costs of collection (including, without limitation, any reasonable attorneys' fees). In the event of Buyer's default, Seller may also, without notice, peaceably enter any premises in which the Products are located and remove, hold and sell them in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

6. Title and Risk of Loss

6.1 Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable) and a purchase money

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

security interest retained by Seller in the Products sold and the proceeds thereof until payment of all amounts then due to Seller. Seller shall be entitled to remove the Products from the Buyer's premises if all payments are not made when due. Buyer agrees to reasonably cooperate with Seller in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Seller reasonably requests to protect its security interest.

6.2 Risk of loss or damage to the Products or any part thereof shall pass to the Buyer upon delivery.

7. Installation and Site Preparation

7.1 Installation (e.g. field assembly, interconnection, equipment calibration and checkout) is to be performed by the Seller's trained technical employees. The Seller shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Seller employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Seller is thereafter liable only for engineering supervision of installation.

7.2 The Seller shall reasonably coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Seller's work in progress is impeded by other trades and/or contractors (excluding the Seller's own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges, including labor, travel and other reasonable expenses, may result.

7.3 The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the Seller's reasonable instructions, including the requirements specified in the Proposal. In no event shall the Seller be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise agreed in writing in the Proposal, Buyer shall provide the Seller with source code for any non-Seller programmed remote control system required to be modified under the terms of this Agreement.

8. Access to Project Site

8.1 The Buyer shall provide the Seller with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Seller with free access to the installation site for the purpose of preparation for installation.

8.2 Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Products and the premises where the Products shall be situated.

9. Warranty

9.1 Seller warrants that:

(a) Immediately prior to delivery, it had good title to the Products, free from any lien or encumbrance unless otherwise specified;

(b) For a period of ninety (90) days from delivery and acceptance of the Products and Services, or, with respect to Products manufactured by a third party, such longer period of time provided by such manufacturer, the Products and Services will (i) be free from defects in materials or workmanship and (ii) conform to the requirements of the Proposal, including any instructions, specifications and documentation incorporated therein;

(c) It is in compliance with all applicable federal, state and local laws, regulations and standards relating to the sale and transportation of the supplies or items, and provision of the Products including all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA"); and

(d) With respect to Services, Seller's personnel shall possess the requisite level of training, skill and experience to address the requisite tasks efficiently and will perform the Services provided hereunder in a professional and workmanlike manner consistent with generally accepted industry standards.

9.2 Seller shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Seller which, within the sole, reasonable judgment of the Seller, results in an adverse effect, including effects upon performance or reliability of the Products.

9.3 In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required.

9.4 Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Seller hereunder as to Products manufactured by anyone other than the Seller, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes). Seller's sole obligation with respect to Products manufactured by someone other than Seller shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

10. Buyer Responsibilities

Buyer or any user of the Products shall (i) notify Seller as soon as any unusual operating peculiarity appears, and (ii) operate the Products in a safe and competent manner in strict compliance with the Product specifications and operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Products fails to comply with this Section 10, Seller's warranties and its obligations hereunder shall terminate without notice to Buyer.

11. Limitation of Liability and Exclusion of Damages

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE RELATIONSHIP AND/OR DEALINGS BETWEEN BUYER AND SELLER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. EXCEPT FOR SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY BUYER UNDER THIS AGREEMENT. THE ABOVE LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

12. Taxes

12.1 Any and all taxes levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller.

12.2 All payments to be made hereunder shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If Buyer is compelled to make any such deduction, it will pay to Seller such additional amounts as are necessary to ensure receipt by Seller of the full amount which Seller would have received but for the deduction.

13. Confidentiality

13.1 Each Party may from time to time during the Agreement, in the course of discussions or dealings with each other, receive or learn, orally, visually or through any tangible medium, certain information regarding the other Party's business, including but not limited to, its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, intellectual property and other confidential or proprietary information ("Confidential Information"). Confidential Information does not include, and the restrictions in this Agreement shall not apply with respect to, information (i) possessed by or independently developed by the receiving Party prior to any disclosure, (ii) obtained from sources other than the disclosing Party, which sources had no obligation of confidentiality to disclosing Party with respect to the Confidential Information, or (iii) which is within the public domain when disclosed or becomes part of the public domain after disclosed to the receiving Party without fault on the part of the receiving Party. Seller's Confidential Information also includes the terms of this Agreement.

