

Onsite AV Service Partners, Inc.

PLATINUM SERVICE AGREEMENT

Equipment Owner: *Killeen Civic and Conference Center*

Agreement Holder:

Equipment Location(s): **3601 South WS Young Drive
Killeen, Texas 76542**

On-Site Contact: **Jonathan Van Exel**

Billing Address:

Agreement Period: **Start: 2/1/16 End: 1/31/2017**

Agreement Premium: **\$7,814.37**

Preferred Billing Cycle:

Customer Purchase Order Number: _____
(Attach a copy of PO to end of this Agreement)

Customer Number: _____

Agreement Number: _____

I. COVERAGE

Onsite AV Service Partners, Inc. will repair or arrange for the repair of YOUR Covered Equipment as necessary when such repair is due to a MECHANICAL or ELECTRONIC BREAKDOWN or failure during the Agreement Period. **Onsite AV Service Partners, Inc.**'s agreement is subject to the satisfaction of all terms and conditions of this Agreement. All repairs and replacements will be with new or remanufactured parts and components as decided by **Onsite AV Service Partners, Inc.** (Covered Equipment is listed in detail in Appendix A of this Agreement.)

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II. WHAT IS COVERED

A. **Quarterly Preventative Maintenance (QPM):** Onsite AV Service Partners, Inc. shall provide four (4) routine preventative maintenance visits, scheduled quarterly during the Covered Period of this Agreement. During each quarterly preventative maintenance (QPM) visit Onsite AV Service Partners, Inc.'s authorized technician(s) shall perform the following services as they relate to the COVERED EQUIPMENT outlined in Appendix A.

- Complete operational checkout of the system functions.
- Detailed inspection and testing of selected system components- technical review for component failure.
- Perform mock presentation test using full audio & video system capabilities
- Readjustment of levels, equalization of equipment settings as required to maintain or optimize overall system performance
- Reloading of system software, if required to restore functions or update code changes
- Open and clean all filtering systems: Professional cleaning of record / playback heads, screens, projector lenses and other critical surfaces, as needed
- Lubrication of moving parts as recommended by manufacturers
- Projection alignment.
- Color / Contrast balance
- Source synchronization -Mechanical and electrical adjustment of video projectors to previously established sources
- Identification and repair of faulty wire or connections in the system and correction other operating conditions that are not within industry standards
- Detailed Service Reports (See Appendix B for sample report)
- Recommendations for any additional services and upgrades required

* If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair is not covered by this AGREEMENT as noted in Article IV, WE will forward to YOU, either in written form or verbally, a description of the condition and a cost to repair.

B. **Parts Repair/Replacement:** All parts required for repair of COVERED EQUIPMENT are covered by this AGREEMENT except as excluded by Article IV of this AGREEMENT.

C. **Labor for Repair:** Telephone support and all on-site labor for repair of COVERED EQUIPMENT shall be free of charge, except as excluded by Article IV of this AGREEMENT.

On-site service hours for this Agreement are from 8:30 a.m. to 5:00 p.m. CST Monday through Friday. 24 hour Telephone Support is provided Monday through Friday. Work can be arranged outside of this timeframe with 24 hour notice.

D. **Priority Response:** WE agree to have a technician on YOUR site within 24 hours of a request for service, if such time frame is requested by YOU and within the terms and conditions of this AGREEMENT. WE agree to respond to YOUR request for service by telephone within 2 hours of receipt of the request for service.

E. **Transportation of Parts and Equipment:** WE will pay for transportation of COVERED EQUIPMENT from the EQUIPMENT LOCATION to OUR shop for repair. WE will pay transportation of equipment from the EQUIPMENT LOCATION or OUR shop to the manufacturer, if manufacturer repair is required. WE will pay for transportation of parts and components ordered in connection with servicing of the COVERED EQUIPMENT. Transportation will be provided by OUR staff or by commercial carrier. If shipped by commercial carrier, it will be shipped for two-day delivery. Expedited delivery is also available, upon request. If YOU wish to have the parts expedited, YOU agree to be billed for the cost difference between the two-day delivery and the expedited delivery.

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- F. **Loaner Equipment:** If service provided under this AGREEMENT cannot bring certain types of equipment to satisfactory operating condition within four (4) working days, a loaner unit of comparable functionality will be provided at YOUR request. Loaner equipment will be provided for the following categories of equipment: Video projectors, computer interfaces, video cassette recorders, lavaliers and hand-held microphones and amplifiers. Loaner equipment may not be an exact match to your existing equipment and may not be compatible with YOUR mounting systems or integrated remote control systems or other components of the system. This AGREEMENT does not provide for services mounting or connecting non-compatible loaner equipment to YOUR COVERED EQUIPMENT. Portable systems from OUR inventory shall be considered acceptable substitutes as loaner equipment. CRT, LCD, DLP and ILA based video projectors shall be considered interchangeable as loaner equipment.

