

Retail Sales Agreement



Reference Number: 1445409
Date: April 16, 2026

Joliet City Square - AV background music system

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FORTÉ
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COMPANY

Joliet, City of
150 W. Jefferson Street
Joliet, IL 60432

Contact: Amanda Dite
Phone: (815)724-3931
Email: adite@jolietcity.org
Account Number: JCO002

PROJECT SITE

Joliet, City of
150 W. Jefferson Street
Joliet, IL 60432

Contact: Amanda Dite
Phone: (815)724-3931
Email: adite@jolietcity.org
Account Number: JCO002

INVOICE TO

Joliet, City of
150 W. Jefferson Street
Joliet, IL 60432

Contact: Amanda Dite
Phone: (815)724-3931
Email: adite@jolietcity.org
Account Number: JCO002

COMMENTS

Please note the scope listed below.

PRODUCTS AND SERVICES SUMMARY

Equipment	\$314,073.00
Integration	\$229,969.00
PRO Support	\$4,500.00
Shipping & Handling	\$6,200.00
Tax	\$0.00
Grand Total	\$554,742.00

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

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

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

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

INVOICING AND PAYMENT TERMS

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

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

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

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

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

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

TAXES AND DELIVERY

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

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

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

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

FORTÉ

Company

Signature

Printed Name

Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

<u>Description</u>	<u>Qty</u>	
Performance Bond	1	
Sub-Total:		\$2,200.00
IT Room		
Q-SYS Core Processor with 24 local audio I/O channels, 160x160 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual Ethernet ports for network redundancy pl	1	
Q-SYS 10.1 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	1	
Q-SYS UCI Viewer App	1	
8-Channel 500W/CH Q-SYS Network Amplifier, Lo-Z, 70V, 100V direct drive, FlexAmp, with Mic/line Inputs, 100-240V.	3	
RACKMOUNT PC	1	
Network Streamer & DAC	1	
Four Input 1RU Rackmount Audio Monitor	1	
Active Monitor Speaker with Dante	1	
High Density Flex Enclosure, 4U, 12-Port	1	
Fiber OS2 HD Flex LC Splice Cassette Loaded	6	
HD FLEX LC SPLICE CASSETTE OS2 6XLC DUPLEX PRELOAD 900UM STD INCLUDES 12 PIGTAILS	2	
Audinate AVIO-A-2IN-EB Dante AVIO Install 2-Channel	1	
MULTI RX 174MHz - 2.0GHz	1	
ADPSM 4 Channel License	8	
AD BP 470-616 MHZ	8	
Cardioid Condenser Lavalier Microphone with 4 (1.2m) attached cable, Belt-Clip Preamp with XLR, Rotable Tie Clip, Dual Tie Clip, Snap-Fit Windscreen	8	
Neoprene Backpack Belt Pouch for UR1, ULX1, SLX1, PGX1, LX1, SC1, T1G, T1, U1, UC1, and UT1 Backpack Transmitters	8	
Headset Cardioid Condenser Mic with Snap-fit Windscreen and TA4F (TQG) Connector	8	
AD HH 470-616 MHZ	8	
RECHARGEABLE BATTERY	20	
Rack Battery Charger. Compatible with Shure rechargeable batteries AXT910, AXT920 and SB900A.	2	
AXIENT Charging Module for SB900A Batteries	8	
RADOME COLOR ID KIT FOR AD2	1	
3SP ANODIZED DRAWER with Foam Insert for 6 wireless mics, fits 3U rack drawer	2	
OPTIX RF OVER FIBER SYSTEM - DUAL CH.	4	
Apple 12.9" iPad Pro M2 Chip (Late 2022, 512GB, Wi-Fi + Cellular, Space Gray)	1	
48PT M4350-24X8F8V MANAGED SWITCH	1	
NETGEAR Compatible 25GBASE-LR-S SFP28 1310nm 300m DOM Duplex LC/UPC SMF Optical Transceiver Module	6	
NETGEAR Compatible 25GBASE-SL SFP28 850nm 30m DOM Duplex LC MMF Optical Transceiver Module	4	
APC Smart-UPS SRT 3000VA LCD RM 120V with Network Card	4	
RACK SHELVES/BLANKS	1	
CUSTOM RACK SHELF	1	
INSTALL MATERIALS	1	
Sub-Total: IT Room		\$168,833.00
Green Space		
5.25" AS Series Surface Mount, Passive, Black	45	
PoleStar Pole and Column Speaker Mount Adapter, 75lb WLL	45	
Banding Kit for Poles and Columns	60	
4/5" AS and FS Series Universal Surface Mount Bracket, Black	1	

