

COMMUNITY ROOM AUDIO SYSTEM

6/30/2026



VISIONALITY
DESIGNS THAT COMPUTE
RICHARDSON, TEXAS

PREPARED FOR:

NORTH RICHLAND HILLS, CITY OF

MARY PETERS

KORBIN REEVES

TECHNOLOGY CONSULTANT

KORBIN@VISIONALITY.COM

(972) 598-1727

KR052626B-02

**THIS QUOTE IS VALID FOR 30 DAYS
SUBJECT TO TERMS ON PAGE 5**

THANK YOU FOR ALLOWING VISIONALITY TO SUBMIT THIS PROPOSAL

With over a quarter century of experience, Visionality is a trusted provider and integrator of audio-visual systems for business, education, government, and healthcare sectors. We take the time to consult with each customer to design and implement custom solutions that meet their specific needs. Additionally, we provide support and training to ensure systems operate smoothly and staff can maximize their use.

We partner with all major manufacturers, including Cisco, Crestron, Extron, QSC, Panasonic, Poly, Samsung and many more. As a full-system integrator, we can create custom collaborative environments tailored to our customers' needs and budgets, incorporating displays, projectors, screens, direct view LEDs, furniture, and more.

We take our customers' needs seriously. This proposal aims to capture your requirements and translate them into a functional system. If you have any questions or suggestions to better align our proposal with your needs, we are happy to work with you.

A handwritten signature in black ink that reads "Howard Barnett". The signature is fluid and cursive, with the first name "Howard" and last name "Barnett" clearly distinguishable.

Howard Barnett, President Visionality

STATEMENT OF CONFIDENTIALITY

This proposal is the work product and intellectual property of Visionality (Designs That Compute) and remains the exclusive property of Visionality. It has been provided to **North Richland Hills, City of** solely for the purpose of offering products and services to **North Richland Hills, City of**. The details of this proposal must remain confidential between the personnel of **North Richland Hills, City of** and Visionality. This proposal may not be shared with third parties without the express written consent of Visionality.

CORPORATE MISSION

Visionality partners with its customers to foster effective communication and strengthen relationships, ensuring results that meet or exceed expectations.

Founded in 1985, Visionality has been at the forefront of technological innovation. As an audio-visual integrator specializing in video communications, we collaborate with leading industry manufacturers to provide our customers with the latest advancements at competitive prices. Our primary focus is on understanding and addressing our customers' unique needs, working closely with them to design the best possible solutions for their specific applications.

OUR VALUE PROPOSITION:

VISONALITY OFFERS A UNIQUE SET OF SKILLS

LONGEVITY

Visionality was incorporated in 1985. We are seasoned providers and integrators of audio-visual technology with hundreds of customers.

DIVERSITY OF PRODUCTS

We offer numerous products that provide unique value to our customers. By understanding North Richland Hills, City of's needs, we utilized a combination of these vendors to create the optimal design in this proposal.

CONVERGENCE OF A/V AND IT

Visionality knows that the converged AV and 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

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 ensure 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.

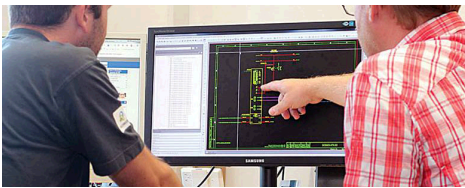
OUR PROCESS

FROM DESIGN TO IMPLEMENTATION, TRAINING, & SERVICE



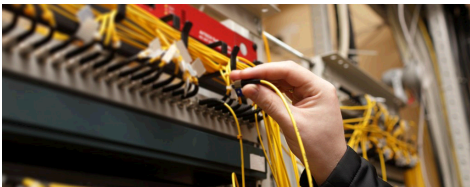
CONSULTATION

At Visionality, we believe that each customer is unique, and therefore, each design should be tailored to their specific needs. To achieve this, we conduct thorough consultations with every customer to fully understand their individual requirements and the layout and properties of the location where the audio-visual technology will be implemented.



