### CITY OF OBERLIN, OHIO

### ORDINANCE No. 15-42 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH SOUND COM SYSTEMS OF BEREA, OHIO THROUGH THE STATE PROCUREMENT PROGRAM, STATE OFFICE OF PURCHASING FOR THE REPLACEMENT OF THE AUDIO VISUAL SYSTEM IN COUNCIL CHAMBERS IN AN AMOUNT NOT TO EXCEED \$180, 350.50 AND DECLARING AN EMERGENCY

WHEREAS, the current audio visual sound system in Council Chambers is outdated and in need of replacement; and

WHEREAS, pursuant to Resolution No. 88-7 CMS, the City of Oberlin participates in a cooperative purchasing program under which it may participate in contracts made by the Department of Administrative Services for the purchase of supplies and materials without the necessity for competitive bidding as authorized under Section 125.04 of the Ohio Revised Code; and,

WHEREAS, a State contract for the purchase of audio visual equipment has been awarded to Sound Com Systems of Berea, Ohio, being Contract No. 80092, Index No. STS581.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with Sound Com Systems of Berea, Ohio for the purchase of audio visual equipment for Council Chambers in an amount not to exceed \$180,350.50.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operation of a municipal department, to wit: to install the new system as soon as possible in order to avoid disruption of future public meetings and shall take effect immediately upon passage.

		CERTIFICATE
PASSED:	1st Reading: August 17, 2105 (E) 2nd Reading: 3rd Reading:	Belinda Anderson, Clerk of Council, of the City of Oberlin, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance/Resolution No. 15-41 Access passed on the 17th day of 20/5 by said Council.  Clerk of Council

Page 2\_ Ordinanace No. 15-42 AC CMS

ATTEST:

BELINDA B. ANDERSON, MMC

CLERK OF COUNCIL

POSTED: 08/18/2015

H. SCOTT BROADWELL PRESIDENT OF COUNCIL

**EFFECTIVE DATE: 08/17/2015** 

### ORIGINAL

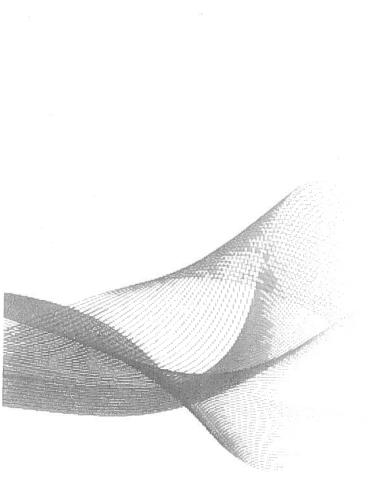


# **Custom Proposal**

August 14, 2015

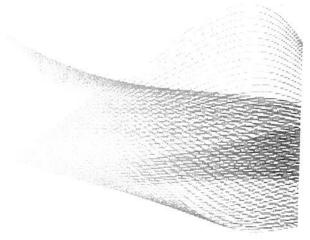
# Courtroom & Council Chamber AV System

Prepared exclusively for











August 14, 2015

Belinda Anderson City of Oberlin 85 S. Main Street Oberlin, OH 44074

RE: Courtroom/Council Chambers Audio Visual System Upgrade

Please accept this letter along with the additional information enclosed within this proposal as SoundCom Systems' A/V design for this important project. This is a valued opportunity for SoundCom and let me start by saying that we would like to earn your business.

We have been performing comparable work for over 40 years and are proud to call many of the region's top performing companies our clients. We have completed countless projects over the years including hundreds that integrate sound, video, and communications systems for a wide range of clients.

In fact, we have deployed a number of similar solutions for clients like Lorain County Courts, Summit County Common Pleas, Cuyahoga County Administration just to name a few of hundreds.

Our highly trained and certified staff is singularly focused on delivering world-class sound, video, and specialty communications solutions with an acute attention on quality and service.

On behalf of our over 125 full-time employees, I would like to personally thank you for the opportunity to earn your business and we look forward to discussing this project with you in greater detail soon.

Please feel free to contact us with any questions.

Sincerely,

Richard Threadgill SoundCom Systems



### **About SoundCom Systems**



For more than 40 years, SoundCom Systems has been providing cutting-edge sound, video, and communications solutions for businesses and institutions of nearly every size. With offices in Cleveland, Columbus, Pittsburgh, and Cincinnati, SoundCom has the knowledge, experience, and scalability to meet virtually any project scope and deadline with an attention to detail and focus on quality that is unrivaled in the industry.

Headquartered in Northeast Ohio, SoundCom is ranked among the top 25 systems integrations firms in the U.S. by Systems Contractor News, and has ranked among the top 50 since 2004.





As a full-service integration firm, SoundCom offers complete turn-key services for any project of any size. Services include:

- Consulting & Design
- Engineering & CAD
- Shop & Fabrication
- Project Management
- Installation
- Programming
- Training
- Technical Support

We're always open! SoundCom prides itself on providing our customers with world-class support before, during, and after the sale. Our service department is never closed delivering critical services to customers when it is needed most.



SoundCom's engineering and technical teams are some of the most experienced and well-trained in the industry. Our engineering department collectively has over 200 years of experience and our installation and service teams have an average tenure over 10 years with SoundCom and over 120,000 hours of available man-power annually. Our technical staff carries many of the industry's major certifications so you can be assured that your project will be done right and on-time.





