UniFrame Outdoor Pole Mount Safety Anchor	45	
40" Safety Cable, 60lb WLL	45	
P3737-PLE PANORAMIC 4X 5MP 20FPS, 360IR ILLUM. IP66/67 H.264 & H.265	25	
Aluminum Pole Mount for indoor and outdoor installations, for poles with diameter between 100-410 mm	25	
Outdoor-ready, powder-coated aluminum pole mount with 1.5" NPS thread for fixed dome pendant kits. I	25	
AXIS TP3832-E Dome Smoked	25	
Catalyst 9163E AP(W6E, tri-band 2x2,Outd	4	
Meraki 4/8/8 dBi Omni Dipole, N connect	20	
OPTIX RF OVER FIBER SYSTEM - DUAL CH.	1	
Weather Resistant IP-Rated Circularly Polarized Antenna for In-Ear Monitors and Wireless Microphones	4	
M4350-8M2V MANAGED SWITCH	6	
NETGEAR Compatible 25GBASE-LR-S SFP28 1310nm 300m DOM Duplex LC/UPC	6	
SMF Optical Transceiver Module		
Smart-UPS SRT 2200VA RM 120V with Network Card	6	
All-Purpose Mic Stand Ebony	6	
Adjustable Height Desktop Mic Stand 8-13 inch Ebony Finish	6	
Sub-Total: Green Space		\$143,040.00

Integration

Meetings
 Project Management
 Programming
 In Shop Fabrication
 Testing and Acceptance
 Training
 Integration Cables & Connectors
 Union On Site Integration
 Travel Expense
 Engineering and Drawings

Sub-Total: Integration **\$229,969.00**

Total: **\$544,042.00**

PRO SUPPORT:

<u>Description</u>	<u>Qty</u>	
90 day post install System Support Agreement	1	
		<u>\$4,500.00</u>

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

INTEGRATION SCOPE OF WORK

A. SUMMARY: The City of Joliet will be converting a 1.3-acre parking lot site into the Joliet City Square bringing a gathering place to downtown Joliet. The project includes a background music system & two amphitheater venues, one large mainstage with two (2) AV hubs and one Library stage with one (1) AV hub in the smaller park space. The background music system will include speakers, security cameras, wireless access points, and wireless mic antennas mounted on lamp posts throughout the Green space. Cabling for this system will run through three (3) outdoor hubs. The venues will support a wide range of musical acts, city events (Tree Lighting, Pumpkin Festival, etc.), and rentals from touring acts. This scope of work is for the background music system only. The venues will be completed in another phase of the project. As part of this submission, FORTÉ will provide 90 day post installation warranty support. Additional support may be purchased separately.

