

MARGIE R IBARRA  
COUNTY CLERK  
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WEBB COUNTY, TEXAS

BY All DEPUTY

STATE OF TEXAS       §  
COUNTY OF WEBB      §

**AUDIO VISUAL SYSTEM UPGRADE  
SERVICE CONTRACT  
WEBB COUNTY CENTRAL JURY ROOM**

THIS CONTRACT is made and entered into by and between **Webb County**, Texas (hereinafter "The County"), a political subdivision of the State of Texas, acting through its governing body, the Webb County Commissioners Court, 1000 Houston Street, Laredo, Texas 78040, and **Designs That Compute, Inc.**, a Texas For-Profit Corporation, **d/b/a Visionality**, (hereinafter "Service Provider"), 1778 N. Plano Road, Suite 211B, Richardson, Texas 75081. The County agrees to engage Service Provider as an independent contractor, to provide audio visual upgrades to The County's Central Jury Room pursuant to the following terms, conditions, and restrictions.

**WHEREAS**, The County utilized the State of Texas Department of Information Resources Cooperative's Purchasing Program to seek proposals from cooperative vendors to undertake upgrades to the audio-visual system in the Webb County Central Jury Room; and

**WHEREAS**, three cooperative vendors were invited to participate and submit proposals after a site visit to The County's central jury room; and

**WHEREAS**, The County approved the chosen proposer, Service Provider, to undertake a turn key installation of an audio-visual system ("upgrade") for the Webb County Central Jury Room, which includes requested hardware, software, and licenses along with the "Silver Level Service Support Plan, which is a one-year unlimited telephone and/or remote service support, Monday through Friday, 8:00 a.m. to 5:00 p.m.

**NOW THEREFORE**, The County and Service Provider agree as follow:

1. Purpose. The purpose of this Contract is to define the terms and conditions by which Service Provider will provide Audio Visual System Upgrade to the Webb County and its Central Jury Room as more specifically defined in the specifications or Scope of Work, found in **Attachment A** and incorporated here for all purposes (the "Statement of Work").
2. Term. The Contract shall upon on the execution of this Contract and the installation and completion of all Service Provider's obligations as set forth in Exhibit A, shall terminate thirty (30) days thereafter. The Service Support for the audio-visual upgrade work shall begin upon final completion of the audio-visual system upgrade and shall be limited to the terms set forth in Exhibit A.

3. Authority. The County shall administer this Contract through its County Engineer, Mr. Luis Perez-Garcia, P.E., (the "County Representative"), or his designee, who is authorized to act on behalf of Webb County for all purposes relating to the performance, payment, administration, and successful completion of the Work Contract up to an amount not to exceed that set for in ¶4. Mr. Perez-Garcia can be contacted at (956) 523-5158. Mr. Rafael Peña, Webb County Information Technology Director, will also oversee any audio-visual technical issues regarding the audio system upgrades. Mr. Peña can be contacted at (956) 523-4069.

4. Consideration and Compensation. Service Provider will be compensated based on a not-to-exceed amount as set forth in its "Scope of Work/Statement of Work" dated May 17, 2023, which is incorporated herein as if copied in full. Specifically, the amount of NINETY-TWO THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS NINETEEN CENTS (\$92,665.19) for the purchase and installation of audio-visual equipment for the Webb County Central Jury Room.

Additionally, payment for good and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Webb County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrued on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment is due. The said rate is in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

(a) Invoicing Procedure. Payment(s) will be made to the Service Provider upon receipt and approval of an invoice by the County Representative, who shall be the sole judge of the reasonable acceptability of the goods and services. The Service Provider and the County Representative shall agree upon a mutually acceptable invoicing schedule. The County reserves the right to require additional information to support payments to Service Provider; however, the County shall not be entitled to Service Providers information related to its costs, whether for materials, goods or labor. County herein agrees that payment of ninety percent (90%) of the Consideration and Compensation will be paid to Service Provider upon Substantial Completion and remaining amounts shall be paid upon completion of all reasonable punch list completion. Final completion shall mean the first day County re-occupies the Central Jury Room.

(b) Mailing Address. All invoices and notices related to this Contract shall be sent to the County Representative (County Engineer) at the following address: 1620 Santa Ursula, 2<sup>nd</sup> Floor, Laredo, Texas 78040.

5. Vendor Responsibilities.

- (a) Quality and Performance. All products delivered pursuant to this Contract shall be newly manufactured and the current model, unless otherwise agreed. The County Representative shall be the sole judge in determining brand name equals with regards to quality, price, or performance; however, the County Representative shall be bound by **Attachment A** hereto. All services shall be performed strictly in accordance with this Contract and in an efficient business-like manner.
- (b) Warranties. Subject to and limited by Exhibit A, all manufacturer warranties and all applicable provisions and remedies of the Texas Business and Commerce Code's Uniform Commercial Code relating to express implied warranties are incorporated into the terms of this Contract, as are any manufacturer warranties, except to the extent otherwise limited by Exhibit A.
- (c) No changes. Service Provider shall furnish products or services strictly in accordance with the specifications and price(s) as agreed for each item. Each shipment received or service performed shall comply with the terms of this Contract, notwithstanding invoice terms or actions of the Service Provider to the contrary.
6. County's Responsibilities. The County shall provide information as necessary or requested by the Service Provider to enable Service Provider to perform under this Contract, as well as any other responsibilities set forth in Exhibit A.
7. Records, Reports, and Information. At such times and in such forms as The County may require, the Service Provider shall furnish statements, records, reports, data and information pertaining to matters covered by this Contract. The Service Provider shall maintain its records in accordance with any requirements prescribed by The County. Except as otherwise authorized by The County, Vendor shall maintain such records for a period of four (4) years after receipt of final payment under this Contract.
8. Inspection, Acceptance, Remedies, and Breach. Final acceptance of any delivery is contingent upon completion of all applicable inspection procedures. If products or services fail to meet any inspection requirements, The County may exercise all rights, including those provided in the Texas Uniform Commercial Code. The County Representative shall have the right to inspect products and judge performance of all services provided under this Contract at all reasonable times and places. Services as used in this section shall include all services performed and tangible material produced and delivered in the performance or service. If any service performance does not conform to this Contract, The County may require the Service Provider to perform the service again and conform to the Contract requirements, without any additional compensation. For defects in the quality or quantity of service that cannot be corrected by re-performance, The County may (a) require Service Provider to take necessary action to ensure future performance conforms to the Contract requirements, and (b) equitably reduce the payment due to the Service Provider to reflect the reduced

value of the service performed, or (c) in the alternative, elect to terminate this Contract under the provisions of ¶14.

