

## RESOLUTION NO 2026 - 012

### CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND AVI-SPL, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR AUDIO VISUAL EQUIPMENT AND RELATED PROFESSIONAL SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

**WHEREAS**, the City has a need for audio visual equipment and related professional services (the "Products and Services"); and

**WHEREAS**; the Board of Directors of the State of Texas Region 4 Education Service Center ("TX Region 4") negotiated a contract with AVI-SPL, LLC, a Florida limited liability company (the "Vendor") to supply the Products and Services pursuant to its Request for Proposal Number 20-14 (the "TX-RFP"); and

**WHEREAS**, the TX-RFP and its resulting contract with the Vendor were adopted by the purchasing cooperative Omnia Partners, LLC, a Delaware limited liability company, (the "Cooperative"), making the TX-RFP available to the City as an eligible competitive procurement process upon which the City may rely; and

**WHEREAS**, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products and Services by the TX-RFP; and

**WHEREAS**, the Vendor desires to enter into a contract with the City to provide to the City the Products and Services on such terms and conditions as the Vendor has contracted with TX Region 4; and

**WHEREAS**, the City similarly desires to enter into such a contract with the Vendor, including its associated addenda and riders, in the form of the Exhibit attached hereto (the "Agreement"); and

**WHEREAS**, engaging the Vendor's services is in the public interest and in the interests of the

City; now therefore

**BE IT RESOLVED** by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

**APPROVED AND ADOPTED**, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of January, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

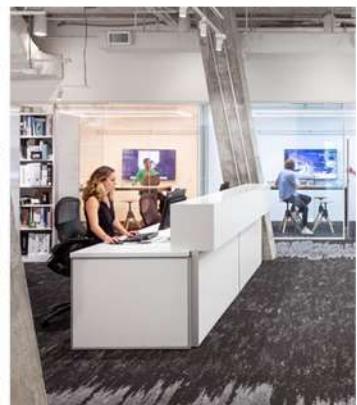
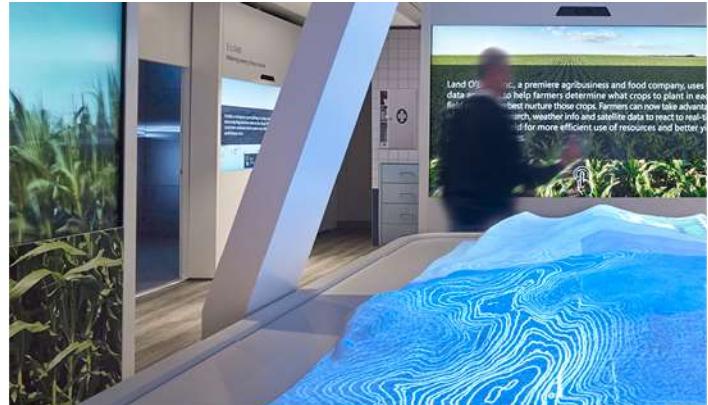
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Clay Martin, City Attorney

Proposal Prepared For

# City of Lake City

## City of Lake City Combined upgrades



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**Prepared by:** Ron Cassette  
[Ron.Cassette@avispl.com](mailto:Ron.Cassette@avispl.com)  
**Proposal no:** 494912-4

## Investment Summary

Prepared For:	<b>Phil Adler</b>	Prepared By:	<b>Ron Cassette</b>
	<b>City of Lake City 205 n marion Ave Lake City, FL 32055-3918</b>	Date Prepared:	<b>01/08/2026</b>
		Proposal #:	<b>494912-4</b>
		Valid Until:	<b>02/08/2026</b>

<b>Total Equipment Cost</b>	<b>\$26,657.02</b>
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Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system

<b>Professional Integration Services</b>	<b>\$12,342.12</b>
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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. May include disposal of existing equipment where elected.

<b>Direct Costs</b>	<b>\$853.95</b>
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Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals

<b>General &amp; Administrative</b>	<b>\$1,311.34</b>
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Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable

<b>Services - Room Support and Maintenance</b>	<b>\$1,164.68</b>
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Includes post-installation support and maintenance options selected for installed rooms

<b>Subtotal</b>	<b>\$42,329.11</b>
<b>Tax</b>	<b>Exempt (*)</b>
<b>Total</b>	<b>\$42,329.11</b>

\* 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.