B. SYSTEM DESCRIPTION:

Background music, security camera, & wireless systems

Background Music Loudspeaker System:

- Loudspeakers: A pair of marine grade speakers, mounted to 20 lamp posts throughout the Green space. (Total of 40 speakers)
- Amplification & Processing:
- Atlas Loudspeakers
 - Each loudspeaker is passive, powered from remote amplifiers located in the parking garage IT closet AV rack. The amp rack will use the provided power and distribute audio and power to each pair of loudspeakers via a single cable.
 - The amplifiers have onboard processing, which will be used to fine tune the system.
 - As part of a 2nd phase of work, when operating in Stage Performance Reinforcement mode, the system shall incorporate appropriate signal delay processing to ensure consistent coverage and proper time alignment across all speaker zones.
 - The system shall support flexible routing of multiple audio sources to accommodate varying programming and venue requirements.
 - A digital sound processor will be provided and serve as the primary audio mixer for the background music system. Processor located in the parking garage IT closet AV rack. The DSP will be connected to the Control VLAN and to the Dante VLAN to ensure secure and reliable system operation.
 - Audio sources to include:
 - Eight (8) wireless microphones
 - Media Player
 - De-embedded audio from video router (FUTURE)
 - Analog inputs converted to digital from three (3) outdoor hubs, three (3) AV hubs, and IT closet.
 - Emergency Alert System (TBD)
 - Audio destinations to include:
 - Loudspeaker system throughout Garden space
 - Analog outputs converted from digital at three (3) outdoor hubs, three (3) AV hubs, and IT closet.
 - Joliet Community Television (JCTV) Press Feed Box can be connected at any of the three (3) outdoor hubs or three (3) AV hubs.
 - Rack room confidence monitoring
 - Each source and destination feed shall have independent, selectable audio mixer control and monitoring capabilities, including visual audio level metering and speaker confidence monitoring.

Security Cameras:

- Cameras: A single panoramic 4x5 multidirectional dome camera, mounted on 25 lamp posts throughout the Green space and surrounding area. (25 cameras total)
 - The City of Joliet will provide IP Addresses for each camera and network switches with SFP fiber uplinks for the three (3) outdoor hubs. City of Joliet will also be responsible for final configuration and security camera system functionality

Wireless Systems:

- Wireless Access Points: A wireless access point on the AV control VLAN, mounted on 4 lamp posts throughout the Green space. Cabling for 12 locations will be installed but only 4 access points will be installed.
 - Access points will provide wireless touch panel control of the system throughout the Garden space.
 - The control system will have a touch screen interface in the IT room, as well as utilizing the Q-SYS Control App (iOS) for control from the Green space on an iPad.
 - The control system user interface will do all routing necessary for facility needs. The interface will also have audio metering on all inputs and output zones throughout the facility.
 - The AV rack touchscreen in the parking garage IT closet will serve as the primary control interface for system operations. The controller will provide routing control for all required signals and include an intuitive audio mixer interface for managing input and output levels.
 - IPAD Control to mimic the Control System Touchscreen Interface, for control from the Green Space

- Wireless Microphones: New 16 channel wireless microphone system and associated components operating in the Shure G57 frequency band. Four (4) antenna locations with RF to fiber kits will provide coverage throughout the Green space.
 - Four (8) belt pack & four (8) handheld microphones
 - Cardioid lavalier microphone & headset condenser microphone four (8) each
 - Eight (20) rechargeable batteries and two (2) rack mount charging docks
 - Rack drawer with foam insert for microphone storage in parking garage IT closet AV rack
 - Provide six (6) each, Atlas MS-10CE All-Purpose Three-Piece Epoxy Mic Stand with 10-Inch Base - 35-Inch to 63-Inch, Black and Atlas DS7E Adjustable Height 8-13in Desktop Mic Stand, Black.

Engineering PC:

- Engineering Computer: Owner furnished PC to support system configuration, monitoring, and maintenance. The computer will be rack-mounted and paired with a 1U rack-mounted KVM console featuring a 17-inch monitor and integrated keyboard.