9. Independent Contractor: Service Provider is an independent contractor and is free to perform services for other clients. Neither Service Provider nor any agent shall be deemed an agent or employee of The County for any purpose. AS AN INDEPENDENT CONTRACTOR, SERVICE PROVIDER IS NOT ENTITLED TO UNEMPLOYMENT INSURANCE OR WORKERS COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS CONTRACTURAL RELATIONSHIP.
  
10. No Conflict of Interest. Service Provider represents that it is not aware of any transaction, activity, or conduct that would affect the judgment, actions or work of the Service Provider by placing the Service Provider's own interests, or the interests of any party with whom the Service Provider has a contractual arrangement, in conflict with those of The County and agrees that no official, officer or employee of the County has any personal or beneficial interest whatsoever in the services provided by this Contract. Service Provider also agrees not to hire, pay or contract for the services of any official, officer or employee of The County during the term of this Contract.
  
11. Indemnification. (a) Subject to and limited by Exhibit A, if any product sold or delivered under this Contract is covered by a patent, trademark, or application, Service Provider shall indemnify, hold harmless, and defend The County from any and all loss, liability, cost, expenses, and legal fees incurred on account of any claims, legal actions, or judgment arising out of the manufacture, sale, or use of the subject article in violation or infringement of any such rights; (b) Subject to and limited by Exhibit A, the County shall, in all instances except claims arising from the sole negligent or willful acts or omissions of The County, be indemnified by the Service Provider from and against and all claims. The Service Provider shall be responsible for primary loss, investigations, defense, and judgment cost where this indemnification is applicable. In consideration for the award of this Contract, Service Provider agrees to waiver all rights of subrogation against the County, its officials, agents, and employees for losses arising from the work performed by Service Provider for The County.
  
12. No Assignment and No Third-Party Beneficiaries. Service Provider shall not assign any rights, delegate any duties, or subcontract any part of the performance required by this Contract without the express written consent of The County. This Contract shall inure to the benefit and be binding upon Service Provider



and The County only and shall not create any third-party rights or liabilities.

13. No Waiver of Sovereign Immunity or Powers. Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of The County, Webb County Commissioners Court, or the Webb County Judge.
14. Termination.
  - (a) Termination Prior to Shipment. If Service Provider has not accepted this Contract in writing, The County may cancel this Contract by written or oral notice to Vendor prior to any shipment of good.
  - (b) Termination Prior to Performance. If the Service Provider is providing services as part of its obligations under this Contract, The County may cancel this Contract by written notice to the Service Provider prior to commencement of any work.
  - (c) Termination for Cause. (a) If Service Provider refuses or fails to timely and properly perform any of its obligations under this Contract with such diligence as will ensure its completion within the promised timeframe, The County may notify Service Provider in writing of non-performance and, if not corrected within the time specified in the notice, terminate Service Provider's right to proceed with performance or such part thereof as to which there has been delay or a failure. Service Provider shall continue performance of this Contract to the extent not terminated and be liable for excess costs incurred by The County to procure similar goods or services from another source. Payment for completed services performed and accepted shall be at the price set forth in this Contract. The County shall not be responsible for payment for any services terminated under this provision. (b) The County may withhold amounts due to Service Provider as the County deems necessary to reimburse The County for excess costs and damages incurred in completing or procuring similar goods and services.
  - (d) Notwithstanding any contrary provisions herein, County shall be liable for any work performed prior to any Termination, for any reason, as well as any applicable restocking fees for product ordered prior to any such termination.
15. Venue and Choice of Law. Venue of this Contract shall lie in the State Courts of Webb County, Texas, and the laws of the State of Texas shall govern all terms and conditions.
16. Rule of Construction. The County and Service Provider acknowledge that they have had an adequate opportunity to review each and every provision contained in this Contract and to submit same to legal counsel for review and comment, including expressly and without limitations the warranties and indemnities contained in this Contract based on said review and consultation. Based on the foregoing, The County and Service Provider agree that the Rule of Construction that a Contract be construed against the Drafter, if any, shall not be

applied in the interpretation and construction of this Contract.

17. Notice. Notices to be provided under this Contract shall be given in writing and delivered by certified mail to the following:

For The County:

Tano E. Tijerina  
Webb County Judge  
1000 Houston Street  
Laredo, Texas 78040

For Service Provider:

Richard Barnett  
Vice-President of Sales  
1778 N. Plano Road #211B  
Richardson, Texas 75081

18. Compliance with Laws and Regulations. Vendor agrees that all work performed under this Contract shall comply with all applicable laws, rules and regulations.
19. Modifications. This Contract may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by both The County and Service Provider. No change or alteration to this Contract that requires payment in excess of The County's obligation stated in ¶4 shall be effective, unless mutually agreed by both County and Service Provider.
20. Insurance. The financial integrity of Service Provider is of interest to The County therefore, subject to the right of The County to maintain reasonable insurance deductibles in such amounts as are approved by The County. Service Provider shall obtain and maintain in full force and effect for the entire duration of this agreement, and any extension hereof, at Service Provider's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A- (VII) or better by A.M. Best Company (Best's Key Insurance Company Rating Guide, current edition and/or as amended) and/or otherwise acceptable to The County/Webb County Risk Manager, the following types and amounts:

Service Provider shall not commence work under this Contract until it has obtained all the insurance required and such insurance has been approved by The County. Service Provider shall procure and shall maintain during the life of his Contract, insurance in the following required amounts.

- (a) Workers Compensation & Employers Liability Insurance. Service Provider shall procure and shall maintain during the life of this Contract Workers' Compensation Insurance at required statutory limits as provided by applicable State law for his/her employees to be engaged in work at the site on the Project under this Contract and, in case work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Service Provider's Workers' Compensation Insurance. In the case where any class of employees engaged in work on the project under this Contract and is not


protected under the Workers' Compensation Statute, Service Provider shall provide adequate employee liability insurance for the protection of such of his/her employees as not otherwise protected in the following amounts: \$1,000,000 each-occurrence each accident/\$1,000,000 by disease each occurrence /\$1,000,000 by disease aggregate.