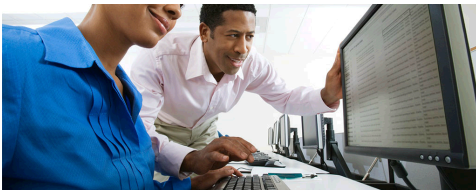
DESIGN

With a deep understanding of the customer's needs and the environment in which the technology will be used, Visionality creates tailored designs for optimal technology utilization. Our experienced designers hold manufacturer certifications and are Certified Technology Specialists, a prestigious industry designation.



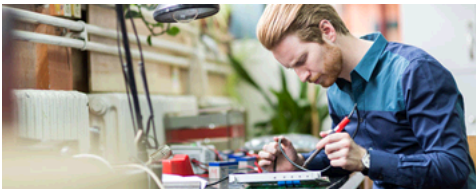
IMPLEMENTATION AND PROGRAMMING

Once the design receives customer approval, our well-trained implementation team will bring it to life. They will ensure that all equipment is installed according to the design specifications. Our programmers will also ensure that the software functions properly and meets the customer's satisfaction.



TRAINING

Training is a crucial component for the success of any project. Visionality ensures that customers receive the proper training to maximize the use of their new equipment and software. We are committed to answering any questions and providing documentation and training guides as needed.



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.

COST AND PRICING INVOLVING TARIFFS

To help streamline the purchasing process and avoid delays, we may have included a Tariff Contingency Allowance in this quote. If we have, this line item, clearly identified, reflects 25% of the Equipment Price and is intended to cover any potential manufacturer-driven price changes between the time of quote and receipt of your Purchase Order (PO).

We want you to be able to move forward with confidence, knowing the quote can be approved and a PO issued, while understanding that pricing on certain items may be subject to change. We always invoice at approved DIR or TIPS rates, and this allowance is only used to cover any verified increases in part pricing.

If you prefer a quote without the contingency allowance, we're happy to provide one. However, please be aware that if pricing changes after the original quote and before we receive the PO, we'll need to reissue the quote and wait for an updated PO. This can potentially lead to delays and repeated adjustments if pricing continues to shift.

Length of Quote

This quote is valid for 30 days, provided the cost of goods has not changed due to a tariff adjustment. If there is no Tariff Contingency Allowance in place, any tariff change that negatively affects the price will invalidate the quote. If a Tariff Contingency Allowance is in place and a tariff change exceeds this allowance, the quote will also be invalid.

References

 Plano <i>City of Excellence</i>	The City of Plano Visionality has been a valued partner of The City of Plano as they look to standardize and modernize their AV Systems across the city. Conference Room, Training, and Multi-Space Systems.	Johnny Garcia The City of Plano 972-941-5357 johnnyg@plano.gov
 KTC Kiamichi Technology Center	Kiamichi Technology Centers Visionality has recently completed several AV projects for KTC. These projects range from computer labs, divide/combine classrooms, seminar spaces, and large presentation spaces.	Larry Cravens Kiamichi Technology Centers 918-465-2323 lcravens@ktc.edu
	Dallas County Visionality has completed and is in the process of working on various projects with the Dallas County Courts System. Visionality has completed over 3 million plus of AV Projects with Dallas County over the last 3 years.	Jorge Garcia Dallas County Courts AV Specialist 214-502-0576 jorge.garcia@dallascounty.org
 Texas Department of Public Safety	Texas DPS Visionality has completed various projects for TX DPS including multiple Training Rooms, Conference Rooms, and EOCs across the State of Texas.	Joe Amaya IT/Telecom Specialist 512-424-7062 joe.amaya@dps.texas.gov
	City of Fort Worth Visionality has completed a variety of AV projects for Fort Worth including training rooms, conference rooms, Real Time Crime Center, and Fusion Center	Capt. Jeff Keck Capt FT Intelligence Exchange 817-392-1765 jefferson.keck@fortworthtexas.gov

Introduction

North Richland Hills

City Hall Community Room

Microphone and Camera Streaming System



Executive Summary:

Visionality has been requested by the City of North Richland Hills (NRH) to provide a proposal for updating the Audio System in the Community Room at City Hall in North Richland Hills TX.

