



1 Scope of Work (SOW)

Video

VIDEO DISPLAY SYSTEM

Diversified will utilize the existing table top 22" monitors, four (4) located on the Dais, one (1) located at the Witness Stand, and one (1) located at the Clerks Desk.

Diversified will utilize the existing display system based on one cart-mounted, 75" LED LCD monitor

DISTRIBUTION AMPLIFIER

Diversified will utilize the existing digital video distribution amplifier to route an input signal to all display on the Dais simultaneously. HDMI over CAT6A extenders will transport video signals to/from the equipment rack and will preserve signal integrity over longer cable distances. The system will also scale the video signal to match the native resolution of the video display system to ensure signal compatibility.

PTZ CAMERAS

Diversified will provide three (3) ceiling-mounted cameras to capture the council members at the dais and participants in the room. The camera will feature 20x optical zoom, 1080p/60 resolution, a 1/2.5" CMOS sensor, PoE+ power, and both EasyIP (RJ45) and HDMI outputs for high-quality video conferencing, lecture capture, and streaming over standard networks. Diversified will provide a camera controller at the AV technicians desk to preview, route and control the cameras.

DISTRIBUTION AMPLIFIER

Diversified will utilize the existing Granicus video capture and streaming device. The existing video feed will remain, and all configuration and management of the Granicus server will be the responsibility of the client.

Audio

EXISTING AUDIO PLAYBACK SYSTEM

The existing audio playback system, consisting of six (6) ceiling mounted speakers, will be re-used.

EXISTING MICROPHONES

Diversified will utilize the existing gooseneck microphones located on the Dais and Witness stand.

LINEAR ARRAY MICROPHONE

Diversified will provide one table-mounted linear array microphone array to pick up voices for teleconferencing. The array utilizes many microphone elements to form eight coverage lobes that will automatically adjust to cover participants within the room which will help reduce room noise and ensure maximum audio intelligibility for remote participants. The array will be approximately 2' long by 2.5" wide and will be mounted to the table utilizing a flush mount kit. The Customer's furniture manufacturer or millworker will be responsible for modifying the table to accommodate the flush mount kit. The array will



have a black finish (white and aluminium also available) and feature an LED at each end that will illuminate red when muted or green when active.

Diversified will provide Dante with an analog conversion device to connect the new microphone array to the existing audio DSP using the XLR connection at the Podium.

DIGITAL AUDIO PROCESSOR

Diversified will utilize the existing digital audio processor to route, mix, and process microphones and program audio sources. Diversified will provide configuration and tuning of the audio system to optimize performance and intelligibility of the Audio system.

Control

CONTROL SYSTEM PROCESSOR & TOUCH PANEL

Diversified will provide a software-driven control system to facilitate operation of the various features of the audiovisual system. One control system processor will be located within the equipment rack and one 10" touch panel will be located at the AV Technician's desk. The touch panel will provide an intuitive and effective user interface to the system.

Diversified will program the system to automate many functions of the system. For example, when selecting a startup mode via touch panel, the system will automatically turn on the display system, route the default video source, recall the lighting preset (if applicable), etc. Additionally, the touch panel will switch from the startup mode selection page to a page that provides the necessary actions for that mode. For example, if the video conferencing mode was selected, the next page would provide the necessary buttons for dialing a call, sharing content, controlling cameras, etc.

EXISTING SOURCE CODE

Due to the aggressive schedule for this project, if awarded, Diversified will request all existing audiovisual systems source code and graphical user interface (GUI) files to be reused/reverse engineered in order to fast track the GUI review process and programming effort. If source code and GUI files cannot be provided and/or are protected from access, Diversified may require additional time to complete the project and/or will coordinate a phased approach that will provide the best outcome for the Customer rather than rushing to a subpar completion due to schedule compression. Additionally, programming costs will be incurred to create source code and GUI files for the project if existing files cannot be provided or are protected from access.

EXISTING EQUIPMENT TESTING

Prior to decommissioning any of the current audiovisual system, the existing equipment noted to be re-used (CODEC, cameras, amps, speakers, etc.) will be tested to make sure it is still in working order. Any noted equipment that is non-operable will be presented to the Customer along with possible remediations such as repair or recommended replacements with costs.



UPS and Power Conditioning

UNINTERRUPTIBLE POWER SUPPLY

Diversified will provide a UPS to support the following critical audiovisual components:

- Control and Video Network Switch
- Digital Audio Processor
- Control System Processor

Diversified has estimated the total load of the critical components to be less than 3000 Watts. The UPS specified will support that load for at least 10 minutes in order to protect the critical components in the event of a power disturbance. Furthermore, the UPS specified features double conversion, meaning that the equipment is always powered by the battery which is always being powered by the building power. Therefore, in the event of a power outage, there is no momentary relay and flip from building to battery power and the equipment remains uninterrupted. Additionally, the UPS models include power conditioning for clean, stable power to each device.