13.2 The Confidential Information of a Party belongs to that Party. The receiving Party will not disclose the Confidential Information of the disclosing Party to any third party without the disclosing Party's prior written consent. The receiving Party will not use the Confidential Information of the disclosing Party for any purpose not expressly permitted by this Agreement or to carry out the Services or the sale of Products, and will disclose the Confidential Information of the disclosing Party only to the employees or contractors of the receiving Party who have a need to know such Confidential Information for purposes of carrying out the Services or the sale of Products and who are under a duty of confidentiality no less restrictive than the receiving Party's duty hereunder. Receiving Party will protect the disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

13.3 Receiving Party will, upon completion or termination of this Agreement or promptly upon request from the disclosing Party, return or destroy all Confidential Information of the disclosing Party, including any documents or materials that contain any Confidential Information of the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party (i) may retain one (1) copy of the disclosing Party's Confidential Information solely for archival, audit, disaster recovery, legal or regulatory purposes and (ii) will not be required to search archived electronic back-up files of its computer systems for the disclosing Party's Confidential Information in order to purge the disclosing Party's Confidential Information from its archived files; provided, however, that the receiving Party must (i) maintain its confidentiality under this Agreement as if it were still in effect, and

(ii) not use the retained Confidential Information of the disclosing Party for any other purpose.

13.4 The Parties recognize that a violation of this Section 13 can cause irreparable harm to the business of the disclosing Party that could not be adequately compensated by the payment of money damages and agree that the disclosing Party may seek injunctive relief against any actual or threatened breach of this Section 13 in addition to any other available legal and equitable remedies. The prevailing Party in any action to enforce this Section 13 shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees in addition to other relief granted in such action.

14. Force Majeure

Except for payment for amounts due under the Agreement, neither Party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control and without its fault or negligence. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, and delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. The Party claiming force majeure shall promptly inform the other Party of any event of force majeure, and its expected duration and cessation. The Party claiming force majeure shall use its best efforts to mitigate such effects to the extent reasonably practicable.

15. Return/Cancellation Policy

In the event Buyer wishes to return, cancel, exchange or terminate any Products based on reasons outside of Seller's control, including but not limited to Buyer's cancellation or termination of this Agreement or any portion thereof for its convenience, Buyer agrees, in addition to any other amounts due under this Agreement, to reimburse Seller at cost for (i) any and all third party cancellation/restocking fees incurred by Seller and (ii) where applicable, return shipping costs. Buyer understands and agrees that Seller may be unable to return certain Products to the manufacturer for a full refund or payment of a cancellation/restocking fee, including but not limited to Products that are custom or semi-custom, Products that have been removed from their original packaging and Products that have been in the possession of Buyer or stored by Seller for Buyer for an extended period of time. If Buyer wishes to return, cancel, exchange or terminate a Product due to reasons outside of Seller's reasonable control and Seller is unable to return the Product to the manufacturer for refund of full Product price or payment of a cancellation/restocking fee, Buyer shall be responsible for paying Seller the full Product price. If the non-returnable Product is in Seller's possession or is in transit from Seller's manufacturer, Seller will, if requested by Buyer within ten (10) days of Buyer's notice of return/cancellation/exchange/termination, deliver the Product to Buyer within a reasonable period of time following Buyer's payment of the full Product price and shipping costs.

16. Termination

16.1 Seller may, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Buyer breaches a material term of this Agreement (it being understood that Buyer's payment obligations shall constitute a material term) and such breach is not cured within thirty (30) days after written notice thereof. Seller may also, without prejudice to any rights or remedies available to Seller under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

notice if Buyer: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) fails on multiple occasions to pay any amounts when due, (iii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iv) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days. Upon Seller's termination of this Agreement for cause, without waiving or otherwise limiting any other remedies available to Seller under this Agreement, at law or in equity, Buyer shall become immediately liable for any outstanding charges for Products delivered and/or Services performed up to the date of termination, any third party restocking/cancellation fees incurred by Seller, and any interest on any and all past due charges as set forth in this Agreement.

16.2 Buyer may, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause in the event Seller breaches a material term of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Buyer may also, without prejudice to any rights or remedies available to Buyer under this Agreement, at law or in equity, terminate this Agreement immediately for cause upon written notice if Seller: (i) breaches a material term of this Agreement and such breach is incapable of cure, (ii) is declared insolvent or adjudged bankrupt by any court of competent jurisdiction, or (iii) makes an assignment for the benefit of creditors, or a petition in bankruptcy or reorganization or an arrangement with creditors is filed by or against Buyer and not dismissed within thirty (30) days.

16.3 Buyer may, upon written notice to Seller, terminate this Agreement for its convenience provided, however, that Seller shall be paid for all Products delivered and Services performed up to the effective date of termination (less amounts already paid) plus reimbursed at cost for any third party restocking/cancellation fees and, where applicable, return shipping costs, in accordance with Section 15. For any non-returnable items, Buyer shall pay Seller for the full Product price and, where applicable, shipping costs, in accordance with Section 15.