- (b) Commercial General Liability Insurance. Service Provider and any of Service Provider's Subcontractors shall maintain Commercial General Liability for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate for bodily injury and property damage, and name Webb County as an additional insured.
  - (c) Commercial Automobile Liability Insurance. Service Provider and any of Service Provider's Subcontractors shall maintain Automobile Liability Insurance covering hired or any other vehicles owned, and non-owned vehicles used, by the Contractor at a minimum of not less than One Million Dollars (\$1,000,000.00 per occurrence for bodily injury and property damage.
  - (d) Cyber Errors and Omission Insurance. Service Provider shall maintain Cyber Error and Omissions Insurance in an amount of not less than \$1,000,000 per claim and general aggregate.
  - (e) Service Provider shall procure and shall maintain during the life of this Contract, insurance in the amount listed under Paragraph 20(a), (b),(c), & (d).
  - (f) Proof of Carriage of Insurance. Service Provider shall furnish The County with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The Insurance covered by this certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by The County. The County shall be named as Insureds or Additional Insureds with respect to all insurances required by be carried by Contractor. A blanket waiver of subrogation in favor of Webb County, Texas shall be contained in the Workers' Compensation and all liability policies.
21. Counterparts and Scanned Signatures. This Contract may be executed in counterparts, each of which shall be deemed an original. Scanned signatures of authorized signatories shall be effective for all purposes.
22. Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Contract shall remain in full force and effect.

23. Inconsistent Provision. The terms of this Contract and any related agreements, instruments, or other documents shall be cumulative except to the extent that are specifically inconsistent with each other, in which case the terms of this Contract shall prevail.


WITNESS the signatures of all parties to this Contract and made effective this 12<sup>th</sup> day of June, 2023.

**WEBB COUNTY**


  
Tano E. Tijerina  
Webb County Judge

Date: 6-13-23


**SERIVCE PROVIDER  
DESIGNS THAT COMPUTE, INC.  
D/B/A VISIONALITY**

  
Authorized Signature  
Richard Barnett  
Vice-President of Sales  
Date: 6/6/2023

ATTEST:

  
Hon. Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM:

  
Fortunato G. Paredes  
Assistant General Counsel  
Webb County Civil Legal Division

\*The General Counsel, Civil Legal Division's Office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval of their own respective attorney(s).



WEBB COUNTY - CENTRAL JURY ROOM AV UPGRADE

5/17/2023



VISIONALITY

DESIGNS THAT COMPUTE  
1778 N. PLANO RD #211B  
RICHARDSON, TX 75081

PREPARED FOR:

WEBB COUNTY  
JOE A. LOPEZ III

DOUG ROBERTSON  
TECHNICAL CONSULTANT  
DOUG@VISIONALITY.COM  
214-276-0125



THIS QUOTE IS VALID FOR 30 DAYS

## THANK YOU FOR ALLOWING VISIONALITY TO SUBMIT THIS PROPOSAL

Visionality has over a quarter century of experience as a provider and integrator of audiovisual systems for business, education, government and healthcare. We take the time to consult with each customer to ensure that we are designing and implementing a custom solution to meet their needs. We also provide support and training to ensure that the systems are working properly, and the staff understands how to get the most out of them.

We carry all the major manufacturers including Cisco, Polycom, LifeSize, Crestron, Extron, AMX, Vidyo and many more. As a full system integrator we can create a custom collaborate environment designed to meet the needs and budget of our customers, such as displays, projectors, screens, furniture, etc.

We take our customers' needs seriously. We have tried to capture your needs in this proposal and turn those needs into a working system. If you have any questions or suggestions which would make our proposal more closely meet your needs, we are happy to work with you you.



Howard Barnett, President Visionality

## STATEMENT OF CONFIDENTIALITY

This proposal is the work product of Visionality - Designs That Compute (DTC), and as a result remains the property of Visionality-DTC. This proposal has been given to **Webb County** for the express interest of offering products and services to **Webb County**. The particulars of this proposal must remain confidential between the personnel of **Webb County** and Visionality-DTC. This proposal may not be offered to others without the express written consent of Visionality-DTC.

## CORPORATE MISSION

Visionality partners with its customers. Our goal is to enable a communication between the customer and DTC to enhance the relationship and produce a result which meets or exceeds the needs of our customers.

Visionality was founded in 1985 and has been at the forefront of technological development. We are an Audio Visual integrator with an emphasis on video communications. Visionality has aligned with the leading manufacturers in the industry, enabling us to provide our customers the latest advancements in the industry at competitive prices. Visionality primarily focuses on its customer's needs. We work closely with our customers to examine the particular need of each customer and then design the best possible solution for their application.

## OUR VALUE PROPOSITION:

### VISONALITY OFFERS A UNIQUE SET OF SKILLS

#### LONGEVITY

Visonality was incorporated in 1985. We are seasoned providers and integrators of audiovisual technology with hundreds of customers.

#### DIVERSITY OF PRODUCTS

We offer numerous products that can provide unique value to our customers. We have a great understanding of the needs of Webb County. This allows us to contribute in a meaningful way to the overall design in this proposal.

#### CONVERGENCE OF A/V AND IT

Visonality knows that the converged AV/IT world is here to stay. We understand network philosophies, infrastructure, and enterprise-based IT. We know how to intelligently discuss IT AV requirements, concerns, and deployment with your IT staff.

#### INTEGRATION CAPABILITIES

We are an Infocomm certified provider, which means our personnel have passed industry standard certification tests in audio visual systems. Our personnel also hold certifications offered by our manufacturers' for implementation with their equipment.

#### HISTORICALLY UNDERUTILIZED BUSINESS

We are a women-owned business in the state of Texas.

#### CUSTOMER SERVICE

We excel at customer service and have programs in place to service our customers at all levels. We have many customers, some in the fortune 500 which use our tech support resources to assure that they have support for their existing equipment. Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.



## OUR PROCESS

### FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



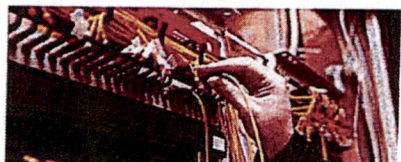
#### CONSULTATION

Visionality believes that each customer is unique, and therefore each design should be unique. For this reason, Visionality conducts a thorough consultation with each customer to ensure that we understand their individual needs as well as the layout and properties of the location in which the audiovisual technology will be used.



#### DESIGN

Armed with the knowledge of the customer's needs and the environment in which it will be used, Visionality will create a tailored design that will allow for the optimal use of the technology. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



#### IMPLEMENTATION AND PROGRAMMING

Once the design has received customer approval, our well-trained implementation team will make the design a reality. They will ensure that all of the equipment is installed according to the design specifications. Our programmers will make sure that the software works properly and to the customer's satisfaction.



#### TRAINING

Training is a very important component to the success of a project, and Visionality will ensure that the customer has the proper training needed to get the most out of their new equipment and software. We will answer any questions, and provide documentation and training guides when necessary.