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## Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) attached hereto and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

### 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. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). 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.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

### Buyer Acceptance

Buyer Legal Entity

\_\_\_\_\_  
Buyer Authorized Signature

\_\_\_\_\_  
Buyer Authorized Signatory Title

\_\_\_\_\_  
Buyer Authorized Signatory Name

\_\_\_\_\_  
Date

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## Room Summary - Council Chamber

### Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		<u>PROJECTION SYSTEM UPGRADE</u>			
DRAPER SHADE & SCREEN	DRAACUMENRCVTX	ACUMEN V TECHVISION WITH RECHARGEABLE BATTERY MSRP \$4484 CONTRACT PRICE \$3497	1	\$3,020.00	\$3,020.00
NEC TECHNOLOGIES	NECNPP627UL	PROJECTOR, WUXGA 6200 LUMEN 21LB LASER 3M:1 CONTRAST WHITE MSRP \$4999 CONTRACT PRICE \$4249	1	\$4,009.18	\$4,009.18
CHIEF	CHICMA443	MOUNT, CMA440 & CMS003 MSRP \$206 CONTRACT PRICE \$133	1	\$133.00	\$133.00
CHIEF	CHIRSAUW	MOUNT, UNIVERSAL "MINI RPA" SERIES CEILING - WHITE MSRP \$285 CONTRACT PRICE \$185	1	\$139.52	\$139.52
CHIEF	CHICMS006009W	EXTENSION ADJUST COLUMN 6" - 9" - WHITE MSRP \$98 CONTRACT PRICE \$63	1	\$63.00	\$63.00
		<u>DESKTOP MICROPHONE ADDITION</u>			
SHURE	SHUMXWAPX8Z10	TRANSCEIVER, 8-CH ACCESS POINT/CHARGER/DSP MSRP \$5088 CONTRACT PRICE \$3816	1	\$3,412.18	\$3,412.18
SHURE	SHUMXW8XZ10	TRANSMITTER, DESKTOP BASE MSRP \$867 CONTRACT PRICE \$650	8	\$581.18	\$4,649.44
SHURE	SHUMX415LPC	MICROPHONE, 15" SHOCK-MOUNTED GOOSENECK, CARDIOID LESS PREAM MSRP \$387 CONTRACT PRICE \$290	8	\$216.82	\$1,734.56
SHURE	SHUMXWNNDX8G	CHARGING STATION, DOCK 8-BAY GOOSENECK MSRP \$1925 CONTRACT PRICE \$1661	1	\$1,290.88	\$1,290.88
		<u>LAVALIER MICROPHONE ADDITION</u>			
SHURE	SHUMXWAPXD2Z10	TRANSCEIVER, 2-CH ACCESS POINT/CHARGER/DSP MSRP \$1786 CONTRACT PRICE \$1339	1	\$1,118.76	\$1,118.76
SHURE	SHUMXW1XOZ10	TRANSMITTER, BODYPACK W/OMNIDIRECTIONAL MIC	2	\$507.41	\$1,014.82

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Mfg	Model	Description	Qty	Unit Price	Extended Price
		MSRP \$812 CONTRACT PRICE \$609			
SHURE	SHUWL185MBCTQG	CARDIOID LAVALIER MICROPHONE (BLACK) MSRP \$191 CONTRACT PRICE \$143	2	\$119.59	\$239.18
		<b><u>AUDIO ROUTING</u></b>			
QSC	QSCCORE24FBUNDLE	BUNDLE, CORE PROCESSOR W/24 LOCAL AUDIO I/O CH MSRP \$5400 CONTRACT PRICE \$4320	1	\$3,811.76	\$3,811.76
QSC	QSCSLDAN32P	SOFTWARE LICENSE, Q-SYS DANTE 32x32 CHANNEL, PERPETUAL MSRP \$985 CONTRACT PRICE \$788	1	\$695.29	\$695.29
<b>Subtotal</b>					<b>\$25,331.57</b>

## Room Support and Maintenance

Elite Maintenance Services - Room; 6-months \$1,164.68

<b>Equipment Total</b>	<b>\$25,331.57</b>
<b>Installation Materials</b>	<b>\$1,325.45</b>
<b>Professional Services</b>	<b>\$12,342.12</b>
<b>Direct Costs</b>	<b>\$853.95</b>
<b>General &amp; Administrative</b>	<b>\$1,311.34</b>
<b>Services - Room Support and Maintenance</b>	<b>\$1,164.68</b>
<b>Subtotal</b>	<b>\$42,329.11</b>

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

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## 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.

