

Customer Name:

Equipment Location(s):

On-Site Contact:

Billing Address:

Agreement Period: **Start:** xx/xx/xxxx **End:** xx/xx/xxxx

Purchase Order Amount: \$ _____

Customer Purchase Order Number: _____
(Attach a copy of PO to end of this Agreement)

DIR Contract Number: **DIR-CPO-4459**

Agreement Number: _____

I. COVERAGE

Onsite AV Service Partners, LLC will repair or arrange for the repair of YOUR (“Customer”) Covered Equipment as necessary when such repair is due to a MECHANICAL or ELECTRONIC BREAKDOWN or failure during the Agreement Period at a cost to YOU of the rate of MSRP minus 10% (or other negotiated contract rate). **Onsite AV Service Partners, LLC’s** agreement is subject to the satisfaction of all terms and conditions of DIR Contract No. DIR-CPO-4459. All repairs and replacements will be with new or like new parts and components as decided by **Onsite AV Service Partners, LLC**. (Covered Equipment is listed in detail in Exhibit A of this Agreement.)

II. WHAT IS COVERED

A. **Preventative Maintenance (PM):** Onsite AV Service Partners, LLC shall provide one (1) routine preventative maintenance visits, scheduled during the Covered Period of this Agreement. During each preventative maintenance (PM) visit Onsite AV Service Partners, LLC's authorized technician(s) shall perform the following services as they relate to the COVERED EQUIPMENT outlined in Exhibit A.

- Complete operational checkout of the system functions.
- Detailed inspection and testing of selected system components- technical review for component failure.
- Perform mock presentation test using full audio & video system capabilities
- Readjustment of levels, equalization of equipment settings as required to maintain or optimize overall system performance
- Reloading of system software, if required to restore functions or update code changes
- Open and clean all filtering systems: Professional cleaning of record / playback heads, screens, projector lenses and other critical surfaces, as needed
- Lubrication of moving parts as recommended by manufacturers
- Projection alignment.
- Color / Contrast balance
- Source synchronization -Mechanical and electrical adjustment of video projectors to previously established sources
- Identification and repair of faulty wire or connections in the system and identify any other operating conditions that are not within industry standards
- Detailed Service Reports (See Appendix B for sample report)
- Recommendations for any additional services and upgrades required

* If abnormal operating conditions outside industry standards are noted during a preventive maintenance call and the repair is not covered by this AGREEMENT as noted in Article IV, **Onsite AV Service Partners, LLC** will forward to Customer, either in written form or verbally, a description of the condition and a cost to repair.

B. **Parts Repair/Replacement:** All parts required for repair of COVERED EQUIPMENT are billed at a rate of MSRP minus 10% or other rate per **DIR Contract No. DIR-CPO-4459**. Except as excluded by Article IV of this AGREEMENT.

C. **Labor for Repair:** Telephone support and all on-site labor for repair of COVERED EQUIPMENT shall be free of charge for up to four (4) service visits, except as excluded by Article IV of this AGREEMENT.

On-site service hours for this Agreement are from 8:30 a.m. to 5:00 p.m. CST Monday through Friday. 24 hour Telephone Support is provided Monday through Friday. Work can be arranged outside of this timeframe with 24 hour notice and will incur an afterhours upcharge expense.

D. **Priority Response:** WE agree to have a technician on Customer's site within 72 hours of a request for service, if such time frame is requested by Customer and within the terms and conditions of DIR Contract No. DIR-CPO-4459 . Onsite AV Service Partners, LLC agree to respond to Customer's request for service by telephone within 8 hours of receipt of the request for service.

E. **Transportation of Parts and Equipment:** Customer will pay for transportation of COVERED EQUIPMENT from the EQUIPMENT LOCATION to Onsite AV Service Partners, LLC's shop for repair. Customer will pay transportation of equipment from the EQUIPMENT LOCATION or Onsite AV Service Partners, LLC's shop to the manufacturer, if manufacturer repair is required. Customer will pay for transportation of parts and components ordered in connection with servicing of the COVERED EQUIPMENT. Transportation will be provided by Onsite AV Service Partners, LLC staff or by commercial carrier. If shipped by commercial carrier, it will be shipped for ground delivery. Expedited delivery is also available, upon request. If Customer wishes

to have the parts expedited, Customer will be responsible for any charges for expedited or special delivery in accordance with Section 8.D in Appendix A of DIR Contract No. DIR-CPO-4459.

- F. **Charge for Loaner Equipment:** If service provided under this AGREEMENT cannot bring certain types of equipment to satisfactory operating condition within six (6) working days, a loaner unit of comparable functionality will be provided at Customer's request and expense. Loaner equipment will be provided for the following categories of equipment: Video projectors, computer interfaces, certain control processing hardware, lavaliers and hand-held microphones and amplifiers. Loaner equipment may not be an exact match to your existing equipment and may not be compatible with YOUR mounting systems or integrated remote control systems or other components of the system. This AGREEMENT does not provide for services mounting or connecting non-compatible loaner equipment to YOUR COVERED EQUIPMENT. Portable systems from OUR inventory shall be considered acceptable substitutes as loaner equipment. CRT, LCD, DLP and ILA based video projectors shall be considered interchangeable as loaner equipment. Equipment will be billed by daily and/or weekly loaner rates.

Customer agrees to be liable for the repair or replacement cost of the loaner unit due to loss or damage while the loaner equipment is in YOUR possession.

- G. **Confidentiality:** Confidentiality shall be handled in accordance with Section 5.E in Appendix A of DIR-CPO-4459.