#### SERVICE

Once your equipment is installed, we will provide the level of service that best meets your needs. Whether you require onsite support, phone support, remote diagnostics, or preventative maintenance, our tech support department will take care of you.



## Attachment A/Exhibit A

### Statement of Work

This proposal responds with solutions upgrading the audio visual system in Webb County's central Jury Room.

#### Customer Request:

Details elicited from discussion between Visionality sales staff and customer shows the following needs:

1. Central Jury Room:
  - a. Typical courtroom/chambers layout with dais/bench and gallery.
  - b. Client-Based Video Teleconferencing:
    - i. 1 x A/V Bridge connecting A/V system's audio and video to an OFE PC's client-based video teleconferencing client.
      1. 1 x wall-mounted camera for video pickup.
  - c. Per-station needs:
    - i. Judge's Bench:
      1. 1 x System integrated tabletop gooseneck microphone with mute status indicator.
      2. 1 x 22" tabletop-mounted display for video reinforcement of presented content.
      3. 1 x 22" tabletop-mounted display mirroring clerk's PC.
      4. 1 x HDMI cable-whip input.
      5. 1 7" touchpanel providing room/system control.
    - ii. Clerk's Bench:
      1. 2 x 22" tabletop-mounted displays for video reinforcement and OFE PC.
      2. 1 x HDMI cable-whip input.
      3. 1 x HDMI input for OFE PC.
      4. 1 x Audio output to USB converter for differing clerk recording equipment.
      5. 1 x Audio XLR plate for differing clerk recording equipment.
      6. 1 x Headphone jack with volume control for clerk headphones.
      7. 1 x Headphone Set for Clerk's Bench.
      8. 1 7" touchpanel providing room/system control.
      9. 1 7" wall-mounted touchpanel behind table, providing room/system control.
    - iii. Witness Bench:
      1. 1 System integrated tabletop gooseneck microphone with mute status indicator.
      2. 1 x 22" tabletop-mounted display for video reinforcement.
    - iv. Right Counsel Table:
      1. 1 System integrated tabletop gooseneck microphone with mute status indicator.
      2. 1 x 22" tabletop-mounted display for video reinforcement.
      3. 1 x HDMI cable-whip input.
    - v. Left Counsel Table:
      1. 1 System integrated tabletop gooseneck microphone with mute status indicator.
      2. 1 x 22" tabletop-mounted display for video reinforcement.
      3. 1 x HDMI cable-whip input.
    - vi. Podium:
      1. Connectivity from a floorplate inputs.
      2. 1 x System integrated mounted gooseneck microphone with mute status indicator.
      3. 1 x HDMI cable-whip input that can also take a new document camera, when brought in.
- d. Video System:
  - i. Video Inputs:
    1. Content Inputs:
      - a. Station cable-whips and inputs listed above.
  - ii. Video Outputs:
    1. 2 65" ceiling-mounted displays (mounted flush to ceiling) at front corners of room.

## Attachment A/Exhibit A

- e. Audio:
  - i. Central audio digital signal processor:
    - 1. Provide ability to integrate gooseneck microphones push switches and LED (green and red status) functions with the audio system and the control system.
    - 2. Eliminate need for manual sound controls and redundant controls; provide a fully integrated system.
  - ii. Inputs:
    - 1. Microphone inputs at stations listed above.
      - a. Must be system-integrated with colored LED feedback for push-to-talk and control booth reflection of status.
    - 2. 2 wireless handheld/lavalier combo microphone systems.
  - iii. Outputs:
    - 1. 15 ceiling-mounted in-tile speakers for gallery coverage.
- f. Control:
  - i. Primary control location with integrated control, that's fully automated, intuitive, and easy to use interfaces at the following locations:
    - 1. Touchpanel mounted on wall behind clerk's bench.
    - 2. Clerk's or Judge's bench.
- g. Service:
  - i. Include gold-level service as part of quotation.

### Description of the project:

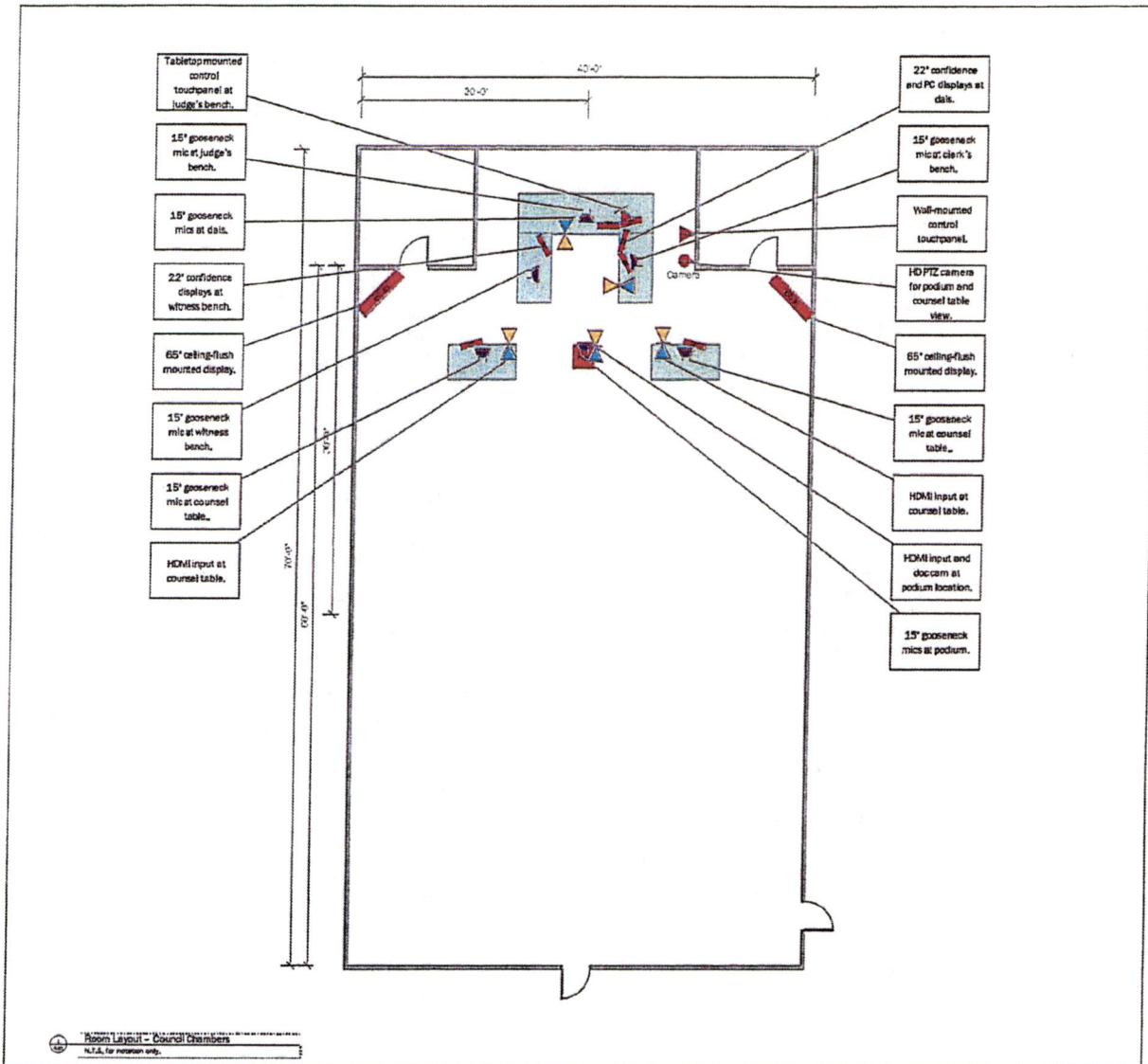
Project execution description provided at purchase.