YOU agree to be liable for the repair or replacement cost of the loaner unit due to loss or damage while the loaner equipment is in YOUR possession.

- G. **Confidentiality:** WE acknowledge that during the term of this Agreement and in the course of performing services for YOU, WE may have access to YOUR confidential and proprietary information ("Confidential Information"). WE agree to strictly maintain the confidentiality of such Confidential Information and will only disclose such information to OUR service personnel to the extent that such Confidential Information is necessary in the performance of services under this Agreement. WE shall ensure that all service personnel strictly adhere to the obligation of nondisclosure detailed herein. It is further agreed that neither party shall use the other party's name, trademarks, service marks, logos, trade names and/or branding without such other party's written consent.

III. YOUR OBLIGATIONS DURING THE AGREEMENT PERIOD

- A. **Equipment Maintenance and Alteration:** YOU must provide US with reasonable access to the COVERED EQUIPMENT for scheduled preventive maintenance visits only as necessary for the performance of services under this contract. YOU may not alter, repair or modify the COVERED EQUIPMENT or wiring interconnections except as expressly directed by OUR service personnel. YOU must operate the equipment as detailed in the user operations manual provided by the manufacturer with the COVERED EQUIPMENT. YOU may not add equipment, components, wiring or other parts to the COVERED EQUIPMENT without written notification to and acceptance by US. Repairs to the covered equipment / systems that have been altered or modified without written notification to US, shall be billed at OUR standard published rate.

B. **In the Event of the Failure of a Covered Component.**

1. YOU must give US access to all COVERED EQUIPMENT at a time within the following 24 hours that is mutually agreeable to both YOU and US and is during OUR on-site service hours. If such a time cannot be mutually agreed upon, WE will schedule a service call to YOUR EQUIPMENT LOCATION at the first available time beyond the 4 hour period during the on-site service hours.
2. YOU must allow US reasonable access to the COVERED EQUIPMENT during OUR service call for a length of time as required to repair the COVERED EQUIPMENT. YOU must allocate enough time with the COVERED EQUIPMENT to troubleshoot, diagnose, and repair the COVERED EQUIPMENT.

IV. WHAT IS NOT COVERED

- A. Parts other than the COVERED EQUIPMENT; projection screens and projection screen control devices; knobs; lamps; bulbs; trim; trim parts; cabinetry; cathode ray tubes (CRT's); ILA optical units, DMD optical units; DLP optical units; plasma panels; or batteries. Such parts will be provided to YOU at list price minus 10%;
- B. Failure due to or caused by fire, failure as a result of utility services, failure as a result of poor, unconditioned or fluctuating electrical power, or natural and environmental causes such as earthquake, tornado, lightning, corrosion, flood, or other acts of God, or other causes beyond OUR reasonable control;
- C. Failure caused by abuse, misuse, or negligence.

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- D. Any consequential or incidental damages incurred or suffered by YOU, or for economic loss, including, but not limited to inconvenience, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever, even if Onsite AV Service Partners, Inc. has been advised of the possibility thereof;
- E. Service required to diagnose YOUR complaint, failure or perceived failure if no mechanical or electrical failure was found, or improper operation of COVERED EQUIPMENT;
- F. Damage to plasma displays caused by image "burn-in".
- G. Video projector convergence problems caused by normal electronic fluctuations which occur between scheduled preventive maintenance;
- H. Control system or other software programming changes to facilitate control functions not available at the commencement of the AGREEMENT.
- I. Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by US and not specifically covered under this AGREEMENT.
- J. Inability of the Covered Equipment, due to the manufacturing design of a product or products or the integration of the system, to perform in a manner other than for what it was designed.
- K. Convergence of video to a multisynchronous display device (i.e., video projector, video monitor, etc.) other than those that were converged for at the start of the AGREEMENT
- L. Any condition that existed prior to the start date of this AGREEMENT that would not have been obvious during a pre-inspection of the Covered Equipment.
- M. Repairs prohibited by statute, governmental regulation, or any other law.

V. TRANSFER OF AGREEMENT

This **AGREEMENT** may not be transferred to any other party without the express written consent of Onsite AV Service Partners, Inc. and the payment of a transfer fee equal to not less than ten percent (10%) of the premium amount. Onsite AV Service Partners, Inc. may, at its sole discretion choose to accept the transfer or to terminate the **AGREEMENT**.