III. CUSTOMER OBLIGATIONS DURING THE AGREEMENT PERIOD

- A. **Equipment Maintenance and Alteration:** Customer must provide Onsite AV Service Partners, LLC with reasonable access to the COVERED EQUIPMENT for scheduled preventive maintenance visits only as necessary for the performance of services under this contract. Customer may not alter, repair or modify the COVERED EQUIPMENT or wiring interconnections except as expressly directed by Onsite AV Service Partners, LLC service personnel. Customer must operate the equipment as detailed in the user operations manual provided by the manufacturer with the COVERED EQUIPMENT. Customer may not add equipment, components, wiring or other parts to the COVERED EQUIPMENT without written notification to and acceptance by Onsite AV Service Partners, LLC. Repairs to the covered equipment / systems that have been altered or modified without written notification to Onsite AV Service Partners, LLC, shall be billed at standard published rate set forth in Appendix C, Pricing Index of DIR Contract No. DIR-CPO-4459.

B. **In the Event of the Failure of a Covered Component.**

1. Within 72 hours of a service call Customer must coordinate an amicable time and date for Customer to provide Onsite AV Service Partners, LLC access to all COVERED EQUIPMENT that falls within our Onsite AV Service Partners, LLC regular business hours or request afterhours work (at additional expense). If such a time cannot be mutually agreed upon, Onsite AV Service Partners, LLC will schedule a service call to CUSTOMER EQUIPMENT LOCATION at the first available time beyond the initial 72 hour period.
2. Customer must allow Onsite AV Service Partners, LLC reasonable access to the COVERED EQUIPMENT during Onsite AV Service Partners, LLC service call for a length of time as required to repair the COVERED EQUIPMENT. Customer must allocate enough time (minimum 2 hours per visit) with the COVERED EQUIPMENT to troubleshoot, diagnose, and repair the COVERED EQUIPMENT.

IV. WHAT IS NOT COVERED

- A. Parts. Parts will be provided to Customer at a cost of list price minus 10% or contract price set forth in Appendix C, Pricing Index of DIR-CPO-4459;
- B. Force Majeure shall be handled in accordance with Section 11.C in Appendix A of DIR Contract No. DIR-CPO-4459;
- C. Failure caused by abuse, misuse, or negligence.
- D. Service required to diagnose Customer complaint, failure or perceived failure if no mechanical or electrical failure was found, or improper operation of COVERED EQUIPMENT;
- E. Damage to any displays caused by image “burn-in”.
- F. Video projector convergence problems caused by normal electronic fluctuations which occur between scheduled preventive maintenance;
- G. Control system or other software programming changes to facilitate control functions not available at the commencement of the AGREEMENT.
- H. Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by Onsite AV Service Partners, LLC and not specifically covered under this AGREEMENT.
- I. Inability of the Covered Equipment, due to the manufacturing design of a product or products or the integration of the system, to perform in a manner other than for what it was designed.
- J. Convergence of video to a multi-synchronous display device (i.e., video projector, video monitor, etc.) other than those that were converged for at the start of the AGREEMENT
- K. Any condition that existed prior to the start date of this AGREEMENT that would not have been obvious during a pre-inspection of the Covered Equipment.
- L. Transportation of hardware for repair.

V. TRANSFER OF AGREEMENT

- A. Assignment of this Agreement shall be handled in accordance with Section 4.E in Appendix A of DIR Contract No. DIR-CPO-4459. Termination of this Agreement shall be handled in accordance with Section 11.B in Appendix A of DIR Contract No. DIR-CPO-4459.

VI. COMMENCEMENT, EXPIRATION, RENEWAL AND CANCELLATION OF AGREEMENT

- A. On or before thirty (30) days following the start date of the **AGREEMENT**:
 - 1. **CUSTOMER** may cancel this **AGREEMENT** and receive refund of the full premium if no benefits have been received or if no service calls or telephone support has been provided to **CUSTOMER** by Onsite AV Service Partners, LLC.
 - 2. If benefits have been received or if service calls or telephone support has been provided by Onsite AV Service Partners, LLC, **CUSTOMER** may cancel this **AGREEMENT** for a refund less the cost of the service performed, based on the contractual rate schedule set forth in Appendix C, Pricing Index of DIR Contract No. DIR-CPO-4459.
- B. If the **COVERED EQUIPMENT** is not new and was not provided, installed or serviced by Onsite AV Service Partners, LLC, Onsite AV Service Partners, LLC reserve the right to inspect the equipment within thirty (30) days of the commencement of this **AGREEMENT** to determine if Onsite AV Service Partners, LLC wish to provide the services covered in this **AGREEMENT**. If Onsite AV Service Partners, LLC determine that the equipment is not operating correctly, properly, or requires service to bring the equipment to good operating condition, Onsite AV Service Partners, LLC will forward an estimate to Customer regarding the cost of such service. If Customer declines to have Onsite AV Service Partners, LLC perform the work required to bring the **COVERED EQUIPMENT** up to good operating condition within fourteen (14) days of the date of the estimate, Onsite AV Service Partners,

DIR-CPO-4459 Appendix D
SILVER SERVICE AGREEMENT

LLC may refund the full amount of the premium and cancel this **AGREEMENT** in accordance with Section 11.B in Appendix A of DIR Contract No. DIR-CPO-4459.

- C. Payment shall be handled in accordance with Section 8.J in Appendix A of DIR Contract No. DIR-CPO-4459.
- D. The **AGREEMENT** shall commence upon the receipt of a purchase order along with this signed **AGREEMENT**.

This is not a manufacturer's warranty or an extension of a manufacturer's warranty. This Service AGREEMENT may provide duplicate coverage while manufacturer's warranties are in force. This AGREEMENT is not an express, implied or general warranty and is not a condition of the purchase of the COVERED EQUIPMENT.

VIII.

Accepted for **Onsite AV Service Partners, LLC** by:

Accepted for _____ by:

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____