CISCO



### SoundCom Systems Custom Design Proposal

SoundCom is proud to present this proposal for the City of Oberlin Courtroom & Council Chamber AV System. This summary is intended to provide a simple and brief overview of our approach to the project and is supplemented with much more detailed information including a detailed narrative, scope definition, warranty and support details, and SoundCom's qualifications relative to this project along with other supporting documentation.

August 14, 2015

SoundCom Proposal #

55943

City of Oberlin

85 South Main Street Oberlin, OH 44074 Courtroom & Council Chamber AV System

Item
Courtroom & Council Chamber
Courtroom & Council Chamber

**Description**Audio and Video Systems Equipment
Audio and Video Systems Labor

Price \$135,576.00 \$35,287.00

All pricing is based on SoundCom's Ohio State Term Schedule Contract #80092, Index #STS581

PROPOSAL TOTAL

\$170,863.00

THIS PROPOSAL ASSUMES THE PROJECT IS TAX EXEMPT. CUSTOMER IS REQUIRED TO SHOW PROOF OF TAX EXEMPT STATUS.

**OPTIONS** 

item

Description

Amount

**Payment Terms:** 

30%

Down Payment due upon receipt of PO

60%

Progress Billed Based on Implementation of System

Invoiced with Net30 Day Terms

10%

Certification of System & System "Go-Live"

Invoiced with Net30 Day Terms

Proposal Originating Office

SoundCom Systems - Office

227 Depot Street

Berea, OH 44017 (440) 234-2604 Proposal Created By:

Richard Threadgill

Director, Sales

rthreadgill@soundcom.net

Ext. 1407

This proposal is subject to SoundCom System's Standard Terms & Conditions of Sale enclosed within this proposal and available online at http://www.soundcom.net/info/terms-conditions.asp

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### **Detailed Project Narrative**

#### **Solution Overview**

The City of Oberlin has a large multi-function space which serves as a Courtroom and as a Council Chamber which is equipped with audio visual equipment that no longer meets the needs of the City.

Working closely with City officials and after on-site assessment of existing technologies and infrastructure, SoundCom is pleased to present this proposal outlining the various upgrade needs to meet the needs of the City in this unique multi-use space.

This proposal includes several systems including projection/display, camera presentation, video conferencing, A/V routing & switching, room control and audio sound reinforcement with assisted listening. The pricing is based on SoundCom Systems' Ohio State Term Contract #800092, Index #STS581.

### Audio Visual System Upgrades

SoundCom proposes to design and install a highly flexible system designed to support very different types of meetings, based on the room use. This requires careful consideration of equipment, equipment placement, and particular attention on the overall control system so that the operation of the system is intuitive and easy to use.

### **Projection System Upgrades**

The projection/display system will include two (2) 6200 lumen high resolution NEC projectors WUXGA resolution (1920 X 1200). Each projector will be ceiling mounted and will project onto two (2) Draper wall mounted electric screens with 137" diagonal viewing surfaces along the two side walls of the courtroom.

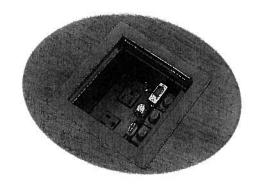
These screens are sized to be the main displays for evidence, instructions and other pertinent information to be displayed for the Judge, Defendant, Lawyers, Witnesses, Staff, Jurors and other attendees of the court proceedings.

There will be two (2) 55" and two (2) 32" displays in the 'overflow' areas outside the courtroom to allow for instructions and/or proceedings to be viewed by needed parties that cannot fit or are in route to the courtroom.

### **Audio Visual Source Equipment**

The Prosecution and Defense tables will each have table inputs in the form of Extron Cable Cubby 500s. These cable cubbies will have analog "VGA" with mini audio and digital HDMI interface connections for laptops, etc. that the lawyers can use to present evidence and other forms of digital information during court proceedings.

Each of the cable connections will manually recede and securely store inside the cable cubby so a connection cable is always available.



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An additional input plate will be provided and installed at the lectern location so a user could connect a laptop and display content from the lectern as well.



A Crestron AirMedia wireless presentation gateway will be provided and installed enabling any user in the room to display content from Wi-Fi enabled laptops, tablets and other devices, as the Judge deems necessary. This proposal assumes the AirMedia will reside on the City's existing Wi-Fi network and that City IT staff will work closely with SoundCom field technicians to configure this device on the network.

A new Epson document camera will be provided to allow evidence that is not digitized to be seen on the projection system. This will accommodate paper documents and other 3 dimensional evidence that needs to be viewed during a court proceeding and can be easily collapsed and stored when not in use.



Three new high definition robotic pan-tilt-zoom cameras will be installed in the courtroom in locations to provide the best angle shots for the various meeting types that will occur in the room.



This system will serve multiple important functions including capturing live proceedings for delivery to local broadcast affiliates or for streaming online (future), providing the human element of video conferencing sessions, and allowing audience and overflow participants to see the proceedings as they take place.

The video conferencing aspect of this solution is widely used to include off-site participants and for deposition of incarcerated people who have the need to be a part of a court case in a safe and efficient manner.

The cameras will be controlled in a number of ways. This design includes an easy to use and operate camera Vaddio ProductionView camera controller which provides a manual control of each camera during a high profile event when a dedicated camera operator is available.



The cameras can also be controlled by the Crestron control panel which can provide a certain level of automation. Each camera can have "presets" programmed, and these presets can be different for the various types of meetings in this space. Camera angles and positions may need to vary for courtroom proceedings, with or without a jury, council meetings, planning meetings, etc. and this design allows for easy setup and operation of the cameras.