Visionality presents the following estimate for programming, supply of required equipment listed herein, and installation of a commercial audio video system.

This document defines the role of Visionality and establishes a basis of agreement engaging Visionality in the delivery of the systems for all named locations and the equipment provided in the detailed quote herein.

***The acronym OFE as referenced in this document refers to "Owner Furnished Equipment", meaning equipment provided by NRH or others. All electrical power, network connections (unless specified), backing/support for displays/projectors, and network wiring required for proper operation of the equipment listed herein is to be provided by NRH or others unless specified. All required in-wall boxes provided by VIS and installed by NRH or others unless specified. All required replace acoustic tiles provided by NRH or others. All required conduit and floor boxes are provided by and installed by NRH or others unless specified. Any modifications to OFE or new Furniture provided by NRH or others. All wiring pathways are provided by NRH or others. Cable and/or Satellite (or other OFE Source Equipment) Feeds along with OFE Cable/Satellite Boxes (including Off-Air Antenna(s)) provided by NRH or others. All video conferencing software is provided by (except for Cisco software included with the purchase of Cisco Equipment), installed by, managed by, and serviced by NRH. All required Cisco Webex Users' Licenses provided by NRH or Others. All soft-codec video conferencing applications provided by and configured by and maintained by NRH or others. All required network switches and network software modifications provided by NRH unless specified. All Digital Signage Software, Content, Network Connections, and Management provided by NRH or others. All stand alone and air-gapped Control System network connections and wiring provided and configured by VIS unless specified. All service maintenance listed in the line-item estimate quote attached herein provides one (1) year of service maintenance. ***

Community Room Audio System Changes Functionality:

Room Overview:

Audio-Visual (AV) Connections:

- OFE Connections will remain as is currently functioning.

Display System:

OFE Displays will remain as they are currently functioning

Video System:

OFE Video System will remain as is currently functioning.

Control System:

System Control will remain as is currently functioning with the addition of adding controls for the new audio components along with OFE iPad or OFE Laptop audio control.

Audio and Audio Streaming System:

The Audio System will remain as is currently functioning with the addition of adding one (1) Digital Signal Processor, one (1) Ceiling Array Microphone, twelve (12) wireless discussion microphones, one (1) wireless handheld microphone, one (1) wireless transmitter with over the ear microphone, two (2) charging stations, and audio wall plate for recording audio on an OFE Mobile Recording System.

Rack System:

Visionality will incorporate one (1) OFE Equipment Rack to house most of the AV Equipment in the system. The rack will remain in the currently installed location.

System Details:

Control System:

- Visionality will incorporate and program one (1) OFE Crestron 3-Series Control Processor into the system. Current control functionality will remain as is with the addition of Audio Control of the wireless microphones, ceiling array microphone, and output to the OFE Mobile Recording System.

This device will add the following control:

- **Discussion Microphone Control Volume Level and Mute/UnMute Control**
 - **Wireless Microphone Volume Up/Down/Mute Control**
 - **Audio Output selection control and level control.**
 - **System Preset Control (two presets) Recall for room setup for Discussion System setup and Ceiling Microphone Array Setup.**
- The OFE Touch Panel will be updated to provide control of the new devices in the room and an iPad and/or OFE Laptop interface will be provided for control of the audio system when using the OFE Mobile Recording System.

Audio and Audio Streaming Systems:

- Visionality will provide, program, and install one (1) Q-SYS Core Digital Signal Processor Server (DSP). This device provides advance switching and mixing of the Audio Signals in the room. This device allows content audio to be professionally mixed with microphone audio while also allowing audio to be distributed to the in-room speakers. Independent level control will be provided for overall audio and microphone audio.

Visionality will provide professional audio tuning in the room using the software interface provided by this device.