### COUNCIL CHAMBER UPGRADE

This is in addition to the previously completed project - 050i-25-00005 - City of Lake City Update Council Chambers

#### Design Narrative

AVI-SPL will modernize the Council Chamber presentation and audio capabilities by upgrading the projection system and expanding speech reinforcement. The existing projector and screen will be replaced with a new high-quality projector and projection screen, installed and aligned for optimal image size and clarity within the constraints of the room. The new projection system will leverage the existing HDMI infrastructure to maintain a familiar user experience while improving visual performance.

AVI-SPL will upgrade the Council Chamber's audio capabilities by expanding speech reinforcement coverage for presenters and participants. The solution includes eight (8) wireless desktop bases with gooseneck microphones and two (2) wireless body packs with lavalier microphones, providing flexibility for both presenters and participants during sessions. These microphones will deliver consistent audio throughout the space and ensure intelligibility for in-room discussions and connected conferencing platforms, seamlessly integrating with the existing audio ecosystem for optimal performance.

\*\* Please see the "Environmental Considerations" and "Customer Responsibilities" sections of this document for required room properties and deployment best practices. \*\*

#### Scope of Work – Hardware Integration

Hardware installation and general functionality/specifications. Equipment will be provided and installed by AVI-SPL unless otherwise specified.

#### Projection System – Scope of Work

##### Decommissioning

- The following OFE equipment shall be decommissioned and handed over to the client.
  - Projector screen and all associated mounting hardware.
  - Projector and projector mount and all associated hardware.

##### Installation

- One (1) projector and projector mount shall be installed in place of the decommissioned OFE projector and mount.
  - Projector and projector mount shall be installed in the best available position for alignment with the newly installed projector screen.
- One (1) projector screen shall be installed in place of the decommissioned OFE screen.
  - Screen is to be installed in the best available position for alignment with the newly installed projector.

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- Adjustments shall be made to the projector's 4-corner keystone and lens shift abilities to best fit the projected image onto the screen.
  - **(NOTE: The current projector and screen are offset from one another and therefore perfect alignment between the new projector and screen will be difficult)**
- All projector settings shall be configured to provide the greatest possible image size and quality for maximum viewing distance.
  - **(NOTE: The overall image size is limited due to the room size and ceiling height)**
- The current projection system utilizes an HDMI connection at the presenter's desk, sending content over the transmitter/receiver pair to the projector. The new projector shall leverage the existing system's connections to maintain the current functionality and user experience.

#### Validation of Projection System

- A comprehensive validation shall be carried out to ensure that all shared content is displayed correctly and as intended on the newly installed projection system.

#### Projection System Control

- This is a stand-alone projection system, and no control programming shall be implemented or provided.

### Microphone Addition – Scope of Work

#### Installation

- Two (2) wireless body pack transmitters with lavalier/lapel microphones shall be provided for speech reinforcement for presenters to allow hands-free mobility during presentations.
- Eight (8) wireless desktop base transmitters with gooseneck microphones shall be provided for participants to enable speech reinforcement during discussions.
  - The body packs and desktop bases are wireless and shall be positioned by users as needed during use and placed on their respective charging stations when not in use.
- One (1) 2-channel wireless access point transceiver with built-in 2-bay charging station shall be placed in a (TBD) location and connected to the OFE Netgear switch.
- One (1) 8-channel wireless access point transceiver and one (1) networked charging station for the desktop bases shall be placed in a (TBD) location and connected to the OFE Netgear switch.
  - Both wireless access point transceivers shall be fully integrated, enabling communication with the OFE QSC Core processor and full participation in the overall audio ecosystem utilizing the DSP's echo-canceling functionality.
- One (1) QSC Core 24f processor shall be installed as the primary DSP and shall host the unified Q-SYS design to provide dedicated AEC channels for each microphone in the system.
  - The OFE Core 110f shall be configured and placed in IO mode for audio input/output expansion only, without any DSP processing, and shall communicate with the Core 24f as a part of the single unified Q-SYS design.