### Approach:

**Installation:** Turnkey installation provided for project, with a professional project manager guiding pre-installation tasks, installation tasks, commissioning tasks, and handover to the service team. All cabling and system mounts included in pricing, with directly requested hardware, software, and licenses also delivered during installation. Visionality will place a lead technician onsite during the project, who along with Visionality's project manager, will manage communication, project progress, and issues. Project expected to take 8 days of installation with and an overlapping 3-4 days to commission.

Attachment A/Exhibit A

Room Layout:





Attachment A/Exhibit A

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
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This Quote is produced for the Texas DIR Contract DIR-CPO-5092 (Visionality)



For Full Contract Minus Cisco and RDL Product

This Quote is produced for the The Interlocal Purchasing System Contract 200904

For Cisco and RDL Product

**Central Jury Room Equipment**

**\*\*\*Video Conference Equipment\*\*\***

<i>*Video Conference System*</i>					
<i>1 x OFE PC</i>					
<i>1 x A/V Bridge to Connect to Client-Based VTC</i>					
1.00	999-8250-000	AV Bridge 2x1	\$3,216.00	\$2,781.84	\$2,781.84
<i>*Video Conference Cameras*</i>					
<i>1 x Wall-Mounted HD PTZ Camera for Bench/Dais View</i>					
1.00	999-99400-000	ROBOSHOT 12E HDMI	\$3,240.00	\$2,802.60	\$2,802.60
1.00	AC-EX70-UHD-KI	HDBaseT (CAT6) tx/rx kit	\$649.00	\$486.75	\$486.75

**\*\*\*Video Equipment\*\*\***

<i>*Video Inputs*</i>					
<i>1 x HDMI Input at Judge's Bench</i>					
<i>1 x HDMI Input at Clerk's Bench</i>					
<i>2 x HDMI Inputs for Counsel Tables</i>					
<i>1 x HDMI Input at Podium</i>					
<i>1 x Document Camera at Podium</i>					
1.00	AC-DA12-AUHD-	Visualizer VZ-3neo.UHD - Version A (with base plate)	\$3,080.00	\$2,464.00	\$2,464.00
7.00	AC-EX70-UHD-KI	HDBaseT (CAT6) tx/rx kit	\$649.00	\$486.75	\$3,407.25
<i>*Video Outputs*</i>					
<i>2 x 65" Ceiling-Mounted (Flush with ceiling) Displays</i>					
<i>1 x 22" Confidence Display at Judge's Bench on articulating armature mounts.</i>					
<i>1 x 22" Mirrored Clerk's PC Display at Judge's Bench on articulating armature mount.</i>					
<i>2 x 22" (Confidence and PC) Displays at Clerk's Bench articulating armature mounts.</i>					
<i>1 x 22" Confidence Display at Witness Bench on articulating armature mount.</i>					
<i>1 x 22" Confidence Display at Each Counsel Bench on articulating armature mount.</i>					
2.00	E658	65" 4K 3840 x 2160 LED TV 16/7 Tuner	\$1,789.00	\$1,699.55	\$3,399.10

Visionality  
1778 N. Plano Rd. #211b

REE040522M-11  
Richardson, TX 75081

(214) 276-0124



**Attachment A/Exhibit A**

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
7.00	998-1329-00	PLN2200 22" widescreen Full HD LED backlit LCD monitor	\$179.99	\$170.99	\$1,196.93
6.00	AC-EX70-UHD-R	HDBaseT (CAT6) RECEIVER ONLY 10.2G, 40m 4K (70m HD) Slim Extender with I-Pass,	\$349.00	\$261.75	\$1,570.50
2.00	AC-EX70-UHD-KI	HDBaseT (CAT6) tx/rx kit	\$649.00	\$486.75	\$973.50
1.00	AC-DA12-AUHD-	HDMI 1x2 18 GBPS Splitter w/HDR & EDID Mgmt	\$299.00	\$224.25	\$224.25

**\*\*\* Audio System \*\*\***

*\*Multichannel Digital Signal Processor\**

*1 x Multichannel Digital Signal Processor*

1.00	911.0399.900	TesiraFORTE CI	\$4,072.00	\$2,483.92	\$2,483.92
1.00	911.0315.900	Tesira EX-LOGIC	\$772.00	\$470.92	\$470.92

*\*Audio Inputs\**

- 1 x 15" Gooseneck Mic at Judge's Bench*
- 1 x 15" Gooseneck Mic at Witness Bench*
- 2 x 15" Gooseneck Mics for Counsel Tables*
- 1 x 15" Gooseneck Mic at Podium*
- 1 x Boundary Mic at Judge's Bench for Sidebar to Clerk Only*
- 2 x Wireless Handheld/Lavalier Rechargeable Microphones Kits*