VI. COMMENCEMENT, EXPIRATION, RENEWAL AND CANCELLATION OF AGREEMENT

- A. On or before thirty (30) days following the start date of the **AGREEMENT**:
 - 1. YOU may cancel this **AGREEMENT** and receive refund of the full premium if no benefits have been received or if no service calls or telephone support has been provided to YOU by US.
 - 2. If benefits have been received or if service calls or telephone support has been provided by US, YOU may cancel this **AGREEMENT** for a refund less the cost of the service performed, based on OUR published rate schedule.

- B. After thirty (30) days following the start date of the **AGREEMENT**, YOU may cancel this **AGREEMENT**. The refund shall be prorated based upon the time expired on the **AGREEMENT** calculated to the start of the month following the notice of cancellation.

To cancel this **AGREEMENT** YOU must submit a notice of cancellation in writing and return the complete **AGREEMENT** to US. WE will then issue a check for the refund amount.

- C. If the **COVERED EQUIPMENT** is not new and was not provided, installed or serviced by US, WE reserve the right to inspect the equipment within thirty (30) days of the commencement of this **AGREEMENT** to determine if WE wish to provide the services covered in this **AGREEMENT**. If WE determine that the equipment is not operating correctly, properly, or requires service to bring the equipment to good operating condition, WE will forward an estimate to YOU regarding the cost of such service. This service is not covered by this **AGREEMENT**. If YOU decline to have US perform the work required to bring the **COVERED EQUIPMENT** up to good operating condition within fourteen (14) days of the date of the

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estimate, WE may, at OUR sole option, refund the full amount of the premium and cancel this **AGREEMENT**.

- D. WE may cancel this **AGREEMENT** at any time for non-payment of the premium or if YOU do not meet YOUR obligations under Article III. If YOU do not meet YOUR obligations under Article III or do not pay the premium within thirty (30) days from receipt of OUR invoice, WE have the right to cancel this **AGREEMENT** upon forwarding written notice of non-payment to YOU and providing you with ten (10) business days to cure such non-payment. In the event of cancellation due to non-payment, YOU agree to be liable for the full cost of services and parts provided to YOU at the rates published in OUR most current rate schedule. In the event that YOU do not meet YOUR obligations under Article III, we will provide a prorated refund based on the time expired on the **AGREEMENT**.
- E. The **AGREEMENT** shall commence upon the receipt of a purchase order for a period of one (1) year. No **AGREEMENT** on the COVERED EQUIPMENT work may be performed prior to the commencement of the **AGREEMENT**.
- F. This **AGREEMENT** shall not automatically renew. A new **AGREEMENT** must be written in order to provide coverage beyond the expiration date of this **AGREEMENT**. Either YOU or WE may decline to enter into a new agreement.

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VII Definitions: The words listed below have the following meanings in this AGREEMENT:

COVERED EQUIPMENT	Means the equipment for which WE will provide service, as listed on the first page of this AGREEMENT .	ELECTRONIC OR MECHANICAL FAILURE AND BREAKDOWN	means the inability of a properly maintained and operated piece of COVERED EQUIPMENT to perform the function(s) for which it was designed, due solely to defects in material or faulty workmanship. Without limitation, Electronic or Mechanical Breakdown and Failure does not include damage due to negligence, caused by accident, or th gradual reduction in performance due to wear and tear.
AGREEMENT	means this Service AGREEMENT which specifies, among other things, YOUR Coverage, the AGREEMENT PERIOD, the Covered Equipment.	AGREEMENT PERIOD	means the period which begins on the date shown on page one of this agreement, or the receipt by us of an acceptable payment guarantee and er on the expiration of the time limitatic as set forth in this AGREEMENT
YOU, YOUR(S)	means Killeen Civic and Conferenc Center	WE, US, OUR(s)	means Onsite AV Service Partners, Inc.

This AGREEMENT is not a manufacturer's warranty or an extension of a manufacturer's warranty. This Service AGREEMENT may provide duplicate coverage while manufacturer's warranties are in force. This AGREEMENT is not an express, implied or general warranty and is not a condition of the purchase of the COVERED EQUIPMENT.