**(NOTE: A minimum of five (5) network ports must be available on the OFE network switch - four (4) for connecting the wireless access points, networked charging station, and QSC Core, and one (1) reserved for the commissioner to connect a laptop during system commissioning.)**

## Programming/Commissioning

- Network settings for all new wireless microphone transmitters and wireless access point transceivers shall be configured to enable seamless communication and control of all new devices.
- Network switch port configurations, including VLAN assignments and routing, shall be established to support full integration and communication between all QSC Core processors and connected devices within the unified Q-SYS design hosted on the Core 24f.
- All QSC processors and wireless microphone components shall be verified and updated to the latest manufacturer-approved firmware during commissioning to ensure system stability, feature compatibility, and optimal performance.
- The current Q-SYS Core DSP program shall be updated and consolidated into a single unified design hosted on the QSC Core 24f, designated as the primary processor for the system.
- All microphones shall be incorporated into the updated design, with each assigned to a dedicated AEC channel on the Core 24f to ensure optimal clarity and echo cancellation performance during conferencing.
- The OFE Core 110f shall be configured in IO mode for proper audio input/output functionality within the unified design.
- Appropriate gain structure, echo cancellation, and DSP processing shall be applied to maintain clarity and prevent feedback during speech reinforcement.
- A new subpage shall be added to the existing Q-SYS UCI Viewer to provide volume/gain and mute/unmute control allowing efficient adjustments for each individual microphone.
- Programmable buttons on each transmitter shall be configured to perform one of the following functions: mute/unmute, push-to-talk, or push-to-mute, enabling individual mute control at the device level.

## Audio System Control

- Individual volume and mute/unmute control shall be available for each microphone through the Q-SYS UCI Viewer application, allowing precise adjustments per device.
- Device level control shall also be available via the programmable button on each microphone, enabling users to perform the selected mute/un-mute, push-to-talk, or push-to-mute function.

## Validation of Audio System

- A comprehensive validation shall be carried out to confirm proper audio signal routing, microphone functionality, IO operation of the Core 110f, control system responsiveness, and AEC performance operate as intended under live conferencing conditions to ensure clear, echo-free audio and consistent coverage across the speech reinforcement area under typical use scenarios.
  - Validation shall include confirmation of unified system operation on the QSC Core 24f, verification of individual AEC channel assignment for all microphones, and testing of per-microphone control via the Q-SYS UCI Viewer.

## Project Considerations

### AVI-SPL Responsibilities (unless otherwise specified)

- Provide and install all low voltage cabling to support the Audio Video equipment specified in this proposal, excluding any network connections to the client network.
- Provide and install all new equipment required to support the design of this solution
- Labor to install Audio Video equipment specified with work being performed on consecutive days during normal business hours.

## Customer Responsibilities

These are items that AVI-SPL is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by AVI-SPL.

These requirements must be provided by the owner or other 3<sup>rd</sup> parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All necessary AV network connections to support the integration of new devices
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.
- The Parties agree that, in the event that a new tariff or a potential increase in an existing tariff is imposed on the products mentioned on this quote, AVI-SPL will be entitled to adjust the price to reflect the increased cost directly attributable to such tariff. AVI-SPL shall provide the Buyer notice as practicable and reasonable of such change.
- Installations are scheduled to occur during standard business hours (Monday to Friday, 8 AM to 4 PM). Any work required outside these hours, including evenings or weekends, will necessitate a change order and incur additional charges

## Network and Network Security

The integration of Audio-Visual hardware can consist of many different devices and systems with varying network requirements, impacts, and security considerations.

AVI-SPL will design the system to meet the network requirements and provide construction drawings and a list of devices to be integrated into the Customer's network. At the time of installation, AVI-SPL will connect devices based on the design and requirements to begin verification and integration into the (customer provided) AV network.

## Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

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- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and the wall finishes to be completely installed in the rooms affected by the equipment.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperation with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

## Room Environmental Considerations

To maximize the user experience in a conference room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affect the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustic treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

# Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

## Elite Support

Our Elite services give you an extra level of onsite responsiveness and support with:

- **Unlimited onsite support M-F, 8am-5pm\***
- **Unlimited remote help desk support – available globally 24x7x365**
- Facilitation of manufacturer repair or replacement programs – **let us navigate your warranty terms**
- **Software and firmware updates** managed remotely for covered assets



## Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOCs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOCs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

**Repair/Replacement Facilitation** – Some equipment may be repairable or replaced at no charge under the manufacturer's warranty. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

**Software Updates and Upgrades** – access to the help desk for software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on an as needed basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a programmer is required, additional charges may apply at the applicable rate for those services.

**Unlimited Onsite Support** – available Monday through Friday, 8 a.m. - 5 p.m.\*<sup>1</sup>, excluding holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

\*Local standard time excluding AVI-SPL holidays.