Diversified will provide an IP card for the UPS to support device monitoring with auto-resolution capabilities. The device can be configured and controlled via web-browser, control system, or an API. A connection to the host network via CAT5/6 Ethernet connection is required.

NOTE: The battery is expected to have a 3-5 year lifespan. The Customer can either replace the battery or replace the UPS as desired.

DIAS POWER CONDITIONER

Diversified will provide a Multi-Stage Surge Protection power supply at the Dias to protect electronic devices.



2 Price Proposal

Pricing presented in this Project Proposal is based on the services shown in the Scope of Work section of this document. Any services not specifically identified in the Scope of Work section are not included in Diversified's pricing below.

Quote Number- QUO-106499-Q9W9Q9
 Rev No- 1

Qty	Manufacturer	Model	Description	Notes	Unit Price	Extended Price
UPS and Power Conditioning						
1	Middle Atlantic	UPS-OL3000R	2RU Premium Online Series 15Amp UPS Backup Power - 3000VA - Black		\$3,330.00	\$3,330.00
1	Middle Atlantic	UPS-OLIPCARD	Online UPS Series Select Network Interface Card		\$376.00	\$376.00
1	Middle Atlantic	PDX-215C-SP	15A 2 OUT SERIES SURGE COMPACT		\$250.00	\$250.00
Items Subtotal						\$3,956.00
zz.Miscellaneous Materials						
1	Diversified	MscMaterials	Miscellaneous Materials		\$118.00	\$118.00
Items Subtotal						\$118.00
Professional Services						
1	Diversified	Professional Services	Engineering, Integration, Project Management, Programming, Installation and System Commissioning		\$1,001.00	\$1,001.00
Services Subtotal						\$1,001.00
General & Administrative						
1	Diversified	Freight	Freight		\$118.00	\$118.00
G&A Subtotal						\$118.00
\$5,193.00						
Full System Upgrade						
1. NEW						
1	Vaddio	999-30231-000W	EasyIP 20 Mixer Base Kit, White, North America		\$6,155.00	\$6,155.00
2	Vaddio	999-30230-000W	EasyIP 20 Camera, White		\$3,591.00	\$7,182.00
3	Vaddio	535-2000-206	Suspended Ceiling PTZ Camera Mount		\$115.00	\$345.00
1	Vaddio	999-57755-800	EasyIP Precision Camera Controller + Vaddio Device Controller		\$1,571.00	\$1,571.00
1	Vaddio	535-5775-000	Mini Joystick & Vaddio Device Controller Table Stand		\$145.00	\$145.00
1	Shure Inc	MXA710B-2FT	Linear Array Mc, Black, 2 FT		\$1,997.00	\$1,997.00
1	Shure Inc	ANIUSB-MATRIX	Dante Audio Network Interface With Matrix Mixing, 4-Input/2-Output To Usb/Analog		\$629.00	\$629.00
1	Netgear	GS305EP-100NAS	5-Port Gigabit Ethernet Plus PoE Switch (63W)		\$78.00	\$78.00
1	Crestron	CP4N	4-Series Control System		\$1,812.00	\$1,812.00
1	Crestron	CEN-IO-COM-102	Wired Ethernet Module with 2 COM Ports		\$240.00	\$240.00
1	Crestron	TS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth		\$1,923.00	\$1,923.00
Items Subtotal						\$22,077.00
2. EXISTING - Retain						
6	NEC	E221N-BK	MultiSync E221N-BK, 21.5 AH-IPS LED backlit LCD Monitor	OFE Item	\$0.00	\$0.00
1	Crestron	HD-DA8-4K-E	1-to-8 4K HDMI Distribution Amplifier	OFE Item	\$0.00	\$0.00
1	Crestron	HD-RX-4K-410-C-E-SW4	DM Lite 4K Multiformat 4x1 AV Switch and Receiver with 4-Port Ethernet Switch	OFE Item	\$0.00	\$0.00
1	Crestron	HD-TX-101-C-1G-E-B-T	DM Lite - HDMI over CATx Transmitter, Wall Plate, Black Textured	OFE Item	\$0.00	\$0.00
4	Crestron	HD-TX-101-C-E	DM Lite - HDMI over CATx Transmitter, Surface Mount	OFE Item	\$0.00	\$0.00
3	Crestron	HD-RX-101-C-E	DM Lite - HDMI over CATx Receiver, Surface Mount	OFE Item	\$0.00	\$0.00
8	Shure Inc	MX412D/C	Cardioid-12" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator,	OFE Item	\$0.00	\$0.00
1	Sony	F720	Dynamic Handheld Microphone	OFE Item	\$0.00	\$0.00
1	JBL	CSA1300Z	1 CHANNEL CS SERIES AMP	OFE Item	\$0.00	\$0.00
6	JBL	CONTROL 16C/T	6.5" Full-Range Ceiling Speaker, White (priced each, packed as pairs)	OFE Item	\$0.00	\$0.00
1	Biamp	TesiraFORTE AI	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, and 8 channels configurable USB audio	OFE Item	\$0.00	\$0.00
3. Decommission						
1	Crestron	PRO2	Professional Dual Bus Control System	OFE Item	\$0.00	\$0.00
1	Extron	60-606-01	PIP 444 Four Window Video Picture-in-Picture Processor (EOL)	OFE Item	\$0.00	\$0.00
1	Vaddio	999-5672-000	Vaddio ControVIEW XHD Automatic PTZ Camera Control (EOL)	OFE Item	\$0.00	\$0.00
3	Vaddio	999-6970-000	POWERVIEW HD-30 PTZ CAMERA SYSTEM	OFE Item	\$0.00	\$0.00
zz.Miscellaneous Materials						
1	Diversified	MscMaterials	Miscellaneous Materials		\$2,353.00	\$2,353.00
Items Subtotal						\$2,353.00
Professional Services						
1	Diversified	Professional Services	Engineering, Integration, Project Management, Programming, Installation and System Commissioning		\$26,834.00	\$26,834.00
Services Subtotal						\$26,834.00
General & Administrative						
1	Diversified	Freight	Freight		\$655.00	\$655.00
G&A Subtotal						\$655.00
Travel & Expense						
1	Diversified	Travel Expense Budget	Travel and Expenses		\$4,652.00	\$4,652.00
Expense Subtotal						\$4,652.00
\$56,571.00						
SUMMARY						
Qty	Room/Task	Unit Price	Room/Task Description			Extended Price
1		\$5,193.00	UPS and Power Conditioning			\$5,193.00
1		\$56,571.00	Full System Upgrade			\$56,571.00
			Estimated Tax			TBD
			Grand Total			\$61,764.00