Networking:

- Network Switches: Seven (7) new network switches for AV control, Dante, & City-provided internet for the three (3) outdoor hubs, three (3) AV hubs, & the IT closet. Three (3) owner furnished network switches for the three (3) outdoor hubs.
 - The IT closet will have one (1) Netgear switch with eight (8) Netgear compatible 25GBASE-LR-S SFP28 1310nm 300m DOM Duplex LC/UPC SMF Optical Transceiver Modules for the 6 remote switches, and eight (8) Netgear compatible 25GBASE-SL SFP28 850nm 30m DOM Duplex LC MMF Optical Transceiver Modules for connectivity to the owner furnished City Switches. Configure this switch for City-provided Internet service, the Control VLAN, and the Dante VLAN to ensure secure, reliable, and efficient system operation.
 - The three (3) outdoor hubs & three (3) AV hubs will each get a Netgear switch with SFP+ Transceiver, 10GBase-LR for single mode 9/125µm fiber. Configure these network switches to support City-provide Internet service, the Control VLAN, and the Dante VLAN, ensuring secure, reliable, and efficient system operation.
 - Install, and terminate one (1) owner furnished Cisco C9300-48U-E and populate the provided SFPs in the IT closet rack. The City of Joliet IT staff will configure this switch for City-provided Internet service, and Security Camera VLAN needs.
 - Install, and terminate three (3) owner furnished Cisco C9200CX-12P-2X2G and populate the provided SFPs in the three (3) outdoor hub enclosures. Connect Axis security cameras to this switch. The City of Joliet IT staff will configure this switch for City-provided Internet service, and Security Camera VLAN needs.

Battery Backup:

- APC Smart-UPS On-Line 3kVA, 2U rack-mount unit (120V) with eight (8) NEMA 5-20R outlets and one (1) NEMA L5-30R outlet. The UPS shall provide battery backup and power conditioning for equipment installed within the three (3) AV racks to ensure continuous and reliable system operation.
- APC Smart-UPS On-Line, 2200VA, 2U rack-mount unit (120V) with six (6) NEMA 5-20R outlets and one (1) NEMA L5-20R outlet. The UPS shall provide battery backup and power conditioning for the security camera network switches and the AV network switches in the three (3) outdoor hubs, FOH, and backstage enclosure at Main and Library stages to ensure continuous and reliable operation.

Cabling

Fiber termination, testing, & certification:

- As part of an existing construction contract, the General Contractor shall furnish and install 24-strand single-mode fiber cabling originating from three (3) outdoor hubs. In addition, twelve (12)-strand single-mode fiber cabling shall be installed to the IT Room to support the future video wall system and provide an internal fiber pathway for interconnection with Joliet City Hall.
- All fiber optic cabling originating from three (3) outdoor hubs, shall be routed to and coiled within a 36x36x12 outdoor junction box mounted on the parking structure. The Audio Video Systems Integrator shall be responsible for the final fiber pulls, routing, termination, testing, and certification from the outdoor junction box to the AV racks located within the IT Room. All remaining conduit and pathway infrastructure shall be provided and installed as part of the upcoming construction contract titled Joliet City Square – Ottawa Street Parking Garage Building Modifications.
- The AV Contractor shall furnish and install CommScope Z-024-DZ-8W-FSUBK 24-strand single-mode fiber cabling originating from three (3) AV hubs and be responsible for the final fiber pulls, routing, termination, testing, and certification from the AV hubs to the AV racks located within the IT Room. All remaining conduit and pathway infrastructure shall be provided and installed as part of the upcoming construction contract titled Joliet City Square – Ottawa Street Parking Garage Building Modifications.
- The IT closet rack will use the Panduit HD Flex Fiber Enclosure 4 RU, 12 Port FLEX4U12 with the HD Flex LC Splice Cassette, OS2, 24 Fiber Discrete Pigtail FHS9N-24-10P to terminate all the fibers strands from the 6 remote outdoor enclosures, and a HD Flex LC Splice Cassette, OS2, 12 Fiber Discrete Pigtail FHS9N-12-10P for future video wall and internal City fiber connections. Provide fiber jumpers from Cassettes to terminal equipment.
- For the three (3) outdoor hubs & three (3) AV hubs the Audio-Video Systems Integrator will terminate the 24 fiber strands to an enclosure using the Panduit HD Flex Fiber Enclosure 1 RU, 6 Port FLEX2U06 and HD Flex LC Splice Cassette OS2, 24 Fiber Discrete Pigtail FHS9N-24-10P. Of the twenty-four (24) fiber strands, twelve (12) shall be reserved for data networking, and twelve (12) shall be dedicated to audiovisual systems, terminated on a custom rack-mounted fiber termination panel. The Audio-Video Systems Integrator will provide appropriate fiber jumpers from the fiber cassettes to all terminal equipment.
- The overall system design shall allow for Phase 2 expansion, including provisions for additional fiber runs and sufficient physical space, pathways, and capacity to accommodate future fiber termination, patching, and system growth.
- The Audio-Video Systems Integrator shall test and certify all installed single-mode fiber optic cabling prior to system acceptance. Testing shall include visual inspection, continuity and polarity verification, bi-directional insertion loss testing, and OTDR testing.