Inputs

1. Room Content Audio
2. Discussion System Microphone Audio via Dante
3. Ceiling Microphone Audio via Dante
4. Wireless Microphone Audio via Dante

Outputs

1. Room Speakers
2. Audio Output for OFE Mobile Recording System via Dante
3. Audio Output for OFE Tascam Recorder

- Visionality will provide and install one (1) Shure Wireless Discussion System with twelve (12) Shure Wireless Discussion Units, twelve (12) Shure 20" Gooseneck Microphones, one (1) Shure Wireless Access Point Transceiver, and two (2) Shure Networked Charging Stations. The Wireless Conferencing Units include a 4.3" color touchscreen used for meeting information, speaker list, and voting. The units also include a built-in loudspeaker for audio playback of other speakers in the system. Speak and mute/function buttons on the units provide positive feedback when pressed and include LED status indicators. The Wireless Discussion Units microphones will be configured as a push-to-talk system and will allow for a total of eight (8) open microphones.



Image: Wireless Discussion Unit

- Visionality will provide, install, and configure one (1) Shure Wireless Microphone system with one (1) Wireless Handheld Microphone, one (1) Wireless Transmitter with Over-the-Ear Microphone, one (1) Wireless Antenna System, and one (1) Wireless Microphone Charger.

- Visionality will provide, install, and configure one (1) Shure MXA925W-S Intellimix Ceiling Array Microphone for use in soft-codec video conferencing sessions. This specialized microphone array delivers speech that's naturally intelligible, providing widespread coverage for audio conferencing needs of all sizes and allows users to use different seating configurations without having to move the microphone. This microphone will be used to record in-room audio from participants via the OFE Mobile Recording System.



Image: Shure Ceiling Array Microphone

- Visionality will provide and install one (1) Q-Sys Dante audio wall plate that will provide room audio output to the OFE Mobile Recording System.



Image: Q-Sys Dante Audio Plate

Installation Notes:

- Installation, testing, and training is expected to take about 2-3 days of uninterrupted time.
- OFE iPad or OFE Laptop control of the audio system will require one (1) OFE Network Connection to the Q-Sys Core 24f DSP.
- All required wiring pathways between the AV equipment in the room and the AV equipment in the OFE equipment rack to be provided by NRH or others. All required conduits are to be provided by NRH or others. Visionality will provide all cabling and installation of the cabling. Visionality will provide room layout locations of required wiring pathways conduits. Each display will require a wiring pathway from above the drop tile ceiling to a location behind the display.
- All OFE Equipment needs to be onsite and functional before onsite installation of the AV Equipment begins.
- All required OFE Recording Software provided, configured, and maintained by NRH.
- Visionality will place a lead technician onsite during the project, who along with Visionality's project manager, will manage communication, project progress, and issues.
- Commissioning engineer is to be onsite for commissioning and will be at least Avixa CTS certified, Biamp Tesira Certified, Q-Sys Certified, and Crestron programming trained through at least P201, and Shure Integrated Systems Level 2 certified.
- Included Silver Level Service includes phone and remote support M-F from 8am-5pm. Remote service requires onsite NRH personnel to provide connection to Air-Gapped AV System network switch.

Pricing good for 15 days.