2.1 Payment Terms

Payment Terms	
1	Customer will be billed a deposit of 50% of the Base Project Total at the time of contract signing, due in full upon signature.
2	Customer will be billed a progress payment in the amount of 40% of the Total Fee when first Equipment is delivered to Diversified staging facility or Customer site, regardless of whether Equipment is shipped in multiple installments, and due Net 30 days from invoice date.
3	The balance of the Project Total, 10%, will be invoiced at the Project Completion milestone and due Net 30 days from invoice date.
4	Taxes (if shown) are an ESTIMATE and will be added to invoices in alignment to the federal, state and local taxing authorities at the project's location.

2.2 Pricing Notes

1. All prices **do not** include Sales Tax. If tax values included, they are estimates; actuals will be billed at time of invoicing. Exempt entities must provide proof of status.
2. Permits not included.
3. Surety (bonding) in any form is not included.
4. Labor priced using Diversified current corporate labor rates. Federal or Local Wage Determinant Rate Schedules have not been utilized to price the work.
5. Diversified is not a union trade shop; if trades labor required for administration of work, their costs have been included as quoted by a 3rd party trades entity.
6. All work will be performed during regular business hours (Monday – Friday / 0600-1800H Local Time). Any work performed on weekends or holidays, or in excess of 40 hours per week will require cost impact change management.
7. Revit/BIM design work not included.
8. Returned material must be resalable, unopened in its original packaging; opened, defaced, or damaged product cannot be returned to Diversified. Restocking fees may apply for returned equipment.
9. Hoists, Man-Lifts, Scaffolding, Long Ladders are not included.
10. Labor required for building access or site safety conformance not defined by customer is not included.
11. The state of the global supply chain challenges our industry daily. It may cause unexpected delays and impact product and service costs. Supply chain impacts and mitigation practices will be communicated to the customer.
12. Customer Furnished Equipment (CFE) that impacts our implementation processes must be delivered well within a services / deployment timeline. Customer must make timely orders and provide documentation to support logistics, warehousing, and any underwriting Diversified supplies. Diversified’s CFE handling and insurance fee is equal to four percent (4%) of a CFE procurement value – excluding freight and taxes.