### **Audio Visual Routing & Distribution**

A Crestron 16X16 DigitalMedia (DM) matrix switch will be installed in the A/V rack to accommodate the switching and distribution of all of the video content from the various sources to the projectors and displays.

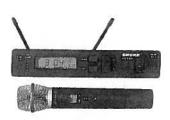
### **Sound Reinforcement System**

SoundCom will provide and install seven (7) new Shure 15" gooseneck desktop microphones on the dais. These microphones will allow the elements to be close to the user for good audio pick-up. These microphones will have a mute button and a LED indicator for visual microphone status.

There will be four (4) Shure 15" gooseneck microphones provided for the prosecution & defense tables as well. The long goosenecks keep the microphone elevated above the papers, laptops, etc. that can block the elements of smaller microphone types.



There will be a Shure 18" microphone provided for the Jury box.



There will be a wireless Shure microphone provided for the Lectern to give flexibility in the placement of this piece of furniture to accommodate various room configurations.

Three (3) wireless hand-held microphones will also be provided for general room use. An antenna distribution system will be installed by SoundCom to support all of these wireless microphones to support stable connectivity. All the wireless

microphone frequencies will be coordinated to minimize outside interference and all the antennas will be combined for a cleaner, more reliable installation.

A Biamp Tesira audio digital signal processor (DSP) server will be used to support the audio sources. This system allows for tuning of the room sound system to create a good audio experience for all participants in the space with high intelligibility. This DSP also has powerful acoustic echo cancelling (AEC) which is needed for audio and video conferencing. This proposal assumes the City of Oberlin will provide a standard analog phone line at the equipment cabinet location. If a VoIP interface is required, this is still possible, however additional engineering may be needed to properly integrate with a VoIP (SIP) phone system.

To meet ADA requirements, a Williams listening assistance solution with four (4) personal units will be included in this installation to service those hard of hearing.

These devices will be programmed to follow the overhead audio respecting any mute commands that may be given by the operator of the system. This package includes an ADA placard which can be displayed informing guests this system is available for their use.

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The speaker system will include a new Crown DCi4 series power amplifier to support two (2) Community speakers for the dais and six (6) ceiling speakers for the main room area. This will create even audio coverage that is clear for all of the meeting attendees no matter where they are sitting in the room.

### **Video Conferencing**

SoundCom will provide and install a new LifeSize 220 series high definition video conferencing codec with both IP and ISDN connectivity to enable high-quality and secure video conferencing sessions with a wide range of sites, including closed circuit municipal and government sites utilizing ISDN connectivity.

Any of the cameras in the room can be used for making video conference calls and any connected source can be shared during these calls with this solution.

Additionally, this proposal includes a Vaddio AVBridge which will allow the entire AV system to be used for non-traditional conference calls like Skype, Lync, WebEx, etc. where any camera and connected source can be shared using web-based/cloud collaboration. A dedicated PC, assumed to be provided by the City is required to enable this functionality.

### System Control & User Interface

In order to control the various functions of the video system, there will be a Crestron 3 Series Control System with an 8" wireless touch panel. This panel will rest in a quick-set docking station and can be operated in the docking station or can be removed from the docking station and can control the AV system from anywhere in the room.

SoundCom will create a custom interface to allow the room users to pick sources and display all the various types of content used in this room, make adjustments to the audio system for microphones and speakers, and control all of the source equipment to use the technology in the room easily and as needed.

SoundCom's certified Crestron programmers will work closely with City of Oberlin staff to develop the control system workflow to meet the specific needs of the City and the users of the system. This control system will have preset options like "council meeting" or "court session" which will automatically setup the room based on the event being run.

#### System Racks & Enclosure

Two (2) Middle-Atlantic A/V racks will be built by SoundCom to house all of the system head-end components. It will include a UPS for power back-up.

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### Scope Overview

Every project is unique and we strive to deliver clear definitions of scope for every project. Our project managers are highly trained to clearly understand where scope breaks occur between trades on any given project so that the installation runs smoothly and on time while keeping the customer accurately informed, removing any mystery about our delivery commitment.

For the City of Oberlin, Council Chamber & Courtroom AV System, SoundCom's scope is as follows:

ENGINEERING			cope is as follows:
format and are archived floorplan files (backgrout	red in AutoCAD and delivered in electronic (PDF) at SoundCom. *All D/C drawings require accurate nds) delivered to SoundCom in AutoCAD format (DWG ** Specialty detail drawings may require source files		
Functional	Engineered technical drawing(s) showing the schematic design of the system including device connections, signal types, and equipment parts.	SoundCom Systems	N/A □
Device & Cable* "D/C"	Engineered technical drawing(s) detailing the wiring and locations of all devices and equipment racks outlined on a floor plan		
Rack Elevation	Engineered technical drawing(s) detailing the layout of any equipment racks, cabinets, lecterns, etc.		
Plate Details	Engineered technical drawing(s) detailing any connection plates for the project to be installed in the field or on any equipment rack, including specific plate labeling		
Specialty Details**	Engineered technical drawing(s) detailing any custom or specialty work, including but not limited to custom mounts, rigging, console design, lectern layout, furniture, etc.		×
Trade Coordination	Engineered technical drawing(s) most often detailing conduit, rough-in, blocking, etc. requirements for the project for use by other trades in coordination with the system(s) being provided by SoundCom.		×
As-Builts	A complete set of all SoundCom engineered drawings reflecting the complete system as installed, which may have varied from the originally engineered set of drawings based on unique changes/adds/deletions during the installation period.	×	. 🗆
Documents			
All engineering documents	are delivered in electronic (PDF) format and are archive	d at SoundCom.	
Submittals	A complete set of data/cut-sheets for all primary/major pieces of equipment being supplied for the project showing brand/make & model along with the detailed technical specifications submitted prior to project deployment.		⊠
O/M's	A complete set of manufacturer's operation and/or owner's manuals for all primary/major pieces of equipment submitted during the closeout period of the project.	⊠ .	
	Notes and/or Exceptions		
None.			