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
This Quote is produced for the The Interlocal Purchasing System Contract #230105					
CITY HALL COMMUNITY ROOM AUDIO SYSTEM					
	<i>CONTROL SYSTEM</i>				
	<i>1x OFE Control System</i>				
	<i>AUDIO AND AUDIO STREAMING SYSTEMS</i>				
1.00	CORE 24f	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 plus two auxiliary Ethernet ports, two RS232 ports, 8x8 GPIO, 24 next-generation AEC processors, 1RU. Includes Scripting/UCI functionality.	\$5,830.00	\$4,664.00	\$4,664.00
1.00	SLDAN-16-P	Q-SYS Software-based Dante 16x16 Channel (8x8 Flows) License, Perpetual.	\$624.00	\$499.20	\$499.20
1.00	MXA925W-S	Ceiling Array, White, Square	\$5,000.00	\$4,250.00	\$4,250.00
1.00	MXCWAPT-A	Access Point Transceiver for US only; manages audio routing, frequency coordination, and system control for up to 125 wireless conference units; includes 10 DanteTM inputs/outputs and analog XLR inputs/outputs; requires Power-over-Ethernet. Includes paintable cover and wall/ceiling mounting plate.	\$6,241.00	\$4,161.33	\$4,161.33
12.00	MXCW640	Wireless Conference Unit with 4.3 inch color touchscreen for voting, interpretation channel selection, and conference information, integrated NFC ID card reader, chairman, delegate, listener, and ambient modes, integrated loudspeaker, 10-pin microphone connector, 2 3.5mm headphone jacks with volume controls. Includes SB930 rechargeable Li-Ion battery.	\$2,495.00	\$1,662.67	\$19,952.04
24.00	MXC420DF/C	Cardioid Dual-Flex Gooseneck Microphone (20 in/50 cm) with flexible top and bottom sections, bi-color LED, 10-pin connector, and foam windscreen, for MXC, MXCW conference units; black	\$345.00	\$227.63	\$5,463.12
2.00	MXCWNCS-US	NETWORKED CHARGING STATION, 10BAY SB930, US IEC POWER CORD	\$1,872.00	\$1,248.00	\$2,496.00
1.00	MXWAPXD2--Z1	Access Point/Charger/DSP - 2 Ch.	\$1,786.00	\$1,334.67	\$1,334.67
1.00	MXW2X/BETA58	Microphone - Handheld - BETA58 Cartridge	\$942.00	\$704.00	\$704.00

Visionality

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Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
1.00	MXW1X/O=-Z10	Microphone - Bodypack	\$812.00	\$605.33	\$605.33
1.00	MX153B/O-TQG	Omnidirectional Earset Headworn Microphone, Black	\$398.00	\$265.33	\$265.33
1.00	unDX2IO+	4x2 Channel 2 Gang US Dante/AES67 Wall Plate 2 Mic/Line In x 2 Out (XLR), Phoenix I/O, PoE (white and black faceplates included)	\$1,145.00	\$916.00	\$916.00
	1x OFE Goosneck Microphone				
	1x OFE Speakers and Amplifier				
	PORTABLE RACK AND STORAGE SYSTEM				
	1x OFE RACK				
1.00	RLNK-915R	15A,9 OUT,IP CTRL POWER	\$795.00	\$500.85	\$500.85
1.00	Rack, Display Mounts, Network Switches, and Rack Plates		\$3,310.86	\$2,089.86	\$2,089.86
1.00	Room Cabling and Materials		\$614.71	\$400.76	\$400.76
1.00	Project Professional Services and Programming		\$6,837.44	\$4,573.76	\$4,573.76
1.00	Installation, Integration, and Comissioning		\$7,381.48	\$4,798.06	\$4,798.06
SERVICE OPTIONS					
	Five (5) Years of Silver Level 8am-5pm Monday-Friday Phone Coverage with Remote Access if connection provided by North Richland Hills included in Line-Item Total.				
1.00	VS-SLS-1	Year One (1) Silver level provides the coverage needed to fulfill a customer’s basic service requirement. See attached descriptions. (1 Year)	\$5,096.37	\$3,312.64	\$3,312.64
1.00	VS-SLS-1	Year Two (2) Silver level provides the coverage needed to fulfill a customer’s basic service requirement. See attached descriptions. (1 Year)	\$5,350.37	\$3,477.74	\$3,477.74
1.00	VS-SLS-1	Year Three (3) Silver level provides the coverage needed to fulfill a customer’s basic service requirement. See attached descriptions. (1 Year)	\$5,452.37	\$3,544.04	\$3,544.04
1.00	VS-SLS-1	Year Four (4) Silver level provides the coverage needed to fulfill a customer’s basic service requirement. See attached descriptions. (1 Year)	\$5,554.37	\$3,610.34	\$3,610.34
1.00	VS-SLS-1	Year Five (5) Silver level provides the coverage needed to fulfill a customer’s basic service requirement. See attached descriptions. (1 Year)	\$5,656.37	\$3,676.64	\$3,676.64

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Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
			Total List		\$110,791.34
			Total Discounted Price		\$75,295.71
			Shipping		\$0.00
			Sales Tax		\$0.00
			Grand Total		\$75,295.71

Notes:

Please contact me if I can be of further assistance.

Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
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Visionality has prepared this proposal based on information provided by the customer and observations made during our site visit. Consequently, the proposal is limited to this information. There may be factors that were not disclosed or not seen by Visionality at the time of generating this quote. Visionality reserves the right to modify the proposal based on such factors.

Unless otherwise specified, all customer-furnished equipment (CFE) to be integrated within this proposal is assumed to be in good working order and loaded with the latest software release. If the proposal relies on existing wiring, pathways, or conduit, these are assumed to be functioning correctly and as per the diagram. Any issues encountered in integrating the CFE or using existing structures 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.

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Qty	Manufacturer Part Number	Description	Unit List Price	Discount Price	Total Price
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- Firewalls and routers will be configured with proper ports opened .
- 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.

Payments

To facilitate the early purchase of materials, prepayment is requested. If prepayment is not possible, payment is due immediately upon delivery of goods to the Visionality warehouse or the customer site.

Materials shipped to Visionality will be invoiced upon receipt. Visionality will provide serial numbers and proof of receipt for any received equipment. Materials drop shipped will be invoiced when tracking information shows when it has been received.

If the customer delays installation after goods have been received at the Visionality warehouse, the customer will pay for the goods and any shipping charges required to deliver the goods to the installation site, a mutually agreed upon secondary site, or the customer will pay for the goods and a storage fee at the rate of \$200 per pallet or equivalent per month, invoiced monthly

Payment for installation is due when the installation is substantially complete, meaning all work has been done and the equipment is operational. However, there may be some tasks remaining (e.g., bug list)

Drop Ship

If materials are drop-shipped to the site, the customer must notify Visionality when the equipment is received at the customer site and is responsible for immediately verifying that the equipment is received undamaged and no damage from shipping has occurred. If there are any concerns about the integrity of the equipment, the shipment should be rejected and pictures must be taken to document the damage. Any damage, including hidden damaged, not noted of the Bill of Lading (BOL) and Communicated with Visionality prior to acceptance, will be the responsibility of the customer. For any issues or questions regarding a shipment, Visionality needs to be contacted immediately.

It is the customer's responsibility to keep any received equipment in a secure area. The customer is responsible for any theft or damage to the material in their storage. The customer must deliver all equipment to the intended location at the time of installation.

Project Management Procedures

Each entity will appoint a designee as the prime project manager. These two individuals will ensure that the products are installed according to the project's specification. Any issues should be directed to these project managers. For instance, if there is a change in the room layout, it should be discussed between the project managers, and a change order should be written.

Status Reviews. Visionality takes project implementation seriously. Weekly status meetings with management are held during all phases of implementation to address issues early. Visionality Project Management is available to the customer for regular status meetings (via telephone or video) before installation begins. During the installation process, Visionality Project Management will be available daily to discuss the status and needs of the installation with the customer's designated representative..

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. The inability of key personnel attendance will not affect invoicing or signoff timelines, and additional walkthroughs will incur trip and/or change charges.

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

Except in the event of negligence or intentional misconduct on the part of DTC, 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 24 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, to the extent permitted by the Texas Public Information Act (TPIA). The parties acknowledge that DTC may consider this proposal confidential. If there is a request for this document under the TPIA or any other open records law, the Customer will notify DTC of such request in writing, and DTC shall respond to Customer within five (5) days of such notification whether it considers the proposal confidential. If DTC considers the proposal confidential, DTC shall submit any arguments and file any and all necessary objections to disclosure of the proposal. The terms and conditions of this Agreement, and any information related to expenses incurred by the Customer shall be considered public and subject to disclosure under the TPIA.

Notices for DTC shall be sent to:

Name: Richard Barnett
Title: Vice President
Address: 1778 N. Plano Rd #211b, Richardson, TX 75081
Email: richard@visionality.com
Phone: (972) 598-1717

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; fee 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.

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 many 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