3 Project Conditions

3.1 General Conditions

1. Diversified's Project Manager (PM), Project Foreman (PF) and/or Field Engineer (FE) will coordinate with the Customer and other stakeholders to ensure execution of the SOW. The PM, PF and/or FE will be available to attend one (1) coordination and/or progress type meeting every two weeks, but not to exceed two (2) meetings in a month. Additional meetings will require the administration of change management.
2. Modifications to SOW, Project Conditions, Price Proposal, Bill of Materials, and/or Terms and Conditions must be approved by Diversified and authorized Customer representative.

3.2 Schedule

1. Project schedule - as agreed upon by Diversified and Customer - establishes the milestones, dates, and period of performance. Project schedule will be provided within fifteen (15) days of receipt of purchase order or ratified contract.
2. Proposal is based upon performing the work in a single continuous period. Additional site mobilizations/demobilizations will require the administration of Change Management.
3. Diversified ability to meet Key Project Milestone Dates is dependent on timely completion of work by 3rd parties and/or adherence to conditions described within Customer furnished documentation. Schedule impacts attributed to delays or unknown performance conditions will be reconciled through the administration of Change Management.
4. Re-engineering due to unacceptable equipment lead time for product specified by others will require the administration of Change Management.
5. If project award date or other established milestone is missed, all subsequent milestones will shift accordingly - where able - and subsequent tasks durations will remain. Diversified has included costs for a project duration as described in the Key Project Milestone Dates. Cost impacts caused by project duration escalation or delays will be reconciled through the administration of Change Management.

3.3 Readiness

1. Diversified will have access to all areas required to facilitate deployment progress and will not absorb costs associated with access delays. Physical keys, security badges, clearance, as needed for the course and duration of the project will be provided in a timely manner.
2. For the protection of electronic products and relative warranties, work areas will be unobstructed, clean, and dust free by the dates shown on an agreed project schedule.
3. Customer Furnished Equipment (CFE) and/or sources will be available, in place, and functional as defined by an agreed Schedule.
4. Electrical infrastructure, containment, and grounding will be provided by others.
5. Ceiling trim work, drywall, woodwork, millwork painting will be provided by others.

3.4 Customer Responsibilities

1. Assign a single contact, authorized to sign off on all project deliverables, and who will be available during the course of the project and any scheduled training sessions.
2. Communicate changes as soon as they arise and follow prescribed Change Management processes expeditiously.



3. Cover costs repair or replace equipment damaged by work area dust or other contaminants during the course of the project.
4. Provide relevant architectural changes that will impact/delay the project.
5. Identify third-party contractors and their relevant points of contact information.
6. Provide timely notification of unique project or site requirements, hazardous locations and materials, security precautions, access restrictions or other extraordinary conditions.
7. Parking will be provided within a reasonable distance of the job site.
8. Provide a "Room Ready" state prior to installation of cabling, furniture and system componentry.

3.5 Diversified Responsibilities

1. Complete the tasks listed in this Proposal's Scope of Work section.
2. Local delivery office will administer a site readiness inspection.
3. Submit Project Status Reports at agreed intervals.
4. Communicate impact conditions in a timely manner and follow prescribed Change Management process expeditiously.
5. Maintain a safe and clean work area.

3.6 Entirety of Offer

1. This document, including any referenced attachments, represents Diversified's understanding of the Scope of Work and Projects Conditions involved administering the work. If this document will function as a ratified form of agreement, then the Customer has a mutual understanding of the SOW and Project Conditions at time of execution.
2. This Proposal provides proprietary information developed by Diversified for the purpose of defining this specific project. This information may not be used by the Customer or other contractors without Diversified written consent.

3.7 Closeout

1. Final completion and warranty engagement is reached when the items listed on this document are fulfilled. This includes testing, commissioning, and training on fully-operational integrated systems.



4 Terms and Conditions

This agreement (the "Agreement") is made as of the date of signature below by **One Diversified, LLC**, ("Diversified") and **Customer Name**, ("Customer"). The Parties agree as follows:

- 1. Diversified:** Diversified shall provide the services and/or equipment ordered by Customer in a professional and workmanlike manner and in accordance with generally accepted industry standards. As used throughout this Agreement, any services described in an accepted scope of work (a "SOW"), shall be referred to as the "Services; equipment described in an accepted SOW, shall be referred to as the "Equipment"). Diversified may provide additional services or equipment beyond those described in the SOW if the parties mutually agree in writing to such services. Services and/or equipment not specifically described in the SOW shall be the responsibility of Customer or other third parties engaged by Customer.
- 2. Customer Responsibilities:** Customer shall provide Diversified with all information, surveys, reports, and professional recommendations and any other related items reasonably requested by Diversified in order to perform the Services or deliver the Equipment. When available, Customer must provide Diversified with up-to-date plans in the event they impact the Scope of Work. Diversified may rely on the accuracy and completeness of these items without any obligation of independent verification. Customer will not be responsible for obtaining or paying for necessary permits from authorities with jurisdiction over the Services and/or Equipment unless Diversified provides written notification in the SOW stating otherwise.
- 3. Prevailing Terms and Conditions:** By signing this Agreement, Customer represents and acknowledges that he/she has fully read, understands, and accepts the terms of this Agreement, including the terms and conditions included herein. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein.
- 4. Delivery, Title and Risk of Loss – System Integration Projects:** In the case of a systems integration project with prefabrication at a Diversified integration facility, title and risks of loss of or damages to any Equipment and Products will pass to Customer upon Diversified's delivery of them to the Customer's place of business. In the event the Customer provides delivery services from Diversified's integration facility via their own chosen freight carrier, title and risk of loss and/or damage will pass F.O.B. point of shipment to Customer. All claims for damage or loss of Equipment and Products must be made directly to the Customer's freight carrier.
- 5. Delivery, Title and Risk of Loss – Drop Shipments:** In the case of drop shipments, delivery dates are approximate and are based upon prompt receipt of all necessary information from Customer. Unless otherwise specified by Diversified or provided for in other signed agreements, delivery will be made and title and risks of loss and/or damage will pass F.O.B. point of shipment to Customer. All claims for damage or loss of Products must be made directly to the freight carrier.
- 6. Taxes / Duties / Tariffs:** The fees and charges set out in this Proposal do not include taxes, duties, tariffs or other assessments and will be billed at the time of invoicing. Clients will be responsible for and will reimburse Diversified for all taxes and similar charges that are related to this Agreement or to payments made under this Agreement, other than taxes imposed on the net income of Diversified (collectively, "Taxes"). If Client is required by law to make any deduction or withholding of Taxes from any payment due to Diversified under this Agreement, Client will (i) timely and properly prepare and submit any necessary filings and remit such Taxes to the appropriate taxing authority, (ii) provide Diversified with governmental receipts evidencing Client's withholding and payment to the appropriate tax authorities in a timely manner, and (iii) increase each payment related to this Agreement to the extent necessary to ensure that Diversified actually receives the amount that Diversified would have received if such payment had not been subject to "Taxes." Clients, including government, general contractors and not for profit entities seeking a tax exemption must supply Diversified with a valid exemption certificate or direct pay permit at the time of Proposal execution or upon issuance of a Purchase Order.



- 7. **Estimated Schedule and Delivery Time:** Diversified shall use commercially reasonable efforts to render the Services and/or Equipment in accordance with any committed timetable set forth in the SOW. During the course of providing the Services and/or Equipment, events outside the reasonable control of Diversified (collectively, "Force Majeure Events") may impact the completion schedule and Diversified shall not be held responsible for any such delays in meeting the completion schedule, failure to deliver or perform as a result of any delays resulting from any such occurrence. As used in this Agreement, Force Majeure Events include but are not limited to (i) any cause beyond Diversified's reasonable control, (ii) an act of God, act of Customer, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, riot, delay in transportation or car shortage, or (iii) inability on account of a cause beyond the reasonable control of Diversified to obtain necessary materials, components, services or facilities. Diversified will notify Purchaser promptly of any material delay excused by this clause and will specify the revised delivery date as soon as practicable. Delays or movement in scheduled dependent predecessor tasks will not change the required minimum time for Diversified to complete their associated task/work. Diversified shall notify Customer of any such delays within 48 hours.
- 8. **Fees and Payment:** Customer shall pay Diversified the fees for Services and/or Equipment (the "Total Fee") set forth on the invoice consistent with the payment term provisions set forth above. All payments are due to Diversified upon receipt of the invoice, unless otherwise specified. Payments more than 30 days past due will accrue interest at the lesser of 1.5% per month, or the maximum rate permitted by applicable law. Customer shall reimburse Diversified for all reasonable costs and expenses of collection, including attorneys' fees.
- 9. **Labor and Equipment Price Increases:** Equipment, Material, and Labor costs have been calculated based on the current prices for labor, equipment, and the component materials, however, the market for electronic equipment and materials is considered to be volatile, labor shortages are possible, and sudden price increases may occur. When the price for any item of materials, equipment, or labor increases two percent (2%) or more between the Proposal or Quotation Date and the materials/equipment purchase date or the date labor is utilized for the relevant project, Customer shall pay to Diversified on request, all sums by which the cost to Diversified has increased beyond 2%, as demonstrated by Diversified. Where the delivery of equipment, materials, and/or the performance of labor are delayed or labor shortages occur, through no fault of Diversified, as a result of the shortage or unavailability of the equipment, materials, or labor, Diversified shall not be liable for any additional costs or damages associated with such delay(s).
- 10. **Standard Payment Terms:** Unless Payment Terms are specified elsewhere in this Proposal, Diversified's Standard Payment Terms will apply.