## Addendum to General Terms and Conditions – Equipment Ordering

Due to global supply chain constraints, 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 constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

In order for Seller to appropriately plan and coordinate its resources, Buyer must commit to a **site readiness for installation date**, (subject to timely delivery of equipment) on or about \_\_\_\_\_, 20\_\_\_\_.

AVI-SPL LLC Initials

Should Buyer elect to purchase equipment immediately upon placement of order or greater than 120 days prior to the above readiness date, to mitigate delays, Buyer agrees to receive the equipment at their designated location and Seller will immediately bill Buyer upon placement of such order. 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. Warranty on such equipment shall commence upon delivery of the equipment to Buyer's designated location, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

By initialing next to this sentence, Buyer elects to purchase equipment immediately upon placement of order in accordance with the terms of this Addendum.

Buyer Initials

### Buyer Acceptance

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Signed Name

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Company Name

---

Printed Name, Title

---

Date

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## General Terms and Conditions

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### 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, with the Florida-Specific Compliance Rider prevailing over all other addenda in the event of a conflict. 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).

### 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

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.

## **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

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.

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## **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.

## Addendum to General Terms and Conditions - Support and Maintenance Services

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The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of support and maintenance services as more particularly described in this Addendum (collectively, the "Services"). Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

### 1. Definitions

This Addendum contains defined terms and acronyms. The following definitions shall apply:

"Help Desk" means Seller's 24x7 global help desk as described this Addendum;

"In-Warranty Hardware" means the covered equipment has an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Manufacturer" means an entity that produces hardware and / or software;

"Out-of-Warranty Hardware" means the covered equipment does not have an active, Manufacturer or third-party sponsored warranty program that can be exercised by the Buyer or by the Seller on behalf of the Buyer;

"Software Options" means optional functionality or features of software that may be selected at the time of purchase or later, and for which separate charges are assessed;

"Software Update" means software for which the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the software in accordance with the published product specifications, and which is limited to those updates that the Manufacturer generally provides to its customers at no charge. Software Updates do not include Software Upgrades or Software Options;

"Software Upgrade" means new releases of the software which contains enhancements improving the functionality or capabilities of the software, which Manufacturer may make available to its customers. Software Upgrades do not include Software Options

### 2. Services Description

The Services purchased by Buyer are detailed in the Support and Maintenance Services Description.

"Remote Help Desk" provides 7x24x365 remote technical support and incident remediation assistance including facilitation of manufacturer warranty and replacement programs, access to software upgrades and updates.

"Repair/Replacement Facilitation" provides assistance identifying hardware that is repair or replaceable under manufacturer warranty, remote installation assistance and coordination assistance for the return of defective parts and equipment.

"Onsite Support" provides Supplier provided onsite technical assistance for the installation of replacement equipment or technical remediation services with 48 hours. Onsite support is an optional service and available for subscribed rooms and available once the Help Desk has determined dispatch is required for remediation.

"Software Updates and Upgrades" – where made available by the manufacturer, Supplier will make available software upgrades and updates to resolve a reported incident in accordance with manufacturer recommendations. Supplier's Help Desk will provide guidance on the need for onsite technicians and/or specialist support to return the device to service. Where onsite or access to specialist support is not included in the elected service level, the Help Desk will offer Supplier services

including specialist on a Time & Materials basis.

"Customer Portal" is a Seller provided online portal for Buyer incident reporting and case status validation.

"Time & Materials" support provides access to Seller's remote help desk and onsite field services on a non-contracted, usage-billing basis. Time and Materials support is subject to one-time case fees and billed 30 days in arrears based on actual usage. Onsite dispatch and parts orders require a purchase order or credit card prior to delivery.

"4 Hour Onsite" is an optional upgrade to onsite service accelerating dispatch time from 48 hours to 4 hours. Service availability is subject to Seller address verification prior to quote or order and where applicable manufacturer replacement parts shipping.

"Next Business Day Onsite" is an optional upgrade to onsite service accelerating dispatch time from 48 hours to Next Business Day. Service availability is subject to Seller address verification prior to quote or order and where applicable manufacturer replacement parts shipping. Next Business Day dispatch applies to incidents reported prior to 3:00 p.m. local time.

"Consumables Replacement" is an optional add-on and covers replacement of a subscribed room's consumables including filters, fuses, and batteries.

"Preventative Maintenance Visit" is a one-time, onsite visit to clean, calibrate and test in-room covered devices. Seller's technician will complete a pre-defined checklists identify any in room issues and recommendations for performance optimization.