5.00	MX415LPDF/C	15" Shock-Mounted Gooseneck Green/Red LED Ring at bottom Less Preamp Dual Flexible Cardioid	\$352.00	\$264.00	\$1,320.00
5.00	MX400DP	Small Desktop Base with input switched preamplifier programmable logic switch and LED. Supports standard and light ring microphones	\$362.00	\$271.50	\$1,357.50
1.00	MX392/O	Omnidirectional - Condenser Boundary Microphone, Built-in Preamp, Attached 12' Unterminated Cable, Logic Functions, Programmable Switch and LED Indicator	\$402.00	\$301.50	\$301.50
2.00	QLXD124/85-G5	Bodypack and Vocal Combo System with WL185 and SM58*	\$1,897.00	\$1,422.75	\$2,845.50
4.00	SB900B	RECHARGEABLE BATTERY	\$126.00	\$94.50	\$378.00
1.00	SBC200-US	Dual Docking Charger with PS45US Power Supply	\$289.00	\$216.75	\$216.75
1.00	SBC200	Dual Docking Charger Power Supply NOT Included	\$292.00	\$219.00	\$219.00
1.00	UA221	Passive Antenna Splitter/Combiner Kit. Includes Two Splitter/Combiners Four Coaxial Cables and Attaching Hardware	\$250.00	\$187.50	\$187.50

*\*Audio Outputs\**

- 15 x 6.5" Ceiling-Mounted In-Tile Speakers*
- 1 x Modular Power Amplifier*

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Attachment A/EXHIBIT A

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
		1 x Audio output to USB converter for differing clerk recording equipment.			
		1 x Audio XLR plate for differing clerk recording equipment.			
		1 x Headphone jack with volume control for clerk headphones.			
		1 x Headphone Set for Clerk's Bench			
1.00	SAROS ICGT-W-T-	Saros® 6.5" 2-Way In-Ceiling Speaker White Textured Single (must be ordered in multiples of 2)	\$254.00	\$143.51	\$143.51
1.00	AMP-X750	X-Series Amplifier, 750 W [Just Released]	\$1,700.00	\$960.50	\$960.50
1.00	PS24AS	24 Vdc 500mA N. American Pwr S - To be Purchased off TIPS 200904	\$37.12	\$29.70	\$29.70
1.00	DBSH1	Stereo Headphone Amplifier - D - To be Purchased off TIPS 200904	\$235.86	\$188.69	\$188.69
1.00	V75081-TBD	Custom wallplate	\$92.12	\$63.56	\$63.56
1.00	SRH440A	Professional Studio Headphones	\$125.00	\$93.75	\$93.75
		<b>***All-In-One A/V Switching and Control System***</b>			
		1 x All-In-One A/V Switching and Control System			
		1 x Video Extension Kit for Room			
		1 x 7" Control Touchpanel, Tabletop Mounted at Clerk's Bench			
		1 x 7" Control Touchpanel, Wall Mounted			
1.00	VC-4-PC-3	(1) Crestron 4-Series Control System	\$3,000.00	\$1,695.00	\$1,695.00
1.00	USB-OFFLINE	Offline Licensing USB Dongle for Crestron Virtual Control	\$150.00	\$84.75	\$84.75
1.00	AC-MX-88HDBT	8x8 4K HDR HDCP 2.2 Matrix Switcher with Digital Audio Routing	\$10,999.00	\$8,249.25	\$8,249.25
1.00	TSW-770-B-S	7 in. Wall Mount Touch Screen, Black Smooth	\$2,278.00	\$1,287.07	\$1,287.07
1.00	TS-770-B-S	7 in. Touch Screen White Smooth	\$2,530.00	\$1,429.45	\$1,429.45
		<i>Rack, Display Mounts, and Wallplates</i>			
5.00	K1D120B	K1 DESK MNT SINGLE DISPLAY 2L ARM BLK	\$304.00	\$218.12	\$1,090.60
2.00	LCM1U	SINGLE CEILING MOUNT LARGE BLACK	\$459.00	\$329.33	\$658.66
2.00	CMS018024	ADJ PIPE 18" TO 24"	\$168.00	\$120.54	\$241.08
2.00	CMS0203	ADJ. PIPE 24" TO 36"	\$182.00	\$130.59	\$261.18
3.00	V75081-WQ5863	Standard Podium DM Input and 5 Pin XLR Plate	\$92.12	\$63.56	\$190.68
1.00	ERK-2125LRD	21SP/25D STANDALONE W/ST	\$970.00	\$611.10	\$611.10
1.00	VFD-21	21SP VENT.FR.DOORUNIV.BL	\$458.00	\$288.54	\$288.54
1.00	CBS-ERK-25	CASTER BASE FOR ERK 25DP	\$337.00	\$212.31	\$212.31
1.00	ERK-RR21	21SP ERK REAR RAIL OPTION	\$91.00	\$57.33	\$57.33
1.00	ERK-VRD-21	ERK 21SP VENT.REARDR OPTI	\$215.00	\$135.45	\$135.45
2.00	UQFP-2	ULTRA QFP 2 FAN LED	\$582.00	\$366.66	\$733.32