Payment Line Item	Bill/Invoice Value	Payment Due Date
Equipment-Only Sales	100% of Total Fee	Due upon delivery of Equipment to Customer or Diversified staging facility.
	Customer will be billed for Equipment as it is delivered to Diversified staging facility or Customer. If Equipment is shipped in installments, Customer will receive multiple invoices. All equipment invoices are due in full upon receipt.	
Project-Related Sales		
Deposit	50% of Total Fee	Due upon contract signing.
Progress Payment	40% of Total Fee	Due Net-30 days of invoice date.
Final Payment	Balance / 10% of Total Fee	Due Net-30 days of invoice date.



Customer will be billed 50% of Total Fee at the time of contract signing, due in full upon receipt. Customer will be billed a progress payment in the amount of 40% of the Total Fee when any Equipment is delivered to Customer or Diversified staging facility regardless of whether Equipment is shipped in multiple installments; this invoice is due in full within thirty days of the invoice date. The balance of the Total Fee will be billed after Project completion and due in full within thirty days of the invoice date.

11. **Approval of Orders:** This Agreement and all SOWs for Services or Equipment under this Agreement are subject to acceptance by Diversified including, if appropriate, approval by Diversified Credit Department. Upon request, Customer will furnish Diversified such financial information as Diversified may reasonably request for this approval. Diversified may, in its sole discretion, cancel this Agreement at any time if Customer fails to meet credit requirements established by Diversified.
12. **Confidentiality:** During the course of this Agreement, each party, its employees, subcontractors, officers and agents may receive or have access to Confidential Information of the other party (each, a "Receiving Party" when the recipient of Confidential Information, and a "Disclosing Party" when the discloser of Confidential Information). In the event the Receiving Party obtains Confidential Information from the Disclosing Party, the Receiving Party agrees to keep such Confidential Information in the strictest confidence and safeguard such information using the same degree of care as it uses to safeguard its own Confidential Information, which in no case shall be less than a reasonable degree of care. Each party's Confidential Information consists of its business plans and customer lists, any information the Disclosing Party identifies as confidential at the time of disclosure (or if in writing the Disclosing Party marks as Confidential), and any information a reasonable person would consider confidential under the circumstances.
 - a. **Mutual Obligations:** The Receiving Party shall (i) not use the Disclosing Party's Confidential Information for any purpose other than the exclusive purpose of fulfilling its obligations under this Agreement; (ii) not use, disclose or otherwise make available to any person or entity (except as permitted herein) any of the Disclosing Party's Confidential Information during the term of this Agreement or thereafter without the prior written consent of the Disclosing Party. (iii) limit access to Confidential Information to those employees, officers, subcontractors and agents on a need-to-know basis who has first executed a general written agreement committing such person to conduct that would not violate its obligations pursuant to this Agreement; (iv) be responsible for any breach of this Agreement by employees, subcontractors, officers and agents.
 - b. **Exceptions:** Confidential Information will not include information to the extent that: (a) such information is or becomes publicly available other than through any act or omission of either party in breach of this Agreement; (b) such information was received by the Receiving Party from a third party, which third party had no obligation of confidentiality to the Disclosing Party; or (c) such information was in the possession of the Receiving Party at the time of the disclosure, or (d) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (e) such information is/are required to be disclosed pursuant law, judicial order, or government regulation, provided that, in the event the Receiving Party becomes legally compelled to disclose any of the information, the Receiving Party shall provide to Disclosing Party prompt notice thereof so that Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.
13. **Termination / Suspension of Contract:** Either party may terminate this Agreement at any time upon not less than 30 days prior written notice to the other party. Customer shall pay Diversified for all Services rendered and Equipment delivered up to the effective date of termination plus any associated restocking fees for materials that cannot be returned for credit. Diversified is not required to release any work product unless Customer has made payment in full for the respective Services and/or Equipment. Diversified may terminate this Agreement or suspend the performance of the Services if Customer fails to pay Diversified any invoice issued pursuant



hereto. Diversified shall have no liability to Customer or any third party as a result of any such suspension or termination.

