

**ONSITE AV SERVICE PARTNERS, INC.
AV SYSTEMS INTEGRATION AGREEMENT**

I. Scope of Work for the Project

This AV Systems Integration Agreement (this "Agreement") is by and between the undersigned Owner ("Owner") and On-Site AV Service Partners, Inc. ("OAV"). Owner shall execute the project work (the "Project") described in the attached proposal and/or quote ("Project Quote") concerning the Owner's system integration work, which sets forth the scope of work ("Scope of Work") based upon information provided by the Owner. Any modification, additions, deletions or adjustment necessary to complete the project shall be considered change orders and when mutually agreed upon in writing by both parties, shall become part of the agreement.

This Agreement, the Project Quote, and any executed change orders, shall form the entire purchased order or agreement. Any requests for quotations, acceptance or other documents which are inconsistent with, different from or in addition to the terms and conditions of this Agreement shall be considered void. This Agreement controls over all previous oral discussions or prior understanding between both parties.

This Agreement is subject to acceptance by OAV, including if appropriate, approval by OAV's credit department. OAV reserves the right to cancel this Agreement, if the Owner does not satisfy OAV's credit requirements.

II. System Implementation

- A. OAV will install a turnkey system including equipment, implementation and warranty, as defined herein on the Project Quote. Installation includes engineering, coordination and labor for display, video, and related equipment to include required plate, connectors and cables (the "Services").
- B. The following is included in the Services:
1. System Engineering, including:
 - a. Preparation of system functional interconnection diagram; and
 - b. Location of facility and equipment.
 2. Project Coordination, including
 - a. meeting with the Owner's technical representatives and project coordination;
 - b. implementation monitoring;
 - c. overseeing and scheduling Project and the OAV team;
 - d. equipment staging; and
 - e. inspection of final punch-list items.
 3. Field Labor, including:
 - a. pulling, bundling, terminating and labeling cables;
 - b. mounting and terminating computer interfaces;
 - c. installing all multimedia structural systems;
 - d. programming of control system;
 - e. adjusting and balancing all audio settings;
 - f. Verifying that the installed systems function as proposed;
 - g. clean-up and rubbish disposal; and
 - h. up to 1.5 hours of end-user training.
 4. All equipment, wire and accessories required for a fully functional audio and visual system.
 5. Labor associated with turnkey engineering, installation, programming, testing and training.
 6. Documentation package including any as-built system CAD diagrams and Operation & Maintenance manuals.
 7. Upon written request, a proposed one-year maintenance contract.
- C. The following is not included in the "Services":
1. Any conduit, high voltage wiring panels, breakers, relays, boxes, receptades, etc.
 2. Any related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes except those specifically quoted.
 3. Any voice/data cabling, analog phone lines, ISDN lines, network ports, etc.
 4. Any network connectivity, routing, switching and/or port configuration necessary to support audio-visual equipment except as specifically quoted.
 5. Any concrete saw cutting and/or core drilling.
 6. Any fire wall, ceiling, roof and floor penetration, patching, removal of fire stopping.
 7. Any necessary sheet rock repair and/or replacement.
 8. Any necessary ceiling tile or T-bar modifications, replacement and/or repair.
 9. Any and all millwork (molding, trim, etc.) or modifications to Project millwork necessary to accommodate the AV equipment, unless otherwise noted in the Project Quote.
 10. Any painting, patching and/or finishing.
 11. Any permits (unless specifically provided in the Project Quote).
 12. Any HVAC and/or plumbing relocation.
 13. Any rough-in, bracing, framing, or finishing trim carpentry.
 14. Any cutting, structural welding, or reinforcement of structural steel members required for assemblies support.
 15. Any applicable taxes or bonds related to the Project. Any shipping costs not part of original Project Quote.
 16. Any warranty on Owner furnished equipment.
 17. Controlling of owner furnished equipment, unless agreed upon in advance as a part of this proposal.

18. Any costs of Owner furnished equipment or equipment by others to be integrated into the systems unless included in the Project Quote.
 19. Any additional trips, labor or materials due to failure of the other work forces to have the audio/visual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.
 20. The owner's architect will provide OAV's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in Auto Cad format at no charge to OAV.
 21. Travel charges and expenses to any installation site other than the site listed in the Project Quote.
- D. NOTICE REGARDING INCLUSIONS/EXCLUSIONS: OAV makes every effort to properly assess the needs, requirements, conditions and exceptions of all installed Systems. Your understanding and agreement of the Project Quote and Scope of Work is crucial to acknowledge what is or is not provided by OAV. Items, capabilities, functions and all other facets of performance not clearly defined below will not be provided. Additional items, capabilities, functions or other facets of performance may incur additional charges for such things as hardware, labor, programming, engineering, project management, freight, and expedite fees. OAV will provide a written quotation of additional expenses that will require a SIGNED APPROVAL to be returned to OAV BEFORE ADDITIONAL WORK WILL BE PERFORMED.
- E. NOTICE REGARDING OVERSIZED, OVER 12' LONG AND/OR EXCESSIVE MASS ITEMS: It is Owner's responsibility to provide a service capable of OR deliver ANY oversized objects i.e. projection screens or window shades longer than 12', lecterns wider than 36" or other objects not readily transportable through standard commercial thoroughfares (hallways, doorways, stairwells, and elevators) to the specific room(s) item(s) is/are to be installed. OAV will provide the installation labor once the item(s) are delivered to the point of installation. OAV can arrange this service via a third party at an additional expense. OAV STRONGLY RECOMMENDS that an OAV project manager visit the installation site as part of the site survey to address any possible obstacles regarding delivery of large items. OAV may password protect A/V or control system until Owner has signed off on the Project. Owner is responsible for insuring appropriate people are present for training. OAV cannot make verbal promises for any work related items.

III. Fees and Payment

- A. Owner shall pay the agreed amount to OAV in good U.S. funds for the performance of the Services.
- B. Equipment is subject to any applicable taxes, including but not limited to sales, excise or use taxes. The Owner shall pay all sales, use ad valorem, excise and/or other taxes imposed on either party. Owner shall not pay for OAV's income taxes. If applicable, the Owner shall provide a tax-exempt certificate at the time of acceptance of contract. OAV will invoice for all applicable taxes that OAV is legally obligated to collect from the Owner.
- C. Owner shall pay OAV upon invoicing unless the Project Quote states otherwise. All Services require a minimum deposit of fifty percent (50%) of the overall agreement total to initiate the order. Project timeline schedules will begin upon receipt in full of the deposit.
- D. Where any procurement, installation and/or completion of work extends beyond a ten (10) day period from the date of the order, OAV may implement progressive billing or invoicing. In such cases OAV may progressively invoice for hardware, equipment, and materials received, stored and assigned to the project, along with a percentage of completed labor and services. Progressive billing or invoices are due and payable upon invoice unless the Project Quote states otherwise.
- E. If the Owner fails to pay OAV for Services including but not limited to equipment and/or labor when due, OAV under this Agreement shall be allowed to invoice Owner for monthly finance charges equal to one and one-half percent (1.5%) of any amount past due, chargeable for each month that the payment is outstanding.
- F. Price is based on cash terms. A three percent (3%) handling fee may be added for any credit card payments.

IV. Time

The Project Quote is based upon OAV's regular 8-hour business day / 40-hour business week, Monday through Friday, 8:00am to 5:00pm, excluding holidays, unless otherwise stated within the Project Quote. OAV may charge overtime fees for installation and services beyond normal business hours or business days. Should OAV be delayed in the progress and performance of the work due to material changes, labor disputed, fire or usual delay in deliveries, construction delays, unavoidable casualties or causes beyond OAV's control, the agreed upon time for the completion may be extended and result in additional charges to cover costs incurred by OAV due to such delay.

V. Changes / Returns / Cancellation

- A. Any Services changes, additions or modifications must be mutually agreed upon in writing executed by Owner and OAV.
- B. If Owner cancels the Project in whole or in part, prior to completion, Owner shall pay OAV for all costs incurred to date and/or to bring the project to close. Such costs are, but are not limited to any design and engineering services; Project management; any installation and/or programming; technical labor; subcontracting expenses; the materials and equipment costs; and any other miscellaneous documented costs.
- C. Any Owner requested changes to custom or specialty equipment ordered or shipped will result in restocking fees of twenty percent (20%) of the equipment sales price, plus any freight costs.

VI. Title and Risk of Loss

Title, risk of loss, and/or any damage to products/equipment pass to Owner upon OAV's delivery to the Owner. Owner shall make claims for such damage or loss through their insurance provider. OAV shall maintain insurance for all product/equipment stored within its facilities or third party storage facilities.

VII. Limitation of Liability

Notwithstanding any other term of this Agreement, any damages recoverable by Owner, agent, OAV, its owners, employees, agents, contractors or subcontractors for any claim of any kind whatsoever arising from or related to this Agreement, including but not limited to any breach thereof, shall not exceed the actual purchase sum of the agreement. In no event shall OAV be liable for any special, indirect or incidental or consequential damages of any kind.

VIII. Limited Warranty

- A. OAV warrants the Services provided pursuant to this Agreement to be free from defects in workmanship or failure for a period of one (1) year from the date of acceptance or first beneficial use, whichever occurs first, in accordance with the attached Limited Warranty. Warranty service for such defects will be handled in a reasonable and timely manner from the time of notification to OAV by the Owner or their agent.
- B. Manufacturer's equipment warranties vary in length (usually 90 days to 2 years). OAV warrants such equipment for the term established by the manufacturer on a depot basis only. Owner shall deliver warranty repair equipment to OAV, Attention: Service Department, along with a copy of this form. Any warranty is null and void for any product that has been subject to misuse, neglect, accident or operational error.

IX. Control System Source Code

OAV does not routinely provide Owners with control systems source code. "Source Code" means the actual, editable programming language statement, whether contained in a single file, multiple files, or library files. OAV provided the "Object Code," which means the machine interpretable program capable of executing or running the target system.

At OAV's sole discretion, any Source Code may be provided under the following conditions that the Source Code contains no software or code that OAV has purchased or licensed that would violate any license agreement OAV has with a third party author or manufacturer.

All Source Code developed by OAV shall be retained OAV, unless specified under the Project Quote. Copies of any compiled programs will be provided to the Owner on CD along with manuals and system warranty information.

AGREED AND ACCEPTED:

"OWNER"

"OAV"

ONSITE AV SERVICE PARTNERS, INC.

By: _____
Name: _____
Title: _____
Date: _____, 20__

By: _____
Name: _____
Title: _____
Date: _____, 20__

AV SYSTEMS INTEGRATION LIMITED WARRANTY

Standard 90 day Manufacturer's Warranty Service

MANUFACTURER'S WARRANTY SERVICE: If any products provided to the initial end-user Owner become defective within the first ninety (90) days of delivery or installation by OAV (the "Workmanship Warranty Period"), OAV will act on Owner's behalf to obtain repair or replacement from the manufacturer, provided that product is eligible for manufacturer's warranty coverage. Manufacturer is solely responsible for products covered during the manufacturer's warranty period. This Manufacturer's Warranty Service is (a) inclusive of the manufacturer's warranty; (b) does not replace the manufacturer's warranty, and (c) provides certain additional benefits during the term of the manufacturer's warranty as expressly stated herein. During the warranty period, Purchaser will either return the defective product, freight prepaid to the manufacturer, or deliver it to OAV at the address listed below. Such Product is to be returned in either its original carton or a similar package affording an equal or better degree of protection. OAV will return the repaired product freight prepaid to Purchaser, on behalf of the Purchaser, at any time during the 90 day Workmanship Warranty period. Unless covered by an Extended Service Agreement, (a) any freight, labor and administrative costs incurred by OAV associated with replacement of warranty parts after expiration of the original Workmanship Warranty period are the responsibility of the Purchaser. Such costs shall be invoiced to the Purchaser at OAV's prevailing rates at the time of such service; and (b) OAV is not obligated to provide Purchaser with a substitute unit during the warranty period or at any time. For an additional fee, OAV will provide field service and support at the Purchaser's location at OAV's prevailing billable rates for such service, subject to availability.

Standard One Year Warranty against defects in Materials and Workmanship

OAV warrants to the initial end-user customer of the Services that such Services will be free from defects in material and workmanship for the Workmanship Warranty Period. Projector lamps or other consumables are not covered under this warranty but may be covered under the manufacturer's warranty. During the Workmanship Warranty Period, at OAV's option, OAV will either repair or replace the in-warranty defective unit without charging the customer. Parts or products exchanged under warranty will automatically become OAV's property. OAV may, at its option, either use new parts or those reconditioned to the manufacturer's standards of performance and quality. Once an item has been repaired under warranty it assumes the remaining period of the Workmanship Warranty Period based upon original date of purchase. This warranty covers hardware, materials and workmanship related issues but does not include any necessary labor for maintenance or service.

EXCLUSIONS: End-users of these products will not have any claim under this warranty for repair or adjustment expense if:

1. Equipment or Materials mistreated in any way or the problem has been caused by improper or careless treatment;
2. Problem caused by fire or other natural calamity;
3. The problem is caused by improper repair or adjustment by an unauthorized service provider;
4. Problems caused by unauthorized operation or installation;
5. Damage caused in shipping;
6. The serial number label or other identifying marks (name plates and logos) are removed;
7. The proof of purchase is not submitted with the claim;
8. Ownership of the product has changed (this warranty is non-transferable); or
9. The warranty period has expired.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE FOREGOING WARRANTIES, OAV HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE.

LIMITATION OF LIABILITY: THE LIABILITY OF OAV, IF ANY, AND PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. IN NO EVENT SHALL OAV BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

To obtain warranty service instructions, verify the problem and obtain Return Merchandise Authorization (RMA) number, please call technical support at 512 482-8467.

NOTE: Any product returned without an RMA number will be refused upon delivery. For troubleshooting assistance or to inquire about extended service warranties, please call the number listed above or visit our website – www.onsiteav.com .

**Onsite AV Service Partners, Inc.
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