- Insertion loss and OTDR testing shall be performed at 1310 nm and 1550 nm wavelengths using calibrated test equipment. All test results shall comply with applicable TIA/EIA and IEC standards. Connector end-faces should be inspected and cleaned prior to testing.
- Electronic test reports, including insertion loss results, OTDR traces, and pass/fail status for each fiber strand, shall be submitted and approved prior to system acceptance. Any fiber links failing to meet performance requirements shall be corrected and retested at no additional cost to the Owner.

Speaker Termination:

- As part of the upcoming construction contract, the general contractor shall furnish and install four-conductor, 16 AWG stranded, twisted, and shielded speaker cabling to each of the twenty (20) designated lampposts. Cables shall be coiled and secured within an 8-inch x 6-inch x 4-inch junction box, mounted to the lamppost access plate for termination by the Audio-Video Systems Integrator. Cabling shall be routed through the three (3) outdoor hub enclosures and coiled at a 36x36x12 outdoor AV enclosure adjacent to the parking structure. The Audio-Video Systems Integrator shall then complete the final cable pull and termination from the outdoor AV enclosure to the IT Room AV racks.

Camera Termination:

- As part of the upcoming construction contract, the general contractor shall furnish and install Category 6A, UTP, 4-pair, 23 AWG, Gel-Filled, Black, Category 6A Premise Horizontal Cable (500 MHz) from the three (3) outdoor hub enclosures to each of the twenty-five (25) designated lampposts. Cabling shall be coiled and secured within an 8-inch x 6-inch x 4-inch junction box, mounted to the lamppost access plate for termination by the Audio-Video Systems Integrator. Cabling shall be routed to an owner furnished network switch stored in each of the three (3) outdoor hub enclosures using a fiber uplink to the IT closet.

Wireless Access Point Termination:

- As part of the upcoming construction contract, the general contractor shall furnish and install Category 6A, UTP, 4-pair, 23 AWG, Gel-Filled, Black, Category 6A Premise Horizontal Cable (500 MHz) from the three (3) outdoor hub enclosures to each of the twelve (12) designated lampposts. Cabling shall be coiled and secured within an 8-inch x 6-inch x 4-inch junction box, mounted to the lamppost access plate for termination by the Audio-Video Systems Integrator. Cabling shall be routed to an AV network switch stored in each of the three (3) outdoor hub enclosures using a fiber uplink to the IT closet.

Wireless Microphone Antenna Termination:

- As part of an existing construction contract, the general contractor shall furnish and install the needed RF Cable from the four (4) designated lampposts to the appropriate outdoor hub enclosures. Cabling shall be coiled and secured within an 8-inch x 6-inch x 4-inch junction box, mounted to the lamppost access plate for termination by the Audio-Video Systems Integrator. Fiber extenders will be provided to extend the RF signal from the appropriate outdoor hub enclosures to the IT closet.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration
- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *FORTÉ is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

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

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

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

- All Network configurations, including IP addresses, are to be provided, operational and functional before FORTÉ integration begins. FORTÉ will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, FORTÉ Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

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

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

G. KNOWLEDGE TRANSFER (TRAINING)

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

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

H. FORTÉ INTEGRATION SERVICES RESPONSIBILITIES

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

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

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

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

SYSTEM SUPPORT

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

Customer Care is the most comprehensive and flexible of all our managed service packages. We can apply our expertise and our proven support processes to support your ecosystems. FORTÉ will deliver our offered entitlements in a tiered workflow model that provides support cases at an entry level for initiated incidents. From there, FORTÉ will follow an ITIL based model for remote remediation and on-site dispatch, as necessary.