14. **Independent Contractors; No Agency:** Each party is and shall act solely as an independent contractor. Nothing in this Agreement shall be construed to give either party the power or authority to act for, bind, or commit the other party in any way, or, to create the relationship of partners, principal and agent, or joint-venture partners between the parties.
15. **Indemnification:** Customer shall indemnify, defend and hold Diversified its officers, directors, employees and agents harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and other expenses and fees incurred through appeal, and interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses, including injuries or death, or economic losses, arising out of the Services; provided, however, Customer shall not be required to indemnify Diversified for claims where Diversified, its officers, directors, employees or agents are found to be solely responsible by final non-appealable judicial decision for such damages or losses based upon such entity's or person's willful misconduct or gross negligence.
16. **Warranty; Limitation of Liability:** Except as specifically set forth in LIMITED WARRANTY, Diversified makes no warranties whether express, implied or statutory, regarding the services and/or equipment provided under this agreement. to the greatest extent permitted by law, diversified specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, and those arising from a course of dealing, usage or trade practice. Diversified shall not be liable for any indirect, punitive, special, incidental or consequential damages arising out of this agreement.
17. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in Atlanta, Georgia, and the parties agree to submit to the jurisdiction of, and agree venue is proper in, the aforesaid courts in any such legal action or proceeding.
18. **Dispute Resolution:** In case of any dispute arising or related to this Agreement, Diversified and Customer, by mutual agreement, shall first attempt to resolve any dispute informally through mediation.

Mediation: Diversified and Customer shall submit the dispute to executives selected by each party (a maximum of two persons for each party). These executives shall meet as often as necessary to gather and analyze information relevant to resolving the dispute and shall negotiate in good faith. All proposals and information exchanged as well as discussions during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings. If no settlement is reached in the informal dispute discussions, either party may, within thirty (30) days from the date of a written communication that the informal dispute process was unsuccessful, give notice to the other party that the noticing party wishes to pursue formal mediation throughout arbitration.

Arbitration: In the event that the parties cannot amicably resolve a dispute or damage claim through mediation, the parties agree to resolve any such dispute or damage claim by arbitration. The arbitration proceeding shall be conducted in Atlanta, Georgia, in accordance with the rules of the American Arbitration Association then in effect with one (1) arbitrator to be selected by mutual agreement of the parties. If the parties cannot agree on an arbitrator, then the American Arbitration Association shall select an arbitrator from the National Panel of Arbitrators. The laws of the State of Georgia shall apply to the arbitration proceedings. The parties agree to initially split the costs of any arbitration, but the prevailing party, if any, is entitled to reimbursement for its portion of the arbitration fees. The parties agree that the arbitrator cannot award punitive damages to either party. The parties agree that such arbitration is fully binding and agree to be so bound by the arbitrator's findings. Judgment upon the award as rendered by the arbitrator may be entered in any court having jurisdiction.



19. **Assignment:** Neither party may assign this Agreement without the prior written consent of the other, though such consent shall not be unreasonably withheld. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
20. **Notice:** Any notices required or permitted under this Agreement or required by law must be in writing and must be either: (i) delivered in person; (ii) sent by registered mail, return receipt requested; (iii) sent by overnight courier, (iv) or sent by facsimile, each case forwarded to the appropriate address set forth below.

If to Diversified:

Name:

Title:

Address:

Email:

Ofc: (____) _____ - _____ Fax: (____) _____ - _____

If to Customer:

Name:

Title:

Address:

Email:

Ofc: (____) _____ - _____ Fax: (____) _____ - _____

21. **Non-Solicitation of Employees:** Customer agrees that during the provision of any Services as provided by Diversified under this Agreement and for a period of one (1) year after the termination of this Agreement, Customer will not solicit or induce, directly or by use of a third party, any employee of Diversified leave his/her employ with Diversified. If Customer violates this provision, Customer shall pay Diversified a fee equal to fifty (50%) of such employee's then-current salary at Diversified.
22. **Miscellaneous:** This Agreement is the entire and integrated agreement between Customer and Diversified with respect to the subject matter herein and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by authorized representatives of both Customer and Diversified. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid. This Agreement may be executed in one or more counterparts, including facsimile, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.