Scope Overv	view						lo	ontinue
INSTALLATION								
Field Installation			SoundCom Systems	E.C.	G.C.	Owner	Existing	N/A
Demolition	Removal of any existing equipment and as specified and required for the projet wire and/or equipment to be reused m properly protected by others during de	ct. Any lust be lemo.	. ⊠					
Power	Provide power as specified at all requir locations including equipment racks an devices	ed d field						
Rough-in	Provide rough-in as specified at all requestions including equipment racks an devices, plate locations, floor boxes, et	d field c.				⊠		
Conduit	Provide conduit with pull string as spec required locations including equipment and field devices.	ified at all racks				×		
Backboxes	Backboxes as specified at all locations as required for the project	Provide Install				X X		
Floor Boxes	Floor boxes as specified at all locations as required by the project.	Provide Install						X
Table Interfaces	Specialty interface boxes and/or "cubbies" designed to accommodate AV cabling connections, and other cables including data and AC power.	Provide Cut Install				□ ⊠ □		
Lift/Scaffolding	If necessary, provide a lift and/or scaffor capable of safely reaching and lifting rec personnel and equipment to correct mounting/wiring positions	lding quired						
Provide Wire	Provide all cable for complete and funct system as required for the project.	ional	×					
Pull (Install) Wire	Pull (install) and tag (label) all cable for complete and functional system as requi the project and as directed by D/C drawi	ngs ,	×					
Blocking	Provide appropriate blocking and/or stru support for wall mounted equipment cal and/or specialty field devices like LCD fla large format speakers, projectors, etc. as specified and required by the project.	oinets t panels,				×		
Cutting & Patching	Cutting, patching, and painting of walls a ceilings, including ceiling tiles and grid.	nd/or						
Install Field Devices	Install all field devices including, but not necessarily limited to speakers, cameras, projectors, screens, displays, TV's, etc.  Exceptions? Yes No (if YES, see notes below)							
Install Field Plates	Install all connection field located plates a specified and required for the project.							
Install Headend	Install system headend which could include standing equipment racks, wall mounted equipment cabinets, plywood backboard mounted headends, etc.	de floor						
nstallation Notes	and/or Exceptions					· · · · ·		
Unless otherwise stated None.	in the proposal, all Installation work will b	e performed	d during norma	al busin	ess hours	, Monday ti	rough Frid	ay.

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Scope Ove	rvi	ew .						(cc	ontinued
SPECIALTY SER	RVI	CES							
Shop & Fabricat	tion	1		SoundCom Systems	E.C.	G.C.	Owner	Existing	N/A
1		The assembly of, and equipment loadi and all equipment racks, cabinets, lect podiums, and/or furniture as required project.	erns,	⊠				CXISCING	N/A
Rack Plate Fab		The fabrication and labeling of any cor plates to be installed in an equipment cabinet, lectern, podium, and/or furnit required for the project.	rack, :ure as	Ø					
Field Plate Fab		The fabrication and labeling of any con plates to be installed in the field includ and floor plates.	nection ing wall	×					
Setup & Program	nmi	<del> </del>							
System Configuration		Configure and setup system for proper as coordinated with customer and/or specifications	operation	Ø					
System Programming		Develop and test any custom system programming for proper operation as coordinated with customer and/or spec	ifications	Ø					
Wireless Presentation Gateway		Setup and configuration of wireless presentation gateway devices enabling connection of sources using Wi-Fi or other wireless technology.	Provide Install Config	⊠ ⊠ □					
Testing & Comm	issi			······					<u> </u>
Testing		Test complete system and verify operat meets specifications as required by proj Provide documentation of testing result	ect.	×					
System Commissioning		Verification of system functionality and completeness of system configurations software version verification operationa accuracy	including I	×					
Tune (EQ)		Tune system for optimum performance specified and/or as project requires.		×					
Configuration Backup		Backup and archive of all system prograr configuration settings, and setup files as specified and required by the project.	mming,	×					
Training						i			
On-Site Training		Provide on-site training with key custom personnel as specified and required by the project	ne	×					
Off-Site Training		Provide off-site training with key custom personnel as specified and required by th project	er ne						×
Online Training		Provide online training, either self-paced instructor-guided as specified and require the project.	ed by						
Training Materials Video Recording Quick Ref Guides  Training Manual		Provide comprehensive user training mat typically in electronic (PDF) format, as spe and required by the project.							
Specialty Services None.	No	tes and/or Exceptions							



# Scope Overview – Crestron Programming

The system(s) included in this proposal will utilize a custom built Crestron control system designed specifically for this application with custom graphics and functionality engineered for easy operation.