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Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1.00	BR1	1SP PANEL W/BRUSH GROMMET	\$88.00	\$55.44	\$55.44
0.25	VT1-CP12	12 PC. VT1 CONTRACTOR PACK PANELS IN PLAIN POLY BAGS	\$291.00	\$183.33	\$45.83
0.50	U1V-4	1 SPACE (1 3/4") VENTED RACKSHELF, 4 PACK	\$283.00	\$178.29	\$89.15
0.50	LBP-1A	"L" SHAPED LACING BAR 10 PC. PACK	\$63.00	\$39.69	\$19.85
8.00	P15A-15P-215R-	POWER CORD Y CBL 5-15 P-2R 14"	\$11.82	\$7.68	\$61.44
2.00	P13A-15P-15R-1	POWER CORD EXT 5-15P-R 13A 10'	\$13.02	\$8.46	\$16.92
2.00	P13A-15P-15R-2	POWER CORD EXT 5-15P-R 13A 25'	\$26.00	\$16.90	\$33.80
1.00	UWGS0000-WH	BULK WIRE SG FP REVERSE WHITE	\$2.66	\$1.84	\$1.84
1.00	UWGD0000-WH	BULK WIRE DG FP REVERSE WHITE	\$4.32	\$2.98	\$2.98
1.00	PDT-1015C-RN	10 OUT15ASRG&NFYCORD	\$270.00	\$170.10	\$170.10
3.25	V-INSTALL II	Installation	\$160.00	\$104.00	\$338.00
1.00	CBS350-24FP-4G	CBS350 MANAGED 24-PORT GE, FULL POE, 4X1 - To be Purchased off TIPS 200904	\$1,112.45	\$711.97	\$711.97
<i>Room Cabling and Materials</i>					
4.00	DL-AR7249	Digitalinix Secure Adapter Ring with 6 Adapters	\$375.32	\$243.96	\$975.84
4.00	C-HM/HM-3	HDMI Cable 3'	\$17.00	\$11.48	\$45.92
4.00	C-HM/HM-6	HDMI Cable 6'	\$18.00	\$12.15	\$48.60
4.00	C-HM/HM-10	HDMI (Male - Male) Cable (10')	\$25.00	\$16.88	\$67.52
1.00	ADC-DPM/HF	Adapter Cable - DisplayPort	\$31.00	\$20.93	\$20.93
<i>USB Extenders</i>					
1.00	INT-USB3.1CX	USB 3.1 Extender Set Over Cat6A/7 Backward Compatible 2.0 / 1.1	\$2,290.66	\$1,580.56	\$1,580.56
6.00	NC5FX	Neutrik Professional Audio XLR 5-pin female connector	\$8.05	\$5.23	\$31.38
6.00	NC5MXX	Neutrik Professional Audio XLR 5-pin male connector	\$6.02	\$3.91	\$23.46
3.00	NC3MXX	Neutrik Professional Audio XLR 3-pin male connector	\$3.37	\$2.19	\$6.57
3.00	NC3FX	Neutrik Professional Audio XLR 3-pin female connector	\$3.75	\$2.44	\$7.32
0.50	16-2C-P-BLK	Black Commercial grade general purpose 16 AWG 2 conductor plenum cable	\$485.04	\$315.28	\$157.64
1.00	22-4C-PSH-BLK	Black Commercial grade general purpose 22 AWG 4 conductor plenum shielded cable	\$366.00	\$237.90	\$237.90
1.00	24-4P-P-L5-EN-B	Black Category 5e U/UTP EN series 24 AWG 4 pair unshielded cable	\$513.98	\$334.09	\$334.09
1.00	DM-CBL-8G-P-SP	DigitalMedia 8G&#153; Cable plenum 1000 ft spool	\$1,320.00	\$745.80	\$745.80
1.00	Project Professional Services and Programming		\$9,967.44	\$6,478.92	\$6,478.92

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Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1.00		Installation, Integration, and Comissioning	\$45,827.84	\$29,788.16	\$29,788.16
<b>Service</b>					
1.00	VS-SLS-1	Silver Level Service Plan - One year Includes unlimited telephone and/or remote support, M-F, 8-5	\$4,268.41	\$2,774.47	\$2,774.47
0.00		NOT INCLUDED IN PRICE: Gold Limited Service Plan Addition to Silver Service- One year Includes unlimited telephone and/or remote support, M-F, 8-5 Two onsite technical support or preventative maintenance visits (up to 20 hours per year) Eight hours of programming	\$14,798.41	\$10,467.51	\$0.00
<b>Total List</b>					\$134,343.08
<b>Total Discounted Price</b>					\$92,665.19
<b>Shipping</b>					\$0.00
<b>Sales Tax</b>					\$0.00
<b>Grand Total</b>					<b>\$92,665.19</b>

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## Attachment A/Exhibit A

Visionality has based this proposal on information provided by the customer and/or information that Visionality has discovered while on the customer site. To this extent the proposal is limited to this information. There may be factors that were hidden or not disclosed to Visionality at the time this quote was generated. Visionality retains the right to modify the proposal based on those factors.

Unless otherwise noted, all equipment furnished by the customer (CFE) that is to be integrate within this proposal is assumed to be in good working order loaded with the latest software release. If the proposal relies on existing wiring, pathways, or conduit, they are all assumed to be working correctly and as per diagram. Regardless, any issues in integrating the (CFE) or using existing structure provided by the customer will be billed on a time and material basis.

### **Responsibilities** *(Unless otherwise specified above)*

#### **Visionality Obligations**

Visionality will be responsible for the following:

- Testing new system and making sure all is properly operational from both the hardware and software perspective.
- Visionality will provide drawings that call out power and network locations, which must be installed prior to installation.
- Note Drawings supplied are not-to-scale and often are estimates of actual room measurements.

#### **Company/Customer Obligations**

The following items shall be provided by the Company and are not part of this scope or proposal:

- All 120V Electrical provisions must be present and hot at time of installation (Specifications and call-outs will be provided by Visionality after acceptance of the proposal).
- All conduit and raceway as required by local code.
- Conveyance (pathway) for AV cabling- includes any core drilling or structural modifications.
- "Hard Points" for mounting of equipment and structural supports will be provided and installed by the Company prior to Visionality deployment. The customer is responsible to ensure current structures can sustain the weight any mounted equipment or displays. When in doubt the Company should contact a certified Structural Engineer for safety factors.
  - For Displays other than video walls, Visionality will provide backing and blocking.
- Custom millwork, construction, or trim. Includes ceiling, floor and structural amendments or repairs.
- Required Local Permits and/or plan approvals.
- Required local inspection and compliance procedures.
- Hazardous material discovery and/or abatement.
- Ready Access to room. Unless otherwise stated, installation and commissioning are quoted as a single, contiguous period of days with unimpeded access 8 A.M – 5 P.M. daily. Monday through Friday at a minimum.
- Security and Safety
  - Prior to installation, if equipment is to be shipped in advance, the customer is responsible for receiving and storing this equipment in a safe location.
  - During installation, customer is responsible for making sure rooms can be secured and equipment is safe.
- Rooms are clean and ready for installation. All equipment, furniture, debris, or other objects need to be removed from the room for access or safety, prior to onset of installation.
- Sufficient on-site support, persons readily available to answer questions
- Prior to Visionality installation, Telephony, Computer and other Network connections are to be installed configured and tested.
  - Computer Network jacks are to be tested with information for connection readily available.
  - Firewalls and routers will be configured with proper ports opened .

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- Switchports must be patched-in and correct VLAN, with network IP addresses, subnet mask, and gateway provided for specified equipment.
- Adequate bandwidth will be provided for the equipment chosen.
- IT staff will be available during the installation process if there is a connectivity issue
- Customer will assure that any customer furnished equipment is in working order.
- For maintenance purposes, customer will work with Visionality to create a mutually acceptable method that will allow remote access to installed equipment.

## Project Management Procedures

Each entity will appoint one designee as the prime project manager. These two people will ensure that the products are installed the way the project was envisioned. Any problems need to be funneled through these persons. For example, if there is a change in the room layout, this should be discussed between the two project managers and a change order written.

**Status Reviews.** Project implementation is taken seriously at Visionality. A weekly status meeting with management is held during all phases of the implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) prior to the onset of installation. During the installation process, Visionality Project management will be available daily to discuss the status and needs of the installation with the customer designated representative.