4.1 Diversified Limited Warranty

1. In addition to any other rights you may have, Diversified shall extend a one year (365 calendar days) limited defective equipment and workmanship warranty from the date of substantial or practical completion of the system installation or beneficial use of the system by the Customer whichever is first occurring, unless such period has been superseded by the purchase of a Diversified Service Agreement Package. Details describing our Service Agreement options are outlined in a separate document. Diversified's limited warranty shall cover defective equipment and defects in workmanship for installation work relating to but not limited to cabling, connectors, structural elements, mountings, equipment rack wiring and internal adjustments. Under the limited warranty, labor services will be provided at no charge. Defects in third party manufacturer equipment and/or installation or other services provided by the manufacturer are covered under the manufacturer's warranty and will be managed by Diversified during the limited warranty period. Product serial numbers must not be removed.
2. Diversified's limited warranty excludes coverage due to equipment or system abuse, neglect, alteration, lamps and bulbs, misuse including but not limited to: operating outside of environmental, user error, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Diversified or repair by a service facility other than those authorized by the manufacturer. If within the limited warranty period, we are contacted with a support request that falls under this limited warranty exclusion, time, travel and equipment for this and any subsequent visit required will be billed at our current labor Time & Material rates
3. All service support requests made after the expiration date of the limited warranty will be billed at our current labor Time & Material rates.
4. If a warranty in excess of 90 days is required by law in the country, state or local jurisdiction of system installation, Diversified shall extend the minimum warranty term required by applicable law. To the extent permitted by applicable law, any implied warranties, guarantees, terms or conditions, replacement components last only during the term of the limited warranty. Some local jurisdictions, states or countries may not allow limitations on how long an implied warranty, guarantee, term or condition lasts, so this limitation may not apply.
5. Diversified's limited warranty gives specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.
6. If any provision of Diversified's limited warranty is legally invalid, the limited warranty shall endure except for the invalid provision. However, if a court determines that any provision is invalid, the court may limit the provision, delete specific words or phrases, or replace the invalid provision with one that is valid and that comes closest to expressing the intent of the invalid provision.
7. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DIVERSIFIED SHALL NOT BE HELD LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM A BREACH OF WARRANTY. SPECIFICALLY, DIVERSIFIED IS NOT RESPONSIBLE FOR ANY COSTS SUCH AS LOSS OF PROFITS OR REVENUE, LOSS OF DATA, BUSINESS DAMAGE OR OTHERWISE. SOME LOCAL JURISDICTIONS, STATES OR COUNTRIES MAY NOT ALLOW A LIMITATION ON SUCH DAMAGES, SO THIS LIMITATION MAY NOT APPLY.



Warranty Service Process

1. All new equipment provided by Diversified includes each manufacturer's full warranty from the date of Customer invoice. Diversified shall address all manufacturer warranty requirements as "Depot" (Return-to-Base / RTB) service only. Under Depot service, Customer ships equipment to an authorized factory warranty repair center. Diversified will act as liaison between Customer and manufacturer and assist with Return Materials Authorization (RMA) logistics support. Labor relating to defective equipment is covered for 365 days under this limited warranty and can be extended through the execution of a Service Level Agreement. All other time, travel and equipment for this and any subsequent visit required will be billed at our current labor Time & Material rates
2. Diversified shall respond to warranty support requests (via phone, email or on-site) during the normal working hours of 8a – 5p local (Customer site) time Monday - Friday, except recognized holidays. Service required outside of normal working hours shall be billed at current labor Time & Material rates for overtime work. Diversified will make every effort to address such issues within 72 hours after notification.
3. Upon arrival for warranty support, Diversified will expect access to the system and equipment. To avoid additional charges, please contact us 24 hours in advance if delays in access are to be expected. If our Technician arrives to a scheduled appointment and cannot gain access to the system or equipment to affect a proper diagnosis or repair, we will bill the service call for time, travel and equipment for this and any subsequent visit required at our current Time & Material rates.
4. If it is required that equipment be removed for repair, we will make every attempt to minimize the impact on the system operation while the unit is being repaired. However, it is not possible to guarantee any level of system operation. Loaner equipment is not included in our limited warranty or Service Agreements.



5 Proposal Acceptance

Please review this Proposal for accuracy and if you agree, please sign below and return a copy to Diversified, keeping a copy for your records.

For ASHE COUNTY

For Diversified

Authorized Signature

Authorized Signature

Printed Name

Printed name

Date

Date

Email Address

Purchase Order Payment

Purchase Order No.

AP/Billing Contact

Delivery Site Address

AP/Billing Contact Email

Billing Address

AP/Billing Contact Phone

ACH / Wire Instructions

Please contact Diversified's Treasury Dept at 888.727.6274 to confirm bank account information.

Account #: 3666013

Domestic ACH / Wires Routing: 071000288

Int'l Wires SWIFT Code (BIC): HATRUS44

Remittance Address

Lock Box Address

One Diversified, LLC

Lockbox, PO Box 95330, Chicago, Illinois 60694-5330

Overnight To

Conduent c/o BMO Harris LBX 95330

141 W. Jackson Blvd, Suite 1000

Chicago, Illinois 60604



One Diversified LLC
37 Market St., Kenilworth, NJ 07033

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