Keypads	CRESTRON CON	minimum inner i		
Crestron keypads are simple "Pard button" panels of various sizes and colors typically used in very simple room applications.   Touch Screen	Control Interfaces		SoundCom Systems	N/A
are completely custom built to meet the specific look, feel, and functionality requirements of the system.    Second   Part   Pa	Keypads	Crestron keypads are simple "hard button" panels of various sizes and colors typically used in very simple room applications.	Wali 🔲	
Wobile Device   Strongly recommends dedicating the mobile device to the system in most application uses.   PC/Mac	Touch Screen	are completely custom built to meet the specific look, feel, and functionality requirements of the system.	Tabletop 🔲	
Standard Programming Services  Control code written for video conferencing codecs (Polycom, Cisco, LifeSize, etc.). Typical control consists of a searchable directory, manual dialing, IR emulation (via tech page, privacy, and volume/mute controls.  Audio Conferencing Control code written for audio conferencing systems (Polycom, Cisco, Biamp, etc.) Control code written for audio conferencing systems (Polycom, Cisco, Biamp, etc.) Control code written for audio conferencing systems (Polycom, Cisco, Biamp, etc.) Control code built for controlling a DM switcher and/or control of a 3 <sup>rd</sup> party switcher. Typical control consists of "audio-follows-video" routing to displays in ether a room map or drop down list type of functionality.  Control code built for controlling fat panel displays, LED walls, and/or projector and projection sterens. All control of displays will be integrated into the system for automatic power on/off, input selection, scaling resolution, etc. depending on system operation requirements.  Source Equipment will be displayed on the control panel in lieu of control buttons.  In rooms with audio reinforcement, volume/mute controls of program (video) volume and speech (reinforced audio) are provided. Individual control of specific inputs are not typically provided as these functions are handled automatically in the audio system for "normal" operation.  Motorized Shades*  Recording &  Recording &  Control Code to a recording and/or streaming device or system. Typical control is to start, stop, or pause recording/streaming as well as display how much recording time and/or storage space is remaining.  Control code to operate a controllable lighting system. Typical control consists of emulating a local wall controller and includes four (4) preset lighting controls, and off.  Network Integration  Network Integration  Dedicated VIAN required for Crestron Control Systems that reside on a large company network.  POE REQUIRED? YES NO Control of Crestron Control Systems that reside on a large company network.  P	Mobile Device	strongly recommends dedicating the mobile device to the system in most application uses.	iPad     iPod/IPhone	
Control code written for video conferencing codecs (Polycom, Cisco, LifeSize, etc.). Typical control consists of a searchable directory, manual dialing, IR emulation (via tech page, privacy, and volume/mute controls.    Audio Conferencing		on connected desktop or laptop computer.		
Typical control consists of a searchable directory, manual dialing, IR emulation (via tech page, privacy, and volume/mute controls.   Control code written for audio conferencing systems (Polycom, Cisco, Biamp, etc.)   Control consists of manual dialing, privacy, and volume/mute controls   Control consists of manual dialing, privacy, and volume/mute controls   Control consists of manual dialing, privacy, and volume/mute controls   Control consists of manual dialing, privacy, and volume/mute controls   Control consists of manual dialing, privacy, and volume/mute controls   Control consists of manual dialing, privacy, and volume/mute controls   Control consists of manual dialing, privacy, and volume/mute control of a 3" party switcher. Typical control consists of "audio-follows-video" routing to displays in either a room map or drop down list type of functionality.   Control code built for controlling flat panel displays, LEO walls, and/or projector and projection screens. All control of displays will be integrated into the system and projection screens. All control of displays will be integrated into the system or automatic power on/ofi, input selection, scaling resolution, etc. depending on system operation requirements.   Control code to operate source equipment like Blu-Ray/DVD players, decoders, etc.   For sources that do not have control (such as laptop computers) a general message will be displayed on the control panel in lieu of control buttons.   Control code to operate acute of program (video) volume and speech (reinforced audio) are provided. Individual control of specific inputs are not typically provided as these functions are handled automatically in the audio system for "normal" operation.   Control of window shades. Typical control consists of blackout and solar shades in up to two (2) unique zones per room.   Control of window shades. Typical control consists of strain, stop, or pause recording/streaming as well as display how much recording the audio strain and/or storage space is remaining.	Standard Program			
Control consists of manual dialing, privacy, and volume/mute controls.  Control consists of manual dialing, privacy, and volume/mute control of a 3rd party switcher. Typical control code built for controlling a DM switcher and/or control of a 3rd party switcher. Typical control consists of "audio-follows-video" routing to displays in either a room map or drop down list type of functionality.  Control code built for controlling flat pane displays, LED walls, and/or projector and projection screens. All control of displays will be integrated into the system of rautomatic power on/off, input selection, scaling resolution, etc. depending on system operation requirements.  Control code to operate source equipment like Blu-Ray/DVD players, decoders, etc.  For sources that do not have control (such as laptop computers) a general message will be displayed on the control panel in lieu of control buttons.  In rooms with audio reinforcement, volume/mute controls of program (video) volume and speech (reinforcement, volume/mute controls of program (video) volume and speech (reinforced audio) are provided. Individual control of specific inputs are not typically provided as these functions are handled automatically in the audio system for "normal" operation.  Motorized Shades*  Control code of a recording and/or streaming device or system. Typical control is to start, stop, or pause recording/streaming as well as display how much recording time and/or storage space is remaining.  Control code to operate a controllable lighting system. Typical control consists of emulating a local wall controller and includes four (4) preset lighting controls, and off.  HVAC Systems*  Control code to operate a controllable lighting system. Typical control consists of emulating a local wall controller and includes four (4) preset lighting controls, and off.  Control code to operate a controllable lighting system. Typical control consists of emulating a local wall controller and includes four (4) preset lighting controls, and off.  Control code	Video Conferencing	Typical control consists of a searchable directory, manual dialing, IR emulation (via tech page, privacy, and volume/mute controls.	×	
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Audio Systems		switcher. Typical control consists of "audio-follows-video" routing to displays in either a room map or drop down list type of functionality.	×	
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Audio Systems   In rooms with audio reinforcement, volume/mute controls of program (video) volume and speech (reinforced audio) are provided. Individual control of specific inputs are not typically provided as these functions are handled automatically in the audio system for "normal" operation.  Motorized Shades*   Control of window shades. Typical control consists of blackout and solar shades in up to two (2) unique zones per room.  Recording & Control code of a recording and/or streaming device or system. Typical control is to start, stop, or pause recording/streaming as well as display how much recording time and/or storage space is remaining.  Control code to operate a controllable lighting system. Typical control consists of emulating a local wall controller and includes four (4) preset lighting controls, and off.  HVAC Systems*   Control code to operate a controllable HVAC system.	Source Equipment	For sources that do not have control (such as laptop computers) a general message will be displayed on the control panel in lieu of control buttons.	×	
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### SoundCom Systems Client List