VIII. Special Provisions: None

Accepted for **Onsite AV Service Partners, Inc.** by:
by:

Signature _____

Print Name _____

Title _____

Date _____

Accepted for **Killeen Civic and Conference Center**

Signature _____

Print Name _____

Title _____

Date _____

APPENDIX A

Requested Install Date	Your Support Specialist Is:	Shipping Method	Payment Terms
TBD	▼	▼	

Qty	Manufacturer	Part Number	Product or Service Detail
Ballrooms			
2	Vaddio	999-9530-000	OneLINK HDMI for Sony Camera
2	Sony	SRG-300H	Camera
3	Biamp	TesiraForte AVB AI	DSP
1	Crestron	PRO3	Processor
1	Crestron	C3RY-8	Control Card
3	Crestron	DM-TX-200-C-2G	DM - VGA/ HDMI/ Audio Wall plate
3	Crestron	DM-TX-4K-100-C-1G-W-T	HDMI Wall Plate
3	RCI Custom	Custom	3 Gang Decora plate
3	Crestron	DM-RMC-4K-100-C	Receivers
3	Crestron	TSW-750	7" Touch Panel
1	Crestron	DM	16x16
1	Crestron	DM-PSU-16	Power Supply
MEETING ROOMS 3 & 4			
1	Pakedge	SE5P2EP	5 port POE Switch
2	RCI Custom	Custom	4 gang XLR, RCA and Stereo Mini
1	RCI Custom	Custom	HDMI VGA Audio Wall plate
1	Crestron	CP3	Processor
2	Crestron	TSW-750	7" Touch Panel
1	Biamp	Tesira Forte AI	DSP
2	Extron	MPA 401 60-845-01	Amplifier
1	Extron	RSU 126 60-190-10	Shelf for devices
1	Extron	ASA 141 60-804-01	Audio Summing Adapter

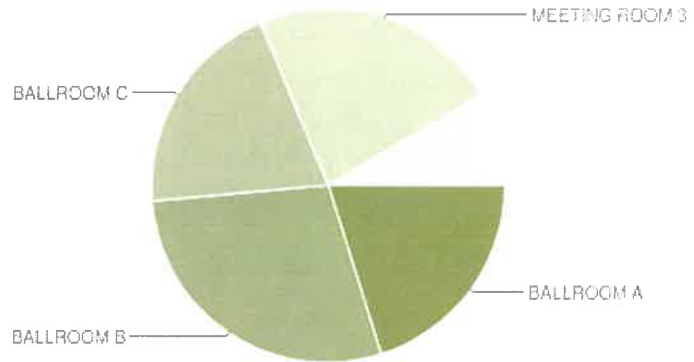
Appendix B

Client Report - KILLEEN CIVIC & CONFERENCE CENTER

Run By: Shelly Cox	Starting Date: 1/01/11
Date Run: 12/10/15	Ending Date: 12/10/15
Time Run: 3:06 pm	Total Tickets: 35

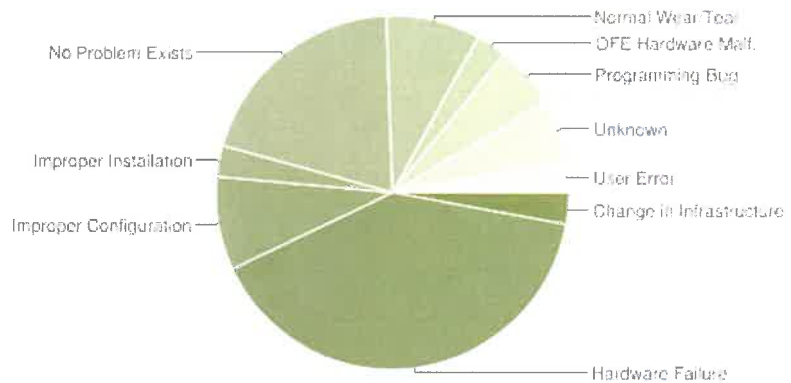
Tickets By Room Breakdown

Room Name, Number	Qty.	%
BALLROOM A	7	20%
BALLROOM B	10	29%
BALLROOM C	7	20%
MEETING ROOM 3 & 4	8	23%
EQUIPMENT CLOSET	3	9%



Problem Source Breakdown

Problem Source	Qty.	%
Abuse	0	0%
Change in Infrastructure	1	3%
Client Request	0	0%
Hardware Failure	14	40%
Improper Configuration	3	9%
Improper Installation	1	3%
No Problem Exists	7	20%
Normal Wear/Tear	3	9%
OFE Hardware Malf.	1	3%
Programming Bug	2	6%
Unknown	2	6%
User Error	1	3%



Closing Action Breakdown

Closing Action	Qty.	%
Calibrated Equipment	2	6%
Firmware Update	0	0%
Modified Signal Routing	2	6%
No Action Taken	4	11%

R/R Equipment	10	29%
Rebooted Equipment	5	14%
Repaired Wiring/Termination	2	6%
Replaced Proj. Lamp	2	6%
Software Change	6	17%
User Training	2	6%