**Payments.** Payment for the goods delivered is due when goods are shipped to site. If customer delays installation after goods have been ordered, customer will pay for goods and any shipping charge required to get goods to site, or customer will pay for goods and storage fee. Payment for installation is due when the installation is substantially complete. That is all work has been done and the equipment is operational. However there may be some tasks remaining (e.g. bug list).

**Change Orders.** All change orders must be submitted in writing from the customer designee to the Visionality project manager. If such a change is a material change of scope either in parts or labor, the project manager will provide an estimate of the change in price. Visionality will proceed with this change when the change order has been completed and approved by both parties.

### **Integration, Commissioning, and Sign-Off:**

Prior to Visionality programming, Visionality will meet with the customer's designated personnel to review the touchpanel and system operation. Additional feature requests beyond those scoped in this document and accepted during this meeting will require a change order.

A required walk-through with the customer's designated personnel will occur the day before commissioning completion, to evaluate system performance, create bug lists, and establish a final sign-off punchlist.

A final walk-through with customer's designated personnel will occur upon completion for final sign-off. Inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

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Attachment A/Exhibit A

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## Attachment A/Exhibit A

### Terms and Conditions

#### Disclaimers

Visionality - Designs That Compute (DTC) is a reseller of electronic equipment. Warranty and liability for use of any product sold is limited to what is stated by the manufacturer of these products. DTC creates no warranties express or implied beyond the manufacturer's warranty.

#### Limitations

The express obligation stated above is in lieu of all liabilities or obligations of DTC for damages, including but not limited to any liability due to or associated with infringement of a third party's intellectual property rights or any loss, damage, or injury, direct or consequential (including any loss of profits, use, business or the like, even if DTC has been advised of the possibility of same), arising out of or in connection with the delivery, use or performance of products resold by DTC, and it is agreed that repair or replacement, in accordance with the foregoing warranty, is DTC's sole liability and buyer's sole remedy for such liability, loss, damage, or injury. This limitation of DTC's liability will apply regardless of the form of action, whether in contract or tort (including negligence) or based on a warranty. Any action against DTC must be brought within 12 months after the cause of action arises. The parties expressly agree that the products are not consumer goods.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of state law, such limitation of liability shall be void, however the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this limitation of liability.

At times, the goods and services in this proposal may be purchased by a government entity under a specific purchasing contract and that contract may have a clause which conflicts with this clause. In that case the terms of the purchasing contract will take precedence.

#### Statement of Confidentiality

This proposal is the work product of DTC and as a result remains the property of DTC. This proposal has been submitted for the express interest of offering products and services. The particulars of this proposal must remain confidential between the receiving agency and DTC unless otherwise required by law. This proposal may not be offered to others without the express written consent of DTC. Where applicable, confidentiality is to be consistent with the Texas Public Information Act (TPIA) and the Freedom of Information Act. Customer shall provide notice to the vendor of such a TPIA or FIOA request.

#### Installation (if applicable)

Installation prices are estimated based on the customers stated requirements. Unless otherwise noted, the customer is responsible for standard installation preparation and assistance; this include but is not limited to: Site security before and during the installation; free access to perform installation during business hours while scheduled on site; customer furnished installation or materials are ready prior to Visionality installation; and resources are available quickly to resolve issues. A full list of these requirements is in the proposal above. If these conditions are not met, additional charges may apply.

#### Product Returns

DTC does not accept product returns unless defective and only for replacement.

**VISIONALITY**

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RICHARDSON, TX 75081

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## Attachment A/Exhibit A

### **Non-Solicitation.**

Customer agrees that for a period of twelve (12) months immediately following the Effective Date of this Agreement or Last Date of Service on this Agreement, whichever comes later, Customer shall not either directly or indirectly solicit, induce, recruit or encourage any of Design That Compute's employees to leave their employment, or take away such employees, or attempt to solicit, induce, recruit, encourage, take away or hire employees of the Designs That Compute, either for the customer or any other person or entity. Should the Customer infringe on this, it will be seen as a referral of the employee and the client agrees to pay Designs that Compute a one-time referral fee of two hundred (200) percent of the candidates total annual starting compensation with a minimum referral fee of fifty-thousand dollars (\$50,000). Should the employee be hired as an hourly their annual compensation will be calculated at two thousand (2,000) times their hourly rate. Referral Fees will be invoiced immediately upon hiring of an employee by the Customer and will be due net thirty (30).

### **Payment Terms**

Prepayment may be required. If terms are extended, payment is due immediately upon receipt of goods. Any objections to delivery or installation by the customer that may delay payment must be submitted to DTC in writing with 15 day of delivery of invoice to purchasing. When DTC resolves the problem they will resubmit invoice to purchasing. At that time customer must respond within 15 days if there is a further problem. DTC fully expects any invoice to be paid within 30 days of submittal. Failure to pay in a timely manner will constitute charges at the rate of 2% per month from date of invoice submittal.

Products delivered for an installation, are billed and due at the time of delivery. Installation will be billed and due when substantial completion has occurred. DTC will work with the customer to assure the highest quality products and services are delivered and installed. At the customer's request a payment schedule can be designed that withholds a percentage of the invoice based upon successful installation.

Some equipment has service or warranty that starts at the time of delivery. If installation is delayed this may affect the time coverage of those products is in effect after installation.

At times, the goods and services in this proposal may be purchased by a government entity or under a specific purchasing contract. In the cases where be a law or contract has conflicts with the above terms, the terms of a purchasing contract or law will take precedence.

### **Non-Taxable Entities**

Please include a copy of your Sales Tax Exemption Form along with any Purchase Order sent to Designs That Compute dba Visionality

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Attachment A/Exhibit A

Signature Page

THIS PROPSAL, INCLUDING ANY ATTACHMENTS, CONSTITUTES THE COMPLETE AND EXCLUSIVE UNDERSTANDING OF THE PARTIES, AND SUPERSEDES ALL PRIOR SALES PROPOSALS, NEGOTIATIONS, AGREEMENTS AND OTHER REPRESENTATIONS OR COMMUNICATIONS, WHETHER ORAL OR WRITTEN. THIS AGREEMENT MAY BE MODIFIED, REPLACED OR RESCINDED ONLY IN WRITING, AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF EACH PARTY.

The party represents and warrants that, on the date this agreement is executed, the party is authorized to enter into this agreement in its entirety, and duly bind their principals by the signature below. The party represents and warrants that there is agreement to all terms listed in this document.

Customer: -----

Address: -----

-----

By: -----

Name: -----

Title: -----

Date: -----

Telephone Number: -----

Email Address: -----