SYSTEM SUPPORT AGREEMENT COVERAGE

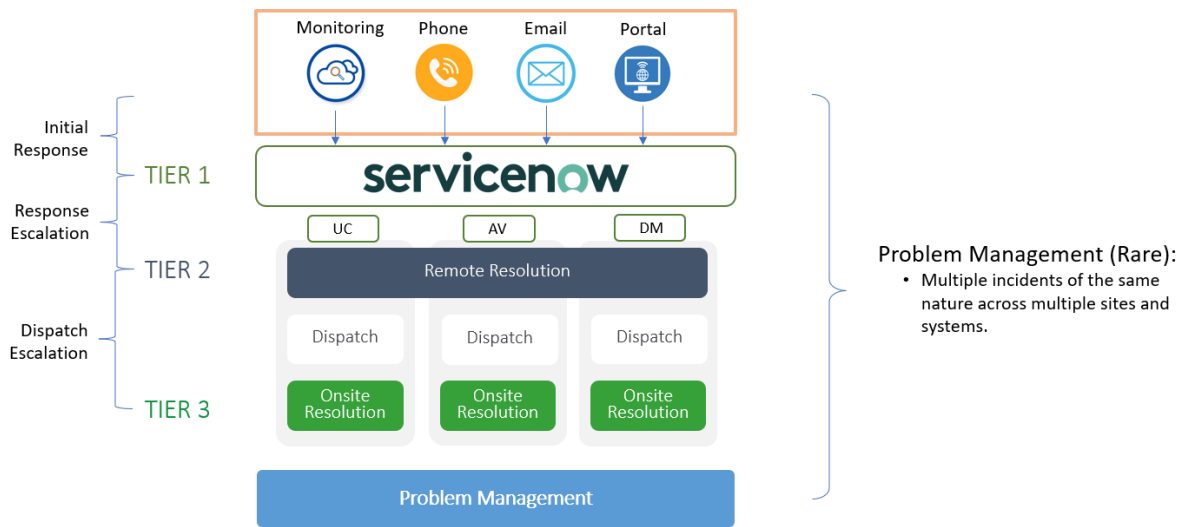
FORTÉ will perform the services below for covered systems:

90 day Support Entitlement Coverage		
Entitlement	Definition	Included
Incident Management	Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	Remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes
Onsite Support	Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	Advanced replacement of failed hardware components under warranty as available.	NA
Software Update Assistance	Labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training	User training to cover general operation of the system and how to contact FORTÉ for support as scheduled.	Yes
System Health Checks	Perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	NA

SYSTEM SUPPORT WORKFLOW

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

1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
2. Incident is logged in ServiceNow and triaged (Tier 1)
3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)
 - a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
4. Dispatch Escalation and Resolution (Tier 3)
 - a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

8 x 5	FORTÉ will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)
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FORTÉ ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

TIER 1 SERVICES:

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

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

TIER 2 SERVICES:

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

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

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

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

- Room repair and configuration changes.
- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).

- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

PROBLEM MANAGEMENT:

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

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

CONTACTS

FORTÉ Service team can be reached by:

- National Support Phone: 800-488-4954
- email: support@ourforte.com
- Portal: Contact your local FORTÉ representative for instructions.

SYSTEM SUPPORT DEFINITIONS

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

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

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

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

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

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

SYSTEM SUPPORT TERMS

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

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

Systems Support Terms are in addition to FORTÉ's General Terms and Conditions of Sale.