16.4 Upon any expiration or termination of this Agreement, in addition to any other provisions of this Agreement that state survival after termination or expiration of this Agreement, and notwithstanding expiration, completion or termination of this Agreement, the Parties shall continue to be bound by the provisions of this Agreement that, by their nature, shall survive such completion or termination, including without limitation provisions relating to warranties, governing law and jurisdiction, and confidentiality.

17. Governing Law and Jurisdiction

17.1 This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in Hillsborough County, Florida and the United States District Court for the Middle District of Florida. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court.

17.2 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, SELLER AND BUYER EACH WAIVE ANY RIGHTS WHICH EITHER MAY HAVE TO TRIAL BEFORE A JURY OF ANY DISPUTE ARISING FROM, OR RELATED TO, THIS AGREEMENT. SELLER AND BUYER FURTHER STIPULATE AND CONSENT THAT ANY SUCH LITIGATION BEFORE A COURT OF COMPETENT JURISDICTION SHALL BE NON-JURY.

18. Miscellaneous

18.1 The Proposal shall be firm for the period shown on the face of the Proposal, subject to withdrawal or change by the Seller upon notice at any time prior to Buyer's acceptance. Notwithstanding the foregoing, the Seller shall have the right to amend the price of the Products to reflect current conditions that affect the price, including increase in raw material prices, and tariffs that had not been imposed at the time this Agreement was submitted to Buyer.

18.2 In providing the Products, Seller shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Buyer's agents or employees. Seller shall have complete charge and responsibility for personnel employed or engaged by Seller.

18.3 Buyer may not assign any of its rights or obligations under this Agreement, including by purchase, merger or operation of law, without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Seller may assign this Agreement to any of its affiliates or any successor of all or substantially all of its business. Any attempted assignment or transfer in violation of this sub-Section 18.3 shall be null and void.

18.4 If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms of this Agreement shall in no way be affected or impaired.

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

Addendum to General Terms and Conditions – Software License

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of control system integration and programming as more particularly described in this Addendum and the Proposal. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. License Grant and Ownership

1.1 Seller hereby grants to Buyer a worldwide, perpetual, non - exclusive, non - transferable license to all Software for its use in connection with the establishment, use, maintenance and modification of the control system implemented by Seller. The term "Software" for the purposes of this Software License shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the control system as delivered by Seller and accepted by Buyer.

1.2 Except as expressly set forth in this paragraph, Seller shall at all times own all intellectual property rights to the Software. Any and all licenses, product warranties or service contracts provided by third parties in connection with the Software or control system in which such Software is implemented shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to Seller or allow Seller to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by Seller for any purposes other than those associated with delivery of the control system.

2. Copies, Modification and Use

2.1 Buyer may make copies of the Software solely for archival purposes and as required for modifications to the control system in which such Software is implemented. All copies and distribution of the Software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the Software, if and only if the results of all such modifications are applied solely to the control system in which the Software is implemented. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use or distribution of the Software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the control system for Buyer's internal business needs.

2.3 All express or implied warranties relating to the Software shall be deemed null and void in case of any modification to the Software made by any party other than Seller or Seller's authorized personnel.

3. Warranties and Representations

3.1 the Software and all intellectual property therein, are original to Seller or its third party licensors; and

3.2 the Software, as delivered by Seller as part of the control system, will not infringe or otherwise violate the intellectual property rights of any third party.

4. Indemnification

4.1 Seller hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that the Software as delivered by Seller or any intellectual property therein infringes or otherwise violates any rights of any such third party. In no event will Seller have any obligations under this provision in the event such infringement results from (i) use of the Software or control system in which it is implemented in violation of this Software License, (ii) modification or alteration of the Software or the control system in which it is implemented by someone other than Seller or Seller's authorized personnel, (iii) content or specifications provided by Buyer, or (iv) use of the Software or control system in which it is implemented in combination with any other software, hardware, services or other materials other than as provided by Seller or authorized in the applicable manufacturer specifications.

4.2 Buyer hereby indemnifies and shall defend and hold harmless Seller, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and third party licensors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the Software in contravention of the grant of rights in this Software License infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

5. Term and Termination

This Software License will automatically terminate upon the disassembly of the control system in which the Software is implemented, unless the control system is reassembled in its original configuration in another location. Seller may terminate this Software License upon notice for Buyer's failure to comply with any of the terms set forth in this Software License. Upon termination, Buyer is obligated to immediately destroy the Software, including all copies and modifications.

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL LLC. All Rights Reserved

Addendum to General Terms and Conditions – Global Chip Shortage

Due to global semiconductor chip shortages, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Seller is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Seller will immediately bill Buyer upon placement of such order and Buyer shall pay for such equipment within the payment terms (e.g. net 30) specified herein, regardless of any other agreed upon billing terms or billing terms specified herein. AVI-SPL will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to AVI-SPL's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.