"Programming Protection" is an optional contract enhancement that covers any controller programming required to return a room to service as a result of a supported incident. Programming Protection is limited to rooms in the United States and requires Seller's access to the most recent version of uncompiled code. Upgrades and improvements are excluded.

"ServiceNow Integration" is an option account level service that provides integration between Seller's ServiceNow and Buyer's ServiceNow instance for the purpose of case data integration. ServiceNow integration is subject to Buyer's Service Now Integration Configuration Guide.

**d 3. Services Orders**  
Following Seller's order confirmation, Buyer agrees to provide a contact name, contact email address, and telephone number at the service location(s). Standard response times and service level agreements are not guaranteed until such information is received by the Help Desk.

Products specifically identified in the proposal will be eligible for Services. If Buyer elects to purchase any additional or optional services or features, additional fee(s) will be invoiced separately with payment terms as specified for such services.

### 4. Services Term

The Services shall commence upon installation project completion or, for Stand-alone Services, upon Seller's confirmation of Buyer's order, and shall continue for the term specified in the Proposal, unless earlier terminated. Installation projects containing

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multiple phases or being performed over extended periods may include multiple completion milestones / service commencement dates. The Services shall expire at the conclusion of the term specified in the Proposal, unless earlier terminated. Notwithstanding anything to the contrary in the Terms and Conditions, Seller reserves the right to postpone commencement of the Services, upon written notice to Buyer, in the event of any delays that prevent Seller from commencing the Services on the original commencement date. In such case, Seller will provide a new Services commencement date and the term of the Services will commence as of that date and continue for the term specified in the Proposal, notwithstanding any specific dates contained in the Agreement or any other purchase documents. Invoicing and payment will be adjusted to align with the new commencement date of the Services.

## **5. Services Availability**

Help Desk remote support is available on a 24x7 basis.

Unless otherwise noted in the Support and Maintenance Services Description, the Seller's field service technicians are available Monday through Friday from 8 AM to 5 PM local standard time, excluding legal holidays. For Buyers with service locations in the United Arab Emirates, the Seller's field service technicians are available Sunday through Thursday from 8 AM to 5 PM local standard time, excluding holidays. Holidays vary by region.

Requirements to provide Services prior to or after the agreed upon hours of support must be agreed to by both Parties in advance and in writing and additional fees may apply.

## **6. Third Party Services**

Seller may make third party services available to Buyer. Seller offers no guarantees and assumes no responsibility or liability of any kind with respect to third party services. Third party services are subject to the terms and conditions of the supplier.

## **7. Software Updates, Upgrades, and Options**

The Help Desk will assist with the provision of Software Updates, Upgrades, or Options when necessary to resolve a reported issue and when made available by the Buyer or Manufacturer. Depending on Services elected, additional charges may apply for proactive management of Software Updates, Upgrades, or Options and when specialist or onsite support of these activities is requested or required. Seller will not be liable for any issues, damages or disruption arising from a Software Update, Upgrade, or Option released by a third party.

## **8. Replacement Parts**

Standard program: In-Warranty Hardware will be eligible for repairs or replacement parts and the use of advanced replacement programs in accordance with the Manufacturer's published warranty program.

Replaced parts will become the property of Seller or the Manufacturer. If replacement activity is performed by Buyer, the replaced parts must be returned per the Seller's direction within five (5) business days of receipt of the replacement part; otherwise, Buyer will be invoiced the full list price for the replaced part.

Depending on Services elected, additional charges may apply for onsite support of In-Warranty Hardware parts repair or replacement. Out-of-Warranty Hardware or other parts repair or replacement deemed to be out-of-warranty will be considered billable activity.

Optional program: Buyers who elect an extended hardware warranty as a component of their Services are eligible for repairs or replacement parts for Out-of-Warranty

Hardware. The inclusion of this coverage must be incorporated into the Support and Maintenance Services Description and is further described therein.

## **9. Service Level Agreement**

Help Desk response: Seller's Help Desk will provide an average speed of answer of sixty (60) seconds for support calls and will respond to new service requests made via email or web portal to its Help Desk within four (4) hours with case assignment notification.