### SoundCom Clients

Hundreds of the region's top performing companies have chosen SoundCom for their technology needs and we are proud to call all of these companies our clients. Below is just a small listing. Upon request, SoundCom can provide detailed references specific to this project.

#### SoundCom Clients



































































































### SoundCom 12 Month Warranty

Today's technology and communications systems are complex, often requiring careful integration of disparate hardware and software platforms from a multitude of manufacturers. SoundCom engineers carefully research equipment selection and work closely with manufacturers and our installation technicians to make sure every system functions as expected.

Our installation technicians are highly-trained, experienced, and carry numerous industry certifications meeting manufacturers' installation guidelines and our industry's demanding installation standards.

Many systems require custom software development and our programmers are some of the best in the industry, keeping up with the latest trends and platforms while delivering easy to use control interfaces our customers can rely on.

Because our engineering, installation, and programming teams consistently deliver world-class quality systems for our customers, we are proud to offer an **industry-leading twelve (12) month warranty** on all SoundCom provided equipment, materials, and labor, effective upon substantial completion of the project as outlined in our Standard Terms and Conditions.





Our service organization operates 24 hours a day, 7 days a week, 365 days a year to service our customers with mission and life-critical support systems and is staffed by our most veteran technicians trained to troubleshoot virtually any system and situation quickly minimizing downtime.

### **System Failure Classifications**

Severity Level	Description	On-Site Response Time
Level I Critical	Catastrophic or Total System Failure System is in a complete non-functional state	Within one (1) business day during normal business hours.
Level II Minor	Erratic, sporadic system performance. System is still functional, but minor problems exists.	Within two (2) business days during normal business hours.
Level III Routine	Routine system maintenance or fixes.  System is generally functional, however minor programming or firmware updates may be needed to resolve a system issue.	Within three (3) business days during normal business hours.

#### **Customer Service Hours**

While our service department operates 24/7/365, our standard service department business hours are, Monday through Friday (excluding holidays) from 8:00 AM to 5:00 PM EST.

Customers placing service calls during normal business hours will receive a phone response immediately or within two (2) hours. Customers placing after-hours service calls will be connected with an answering service who will contact an available on-call technician.

If classified as a Level I – Critical service disruption, the technician will call-back within two (2) hours and be on-site within four (4) hours\*. Unless specifically requested, Level II and Level III classified service disruptions placed during after-hours periods will be responded to the next business day.

\*After-hours emergency service is for Level 1 – Critical issues specific to life safety only.

Unless specifically outlined in a SoundCom Performance Maintenance Agreement, after-hours emergency service is typically limited to healthcare facilities with life-safety related systems.

To obtain warranty service, contact SoundCom's Service Department at +1 (800) 628-8739.



# **Performance Maintenance Agreement**

To supplement SoundCom's standard twelve month warranty, we are proud to offer comprehensive system Performance Maintenance Agreements (PMA) designed to maximize system uptime by proactively managing the critical components of each system.

SoundCom PMA's are ideal for mission critical systems allowing our customers to fully understand and manage their total cost of ownership while minimizing downtime and insuring their systems are always kept up to date with the latest software releases and bug fixes.

Our service department is staffed by our most senior and experienced technicians highly trained to troubleshoot and resolve system problems fast.

SoundCom PMA's include a number of enhanced services including:

- Priority Service Response
- Preventative Maintenance
- Regular System Training
- Software/Firmware Updates
- Remote Diagnostics
- Technology Refresh
- System Backup & Archive

- 24/7/365 Service Availability
- Equipment Repair/Replacement
- Loaner Equipment
- System Documentation Maintenance
- After hours Emergency Service
- On-Site Hot Spares
- Dedicated Staffing

In addition to custom agreements, SoundCom offers a number of pre-designed PMA's designed for virtually any project and budget with varying service levels and access based on the need.

These packages are available in one, two, and three year terms and can be renewed annually. Our Custom/Critical offering can even include advanced replacement of parts, on-site hot-spares, and dedicated staffing options.

	SILVER		PLATINUM
24/7/365 Availability			×
Priority Service			⊠
Documentation Maintenance		$\boxtimes$	×
Scheduled Maintenance		□ □	
Continued System Training		$\boxtimes$	×
System Backup & Archive		$\boxtimes$	
Parts Repair/Replacement	V.	- 1	×
After-Hours Emergency Service			⊠ ⊠
Loaner Equipment			⊠ <b>⊠</b>

# SoundCom can provide a PMA proposal upon customer request.



## SoundCom Systems Terms & Conditions of Sale

### FEES AND PAYMENT TERMS

- Prices and/or fees quoted by SoundCom are for acceptance within 30 days from above date of quotation and are subject to change thereafter.
- 1.2 Prices and/or fees quoted by SoundCom are inclusive of any taxes, levies, duties, or other governmental charges, shipping, and insurance unless otherwise specifically outlined within the quotation. If Customer is exempt from any tax, proof of exempt status is required prior to order acceptance.
- Any and all taxes, levies, duties and governmental charges or other charges of any nature, present or future, imposed on SoundCom or which SoundCom has a duty to collect in connection with the sale, delivery, or use of any Products and/or Services will appear as separate line items on the invoice.
- Customer understands that Customer may receive multiple invoices from SoundCom for the Products, Services and/or Support Services Customer ordered. Upon execution of each shipment and/or delivery of Products and/or Services, SoundCom will issue an invoice to Customer's address specified in the Purchase Order. Unless otherwise specifically outline within this proposal, SoundCom reserves the right to make partial shipment of products and/or services, rendering invoice(s) thereof.
- SoundCom's standard payment terms are net thirty (30) calendar days from the date of invoice unless otherwise specified in the Quotation/Proposal/Contract or otherwise agreed to in writing by the parties, regardless of when the Products and/or Services are placed into service or whether ancillary commissioning or related services have been offered or performed by SoundCom. In the event Customer fails to pay SoundCom's invoice in full in due time, SoundCom shall be entitled to suspend the performance of its obligations until Customer has paid all amounts due. All overdue payments shall also be subject to late payment interest at the rate of one and one-half percent (1.5%) per month from the due date until the date when all outstanding payments have been made in full. Customer agrees to pay any third-party collection expenses, including attorney's fees, incurred by SoundCom to collect any unpaid amounts. All payments shall be made in US dollars (\$USD).
- All payment terms are subject to prior credit approval by SoundCom. SoundCom may reject any Purchase Order, change its credit terms, suspend performance or cancel any accepted Purchase Order, in its sole discretion when, in SoundCom's reasonable determination, Customer's financial condition or record of payment so warrants.
- 1.7 SoundCom reserves the right to cancel or amend any accepted Purchase Order if for any reason it becomes unable to fulfill Customer's Purchase Order. In such case, notice of SoundCom's action will be promptly given to Customer. The amendment or cancellation will be deemed accepted by Customer unless rejected by Customer within ten (10) calendar days of the date of such amendment or cancellation. If customer chooses to reject the amendment or cancellation, SoundCom may terminate the related Quotation/Proposal/Contract or Statement of Work (SOW) without further liability.

### SHIPMENT, DELIVERY, TRANSFER, AND ACCEPTANCE

- 2.1 Title transfer, delivery and risk of loss shall be FOB ("Free on Board") Destination in accordance with Incoterms 2010 of the International Chamber of Commerce (ICC). Products are deemed accepted upon delivery to Customer.
- 2.2 SoundCom will schedule shipments based on Customer's requests and SoundCom's estimated shipping capability. SoundCom may make partial shipments unless Customer and SoundCom specifically agree otherwise.
- 2.3 SoundCom will not be liable for any delay or failure to deliver resulting from circumstances beyond SoundCom's reasonable control or circumstances which would cause SoundCom to incur unreasonable expenses.
- Once accepted by SoundCom, Customer is not entitled to cancel or amend any Purchase Orders. Notwithstanding the foregoing, SoundCom may (in its sole discretion) allow cancellation or rescheduling of any Purchase Order, in which case Customer shall pay to SoundCom a re-stocking or re-scheduling charge to be determined by SoundCom. The re-stocking or re-scheduling charge will vary by Product and/or services and will not constitute a waiver by SoundCom of any other rights it may have under law for such a cancellation or rescheduling.

#### LIMITATION OF LIABILITY

In no event shall SoundCom be liable for any incidental, indirect, special or consequential damages by reason of any act or omission or arising out of or in connection with the Products and/or Services or their sale, delivery, installation, warranty, maintenance, operation, performance or use, including without limitation any loss of use, lost revenues, lost profits, costs of capital, damage to associated products or equipment or to facilities, costs of substitute products, facilities or services, costs associated with downtime, costs of replacement power and similar or dissimilar losses, costs or damages. Furthermore, SoundCom's liability to customer for any claim or recovery of any kind hereunder shall in no event exceed the purchase price paid for the products and/or services and/or support services with respect to which such a claim or recovery is made. This limitation shall not apply to liability that by law cannot be so restricted.



3.2 SoundCom shall have no obligation of liability if the action or claim of infringement is due to (i) Customer's use of the Product in combination with other equipment and/or software other than the Product was intended or designed to be used with; (ii) Customer's modification to the Product or Product's installation without SoundCom's prior written consent; (iii) the use of third-party software and or control system programming modifications not documented prior to System/Product delivery/installation; (iv) any unauthorized use of the Product by Customer or any third party.

#### WARRANTY

- 4.1 SoundCom warrants to Customer that its installation of Products will be free from defects in materials and workmanship under normal authorized use consistent with the technical hardware specifications of the Products for a period of twelve (12) months from date of substantial completion (go-live). In the case of phased or segmented installations, the warranty period will be executed upon date of completion of each phase or segment regardless of when the overall project is completed.
  - All Rauland-Borg (Rauland) manufactured equipment and parts supplied and installed by SoundCom carry a five (5) year parts warranty, exclusive of labor, effective upon date of substantial completion (go-live). In the case of phased or segmented installations, the warranty period will be executed upon date of completion of each phase or segment regardless of when the overall project is completed. This warranty covers Rauland manufactured core components including control/switching equipment, power supplies, patient stations, sub-stations, and nurse consoles.
  - All Rauland Software products carry a one (1) year warranty effective upon date of substantial completion (go-live). In the case of phased or segmented installations, the warranty period will be executed upon date of completion of each phase or segment regardless of when the overall project is completed.
- This expressed twelve-month warranty is extended by SoundCom to the Customer and is not transferrable or assignable to any other party.
- 4.3 If any such Product proves defective under the foregoing warranty during the Product Warranty Period, SoundCom, at its option, will either (i) repair the defective Product without charge for parts and labor, or (ii) provide a replacement in exchange for the defective product. Replacement Products, parts and components may include reconditioned and/or materials in a like-new condition as determined and in conjunction with Product manufacturer's standard warranty policies.
- 4.4 SoundCom assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an authorized agent of SoundCom.
- 4.5 SoundCom will not be liable for any ancillary equipment not furnished by or installed by SoundCom which is attached to or used in connection with SoundCom provided and/or installed Products, and such equipment is expressly excluded from coverage under this warranty.
- 4.6 In order to obtain service under this Standard Limited Warranty, Customer must notify SoundCom of the alleged defect before the expiration of the warranty period by contacting the SoundCom Service Department during normal business hours. Upon notification, SoundCom will exercise reasonable commercial efforts to confirm the alleged defect and to determine whether the defect is a result of hardware failure. If defect is confirmed, SoundCom shall execute repair or replacement in a reasonable manner at no charge to the customer. If, however, SoundCom determines the allegedly defective Product is functional and in compliance with the technical specifications of the Product, then SoundCom reserves the right to charge the customer for problem diagnostics at SoundCom's then current, prevailing rates and all shipping charges, duties, taxes, travel and expenses.
- 4.7 Replacement and/or repaired Products, parts and components provided pursuant to this Standard Limited Warranty are warranted to be free from defects in materials and craftsmanship under normal authorized use consistent with the Product instructions for a period of ninety (90) days from shipment, or the remainder of the original Warranty period, whichever is longer, providing neither extends past the original Warranty period.
- This warranty does not extend to any defect, failure or damage caused by (i) use of the Products in a manner inconsistent with the Product instructions; (ii) use of non-SoundCom furnished equipment, software, or facilities with Products; (iii) failure to follow installation, operation, maintenance or care instructions; (iv) failure to permit SoundCom timely access, remote or otherwise, to Products; (v) failure to implement all new Updates to Software to the extent such updates are made available to Customer; or (vi) virus or malware that comes into contact with the Product after installation date. SoundCom shall not be obligated in any event, to reimburse Customer for service provided by personnel other than SoundCom representatives or to furnish service under the applicable warranty: (a) to repair damage resulting from attempts by personnel other than SoundCom representatives to install, repair, or service the Product; (b) to repair damage resulting from improper use or connection to incompatible equipment; or (c) to service a Product that has been modified or integrated with other products without SoundCom's prior written approval. It is expressly understood and agreed that the Products will be maintained at operational condition, taking into account its age and normal wear and tear and nothing herein obligates SoundCom to maintain the Products in new or like-new condition.
- 4.9 It is expressly understood that damage or defects as a result from Product use other than its normal customary manner are excluded. Damage or defects arising as a consequence of disasters including but not limited to acts of nature, wars, earthquakes, storms, fires, floods, destruction, explosions, riots, strikes, lock-outs, neglect, water, power surges/spike/loss or any other occurrences due to external influences such as improper power supply, improper storage, air conditioning, or other damages are excluded.
- 4.10 Products which have had the serial number altered and/or removed and/or made illegible are excluded from warranty coverage.



4.11 Consumable items such as batteries and projection lamps are not covered under this warranty.

#### APPLICABLE LAW

These Terms and Conditions will be construed and interpreted in accordance with the laws of the State of Ohio, without regard to principles of choice of law. Each of the parties consent the jurisdiction of the courts of the State of Ohio, United States of America.

#### NOTICES

All notices shall be given in writing and deemed effective upon receipt. Notices to Customer will be sent to the ordering office or other address as shown on Purchase Order. Notices to SoundCom should be sent to the SoundCom entity identified on the Quotation/Proposal/Contract.

#### USE OF CUSTOMER NAME

7.1 In consideration of the Products, Services, and/or Support Services purchased in pursuant to a Quotation/Proposal/Contract, Customer agrees that SoundCom may use Customer's name and logo to identify Customer as a customer of SoundCom on SoundCom's website, and as part of a general list of SoundCom's customers for use and reference in SoundCom's corporate, promotional, and marketing materials. Customer agrees that SoundCom may issue a press release identifying Customer as a SoundCom customer describing the nature of the Products, Services, and/or Support Services to be provided. The content of any press release using Customer's name will be subject to Customer's prior review and approval which will not be unreasonably withheld.

#### INTEGRATION

8.1 If Services and/or Support Services are purchased by Customer under a Quotation/Proposal/Contract, the applicable Statement of Work (SOW), description of covered equipment, or written agreement signed by authorized representatives of both parties identifying the Quotation/Proposal/Contract number, if any, shall be incorporated in and made Addenda to these Terms and Conditions. These Terms and Conditions are the complete and exclusive statement of the mutual understanding between SoundCom and Customer and superseded all previous written and oral agreements and communications relating to the subject matter hereof.

Client Acceptance

Sound Om Sight State

Company Name

Printed Name

Signature

8/20/15

Date

APPROVED AS TO FORM

Jon D. Clark, Oberim City Law Director