# Retail Sales Agreement



Reference Number: 1384286 Date: September 03, 2025 Boardroom Video Projection Upgrade

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FORTÉ

703 West Algonquin Road, Arlington Heights, IL 60005

Phone: (630)477-2300 Fax: (630)477-2301

COMPANY PROJECT SITE INVOICE TO

Crest Hill, City Of 20600 City Center Blvd Crest Hill, IL 60403

Contact: Blaine Wing Phone: 815-741-5108

Email: bwing@cityofcresthill.com Account Number: CHC0016 Crest Hill, City Of 20600 City Center Blvd Crest Hill, IL 60403

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Email: bwing@cityofcresthill.com Account Number: CHC0016

## **COMMENTS**

## PRODUCTS AND SERVICES SUMMARY

Grand Total	\$23,275.00
Тах	\$0.00
Shipping & Handling	\$300.00
PRO Support	\$0.00
Integration	\$11,139.00
Equipment	\$11,836.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

## **INVOICING AND PAYMENT TERMS**

Customer and FORTÉ have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

FORTÉ uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

FORTÉ PO Box 842607 Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

#### **TAXES AND DELIVERY**

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

## AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at <a href="https://www.ourforte.com/terms-and-conditions">https://www.ourforte.com/terms-and-conditions</a>) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY				
	FORTÉ			
Company	Company			
Signature	Signature			
Printed Name	Printed Na	me		
Date	Date			
CONFIDENTIAL INFORMATION				
The company listed in the "Prepared For" line has request Information" as that term is defined in the T&Cs. This info use of the customer identified above. Customer agrees it written consent of FORTÉ. Sharing a copy of this quote, o of this confidentiality provision. If you are not the intended possession of this document and you should immediately	rmation and document is will not disseminate copie r any portion of the Agree recipient of this quote (i.e	confidential and is inter s of this quote to any the ment with any competit	nded solely for nird party with or of FORTÉ	r the private out the prior is a violation
PRODUCTS AND SERVICES DETAIL				
PRODUCTS:				
Model # Mfg Description	ı	<u>Qty</u>	<u>Price</u>	Extended

**Boardroom Projector & Screen** 

PT-MZ882WU7	PANASON C	NILCD Projector, 8,200lm, WUXGA, White	1	\$7,706.00	\$7,706.00
34700V	DA-LITE	DA-SNAP DM 87X139NPA 164DIAG	1	\$2,083.00	\$2,083.00
SLB324	CHIEF	SLB324, CUSTOM, BLK	1	\$158.00	\$158.00
CMA443	CHIEF	CMA440 AND CMS003	1	\$148.00	\$148.00
CMS072W	CHIEF	FIXED PIPE 72" WHITE	1	\$108.00	\$108.00
CMA472	CHIEF	ABOVE CEILING ENCLOSURE	1	\$123.00	\$123.00
RPMA302	CHIEF	RPA ELITE, KEY A, INCL SLM302, BLK	1	\$271.00	\$271.00
HD-TXC-4KZ-101-1G-W	CRESTRO	DDM Essentials 4K60 4:4:4 Transmitter for HDMI,	1	\$292.00	\$292.00
	N	RS-232, and IR Signal Extension over CATx Cable, Wall Plate, White			
HD-TXC-4KZ-101		DDM Essentials 4K60 4:4:4 Transmitter for HDMI,	1	\$256.00	\$256.00
	N	RS-232, and IR Signal Extension over CATx Cable			
HD-RXC-4KZ-101	CRESTRO	D DM Essentials 4K60 4:4:4 Receiver for HDMI, RS-	2	\$256.00	\$512.00
	N	232, and IR Signal Extension over CATx Cable			
DL-ARDD	LIBERTY	DIGITALINX SECURE ADAPTER RING	1	\$116.00	\$116.00
	AV			•	·
HD-4K-6SP		HPRO AV/IT SPECIALIST SERIES HIGH SPEED	1	\$15.00	\$15.00
HD-4K-3SP	ENSIVE	4K HDMI CAB HPRO AV/IT SPECIALIST SERIES HIGH SPEED	4	\$12.00	\$48.00
ПD-4N-33F	ENSIVE	4K HDMI CAB	4	\$12.00	φ <del>4</del> 6.00
		Sub-Total: Boardroom Projector & Screen			\$11 836 00

Sub-Total: Boardroom Projector & Screen \$11,836.00

#### **Installation Labor**

Project Management On Site Integration Testing & Acceptance

Integration Cables & Connectors

Travel Expense

**Engineering & Drawings** 

Sub-Total: Installation Labor \$11,139.00

<u>Total:</u> \$22,975.00

## **SERVICES TO BE PROVIDED**

# INTEGRATION SCOPE OF WORK

#### A. SUMMARY:

**B. SYSTEM DESCRIPTION:** The City of Crest Hill would like to install a new large fix frame projection screen and a ceiling mounted laser projector with their main boardroom council chamber.

<u>Functionality Description</u>: The recommended display size for the space would be 10-12 foot in width in a 16:10 aspect ratio to support computer based presentation material. The display will be a fixed frame screen mounted to the south wall. The new laser projector will be mounted to the drop ceiling approximately 28' away from the screen. The primary sources for the projector will be a dedicated PC and an owner furnished Barco Clickshare wireless presentation unit. FORTÉ proposes to furnish and install (utilizing prevailing wage labor) all equipment and low voltage wiring. Audio from the sources will be extracted and wired back to the existing audio processor that is in place which feeds into existing amplifiers/speakers in the space.

- Provide site access during standard business hours (Monday-Friday, 7:00AM-6:00PM) as well as concurrent access to all spaces defined in this RSA.
- Provide on premises parking at no expense for the duration of the project.
- Provide electrical services as detailed below per room and device.
- Provide network connectivity, potentially Power over Ethernet, as detailed below per room and device.
- Provide low voltage infrastructure wiring as detailed below per room and device.
- Provide cooling capabilities as detailed below per the Equipment Location requirements.
- Provide to AVI a current version of the AMX code that is loaded to the processor in the idf. This will allow AVI to modify and update the controls for the new equipment.
- Provide equipment lift for projector and screen installation.

## **CUSTOMER SITE REQUIREMENTS:** All on-site employees will:

- Be escorted by a customer representative while on-site.
- Provide man lift that can support two FORTÉ technicians.
- Be paid based upon prevailing wage labor rates published in the county.

Project initiation and completion dates are based on date of PO receipt. Material lead times, non-expedited, are typically 4-12 weeks, labor subsequently scheduled based on verified arrival date of all material.

## **Displays**:

# **Projection System**

- (1) Ceiling mounted laser projector. 8200 Lumen, configured to provide 2K(1920x1200) video.
- External video scaling is not provided to support the display of all video characteristics outlined in this Scope Of Work and output this devices defined video characteristics. Scaling of video between aspect ratios may result in blank (i.e. black) areas.
- Planned installation location is below the drop ceiling. Final location to be defined in project deliverables/drawings approved by customer during project initiation (i.e. post PO).
- Control of the projector will be via its supplied IR remote for power cycling, video mute, and input selection
- **Customer to** provide (qty. 2) 120VAC 15A duplex outlet(s) using a technical (isolated) ground scheme at the planned installation location.
- *Customer to* provide (qty. 1) network PoE+ connection at the planned User Interface installation location
- (1) Wall mounted fixed frame screen matt white 139x87 16:10 aspect ration

## Video Sources:

- (1) Owner furnished small form factor PC. Configured to provide 2K(1920x1200) video output and analog audio to feed existing Biamp audio DSP.
- (1) Owner furnished Barco Clickshare wireless presentation receiver and (2) USBC wireless dongles for laptops. Barco unit will remain in the AV room rack and connected to the existing AMX router. New transmission gear will be provided and installed to get this signal to the projectors second input.

**C. EXCLUSIONS:** The following work is **not included** in our Scope of Work: All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.

- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements and/or repair
- Structural support of equipment \*AVI Systems not responsible for building related vibrations
- Installation of ceiling mounted projection screen
- All millwork (moldings, trim, cut outs, etc.)
- · Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless specifically noted lifts, scaffolding and exterior building hoists are not included

## **D. CONSTRUCTION CONSIDERATIONS:**

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by AVI Systems. The costs associated with these modifications are not included in this proposal.

# E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS: The room(s) match(es) the drawings provided.

- Site preparation by the Customer and their contractors includes electrical and data placement per AVI Systems specification.
- Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.
- In the event of any arrival to site that AVI Systems is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse AVI Systems for all lost time and inefficiencies. At this time, the Customer will be presented a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling <u>delays of up to 10 business days.</u>
- There is ready access to the building / facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems integration begins. AVI Systems will not be responsible for testing the LAN connections.

- Cable or Satellite drops must be in place with converter boxes operational before the completion of
  integration. Any delay resulting in extra work caused by late arrival of these items will result in a
  change order for time and materials.
- Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

## F. INTEGRATION PROJECT MANAGEMENT PROCESSES

AVI Systems will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Site Survey performed prior to Retail Sales Agreement and attached
- Project Welcome Notice emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) either by phone or in-person
- Project Status reviews informal or formal either by phone or in-person (based on the size/complexity/duration of the project)
- Project Change Control comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) at Customer walk-through prior to Service transition

## G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used
- Who to call when help is required

## H. AVI SYSTEMS INTEGRATION SERVICES RESPONSIBILITIES

AVI Systems will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility of the equipment integration.
- Provide systems configuration, checkout and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to
  ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate
  the equipment within the facilities.
- Provide manufacturer supplied equipment documentation.
- Provide final documentation and "as built" system drawings (CAD) if purchased.
- Provide system training following integration to the designated project leader or team.

## I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of ceiling mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- Provide reasonable accesses of AVI Systems personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

## System Support

## If awarded, this project will be covered under the clients current support agreement with FORTE

System Support is FORTE' fully entitled service and support package that focuses on keeping your Unified Collaboration (UC), Digital Media (DM) and Audiovisual (AV) systems working at their peak performance. Because FORTE focuses on the human impact of these systems, we not only support the equipment, but also the end users of your systems.

Customer Care is the most comprehensive and flexible of all our managed service packages. We can apply our expertise and our proven support processes to support your UC, DM, and AV ecosystems. FORTE will deliver our offered entitlements in a tiered workflow model that provides support cases at an entry level for initiated incidents. From there, FORTE will follow an ITIL based model for remote remediation and on-site dispatch, as necessary. Specific resolver groups and subject matter experts (SMEs) will be alerted for any issue that cannot be easily remedied with Tier 1 or Tier 2 support staff.

## SYSTEM SUPPORT AGREEMENT COVERAGE

FORTE will perform the services below for covered systems:

Entitlement Coverage				
Entitlement	Definition	Included		
Incident Management	FORTE provides support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes		
Remote Support	FORTE provides remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes		

Onsite Support	FORTE provides Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	FORTE provides advanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	FORTE provides labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training  System Training  FORTE conducts user training to cover general operation of the system and how to contact FORTE for support as scheduled.		Yes
System Health Checks	FORTE personnel perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Annually

Additional Entitlement Coverage				
Entitlement	Definition	Included		
Service Delivery Management	FORTE will appoint a Service Delivery Manager (SDM) responsible for managing and coordinating services, ensuring communication, adhering to SLAs, reporting performance, handling escalations, and continuously improving service quality.	No		

FORTE has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

	Target Percentage for Standard Level Agreements (SLA)					
Priority	Details	Incident Management Response	Remote Support Response	Onsite Dispatch (if included)	Target (%)	
Critical (P1)	Multiple devices are down, unable to serve data, in a	Calls: 60 Seconds for calls answered				
	state of frequent or repeating "panic" or "hang,"	Voicemail: 2 business hours	4 business hours	8 business hours	90	
	or is in a state of degraded performance sufficient to	Email: N/A				
	prevent normal business operations. At					
	this severity, both					

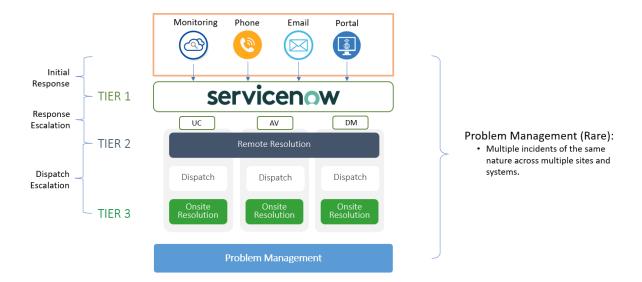
	T	T			T
	must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided.  NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as				
	Standard (P3).				
Standard (P3)	Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. FORTE will provide a viable and mutually agreeable workaround until a more permanent hardware/softwar e upgrade exists to mitigate the incident.	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: 4 business hours	8 business hours	8 business hours	90
Request (P4)	Normal requests for information regarding the installation, configuration, use and maintenance of systems under management. This includes administrative inquiries. There is no impact to your production systems or business operations.	Calls: 60 Seconds for calls answered Voicemail: 4 business hours Email: 4 business hours	16 business hours	Best Effort / Scheduled	90

# SYSTEM SUPPORT WORKFLOW

FORTE follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

- 1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
- 2. Incident is logged in ServiceNow and triaged (Tier 1)
- 3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)

- a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
- 4. Dispatch Escalation and Resolution (Tier 3)
  - a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



## SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

0 v E	FORTE will provide 8 x 5 coverage across the time zone locations of the
8 x 5	systems under coverage (North America only)

FORTE ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows: **TIER 1 SERVICES:** 

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities. Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request
  will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the
  status of the user's issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

#### **TIER 2 SERVICES:**

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. FORTE will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.
- Perform specific hardware configuration changes.
- Perform overall system configuration changes.
- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.
- Promote the incident to Tier 3 escalation as needed.

## TIER 3 SERVICES (available as SSA master number - if included):

Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident. Typical responsibilities for Tier 3 include:

• Room repair and configuration changes.

- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).
- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

#### PROBLEM MANAGEMENT:

FORTE has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL "Problem". A "problem" in this context is the unknown underlying cause of one or more incidents, and a 'known error' is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

#### **CONTACTS**

FORTE Service team can be reached by:

National Support Phone: 800-488-4954

• email: <a href="mailto:support@ourforte.com">support@ourforte.com</a>

• Portal: Contact your local FORTE representative for instructions.

## SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by FORTE to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an FORTE Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an FORTE Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

## SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. FORTE reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where FORTE is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an FORTE technician or other person authorized by FORTE, without FORTE prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if FORTE determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable

operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.				
Systems Support Terms are in addition to FORTE' General Terms and	Conditions of Sale.			