Upon the Help Desk's determination that a dispatch is required, Seller's field service technicians will provide the onsite response aligned to the service level elected in the Support and Maintenance Services Description. The ability to meet this service level may be impacted by the Buyer's room availability, the requirement for replacement parts, and the reliance on a Buyer's third-party.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

Priority 1 – core business or technology functionality unavailable resulting in work stoppage or significant impact to user experience

Priority 2 – a loss in functionality that compromises but does not prevent work completion or have significant impact to user experience

Priority 3 – issue that does not compromise work completion and therefore does not require immediate attention

Priority 4 – issue that can be scheduled such as a maintenance activity or scheduled replacement

## **10. Services Exclusions**

Unless otherwise specified in the Support and Maintenance Services Description, Services do not cover any of the following: (i) electrical work and / or in-house cabling; (ii) repair or replacement resulting from natural disaster, fire, accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, Buyer-provided network, or failure of the installation site to conform to Manufacturer specifications; or resulting from use other than intended purposes; or resulting from use with items not provided or approved by Seller; or resulting from the performance of maintenance or the attempted repair by persons other than Seller's employees or persons authorized by Seller; (iii) repair or replacement excluded by or no longer covered by the Manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items; (v) relocation services, or the addition or removal of items from or to other devices not furnished by Seller; (vi) damage to displays caused by screen burnout or image "burn-in"; and (vii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by Seller including coverage for Buyer-furnished product unless specifically listed as covered product.

Any modifications and / or additions made without Seller's prior written approval are at Buyer's sole risk and expense. If, in Seller's reasonable discretion, such modifications and / or additions cause defects, disruptions and / or malfunction, and Buyer requests Seller's assistance to correct the issue, Seller's assistance will be billable at Seller's then-current time and material rates.

## **11. Charges and Payment Terms**

Unless otherwise specified in the Proposal, payment terms are net 30 days from Buyer's receipt of invoice. Unless otherwise specified in the Proposal, Stand-alone

Services will be billed upon Seller's confirmation of Buyer's order. Any services provided that are not included in the Services will be billable as incurred.

## **12. Renewals**

Seller will provide Buyer with a minimum of sixty (60) days prior written notice of expiration of the Service Period for each service contract that is renewable. Buyer must give Seller written notice of Customer's intent to renew for each service contract at least thirty (30) days before expiration of each service period. In the absence of such written notice, Buyer will charge the Buyer the then-current time and material rates for any Services provided to Buyer after the expiration of the service contract. Furthermore, Buyer reserves the right to terminate or modify available service description at any time in its sole discretion; provided, that any such modifications will not affect any service description already ordered by Customer and accepted by Buyer prior to such modifications except as mutually agreed by both parties.

In the event Buyer's service contract includes third-party services which auto-renew Buyer must submit notice of non-renewal within 30 days of expiration for the entire contract. In the event Buyer fails to submit notice of non-renewal any third-party service fees are the responsibility of the Buyer.

## **13. Recertification**

Devices and rooms that have not been continuously covered by an AVI-SPL or manufacturer support contract may be required to pass an inspection, be brought up to the latest software version level and/or be subject to a recertification fee at the Buyer's expense prior to commencement of Supplier Support and Maintenance contract.

## **14. Termination**

Seller may immediately terminate the Services upon written notice in whole or in part for cause if any person other than a Seller employee or designated service representative alters covered equipment rendering it unsafe.

In the event of Buyer's early termination for cause, a pro-rated refund will be issued to the Buyer for the unused term of Services, except Buyer shall remain liable for (i) all non-refundable third-party fees incurred by Seller for prepaid expenses and (ii) all services performed during Services term. Services may not be terminated for convenience.

Seller reserves the right to terminate or modify available Services at any time in its sole discretion; provided, however, that any such termination or modifications will not affect any Services already ordered by Buyer and confirmed by Seller prior to such termination or modifications except as mutually agreed by both Parties.

## **15. Buyer Obligations**

(a) Buyer shall provide Seller with all information, cooperation and access that Seller reasonably requests for remote diagnosis of the reported issue. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the issue.

(b) If applicable, Buyer shall provide Seller personnel with timely access to service location and adequate working space at no charge to Seller.

(c) Buyer shall provide Seller's personnel with adequate working conditions that comply with all applicable labor, safety and health laws and regulations.

(d) Buyer will provide the necessary utility services for use in accordance with the Manufacturer's applicable published specifications.

(e) Buyer will be responsible for payment of parts and services provided by Seller that are not covered by the Services. Seller will obtain Buyer's written consent prior to providing the parts and / or services, which will be billable at Seller's then-current time and material rates.

(f) Seller strongly recommends that Buyer install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture product, and that Buyer regularly updates and runs such anti-virus program, especially in connection with the emergence of any new viruses.

(g) Buyer is solely responsible for backing up its data. Seller will not under any circumstances have a duty to back up Buyer's data or to restore data that is lost in the course of Seller's provision of Services, or otherwise. Seller will not be liable for the loss of Buyer's data, whatever the reason for the loss, including without limitation as a result of Seller's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

## **16. Solicitation**

At no time during the term of the Services or for one (1) year thereafter, will Buyer directly or indirectly offer employment to any Seller employees who performs Services on behalf of Seller without Seller's express prior written consent. In the event that Buyer is in breach of this provision, Seller shall have the right to invoice Buyer, and Buyer agrees to pay, a sum equal to twelve (12) months' salary in respect of the hired individual. The foregoing restrictions shall not apply to solicitation through any general recruitment advertisement in the normal course of business, without specifically targeting or approaching the other Seller's employees.

#### **17. Warranty and Limitation of Liability**

SELLER WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES HEREUNDER THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. SELLER MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. SELLER MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE UNINTERRUPTED OR ERROR FREE. BUYER MUST PROMPTLY REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO SELLER NO LATER THAN FIFTEEN (15) DAYS AFTER EXPIRATION OF THE ABOVE WARRANTY PERIOD, AND BUYER'S EXCLUSIVE REMEDY AND SELLER'S ENTIRE

LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE FOR SELLER TO RE-PERFORM THE SERVICES OR, IF SELLER IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, BUYER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO SELLER FOR THE NONCONFORMING SERVICES. SUBJECT TO THE EXCLUSION OF DAMAGES PROVISION CONTAINED IN THE GENERAL TERMS AND CONDITIONS, SELLER'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO ONE (1) YEAR'S SERVICE CHARGES. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

*[remainder of page intentionally left blank]*



## Addendum to General Terms and Conditions – Government and Education

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The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of Products and Services to federal, state and local government and education customers. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

### **1. Modification to Section 5 of General Terms and Conditions**

Section 5 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

"In the event Buyer is in arrears with any payment whatsoever 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."

### **2. Modification to Section 6 of General Terms and Conditions**

Sub-Section 6.1 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following: "Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable)."

### **3. Modification to Section 13 of General Terms and Conditions**

A new sub-Section 13.5 is added at the end of Section 13 of the General Terms and Conditions:

"Nothing in this Section 13 shall be construed so as to restrict the right of access to public records in contravention of applicable federal or state public records laws."

### **4. Modification to Section 17 of General Terms and Conditions**

Sub-Section 17.2 is hereby deleted in its entirety.

*[remainder of page intentionally left blank]*

**FLORIDA-SPECIFIC  
COMPLIANCE RIDER**

**THIS FLORIDA-SPECIFIC COMPLIANCE RIDER** ("Rider") is made as of this 9th day of January, 2026 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and AVI-SPL, LLC, a Florida limited liability company ("Contractor") (individually, each a "Party," and collectively, the "Parties").

**WITNESSETH:**

**WHEREAS**, the City has selected the Contractor to provide certain services to the City in furtherance of upgrading audio/visual technology systems in the City's city council chambers (the "Services"), pursuant to the agreement between the Parties of even date herewith identified as Contractor's Proposal Number 494912-4 dated January 8, 2026; and

**WHEREAS**, Contractor represents it has the experience and expertise to perform the Services set forth in this Rider; now, therefore,

**IN CONSIDERATION** of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
  - a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
  - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Rider and following completion of this Rider if Contractor does not transfer the records to the City.
  - d. Upon completion of this Rider, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Rider, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Rider, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's Custodian of Public Records at:**

**Audrey E. Sikes, City Clerk,  
City of Lake City Custodian of Public Records  
at 386-719-5756 or SikesA@lcfla.com  
Mailing Address  
205 North Marion Avenue,  
Lake City, Florida 32055.**

2. **E-Verify.** As a condition precedent to entering into this Rider, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
  - a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Rider.
  - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
  - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
  - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Rider by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
  - e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses

in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the Parties hereto have executed this Rider the day and year first written.

AVI-SPL, LLC, a Florida limited liability company

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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By Lauren A. Fенно, its SVP,  
General Counsel

Noah Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY  
COMMISSION OF THE CITY OF LAKE CITY,  
FLORIDA:

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Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney