



**AUDIO VISUAL PROPOSAL
FOR: Mozilla
PROJECT: Can't Fail AV
AVIDEX PROJECT #: 120106**

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February 20, 2012

Aleksandr Milewski
Mozilla
650 Castro Street, Suite 300
Mountain View, CA 94041-2021

RE: Mozilla –Can't Fail AV, Mountain View CA, Avidex Project #120106

Dear Zandr:

In response to your request for audiovisual integration and support services for the Can't Fail Conference Room located in Mountain View, CA, Avidex offers the following proposal:

- ❖ Project Description
- ❖ Scope Execution
- ❖ Schedule
- ❖ System Implementation
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- ❖ Pricing Summary
- ❖ Payment Terms
- ❖ Authorization to Proceed
- ❖ Terms and Conditions

Please review this information and do not hesitate to call me if you have any questions. I can be reached at (510) 279-7165 or by email prafanan@avidexav.com.

I look forward to receiving your authorization to proceed and working with you on this exciting project.

Sincerely,



Peter Rafanan
Account Manager
Avidex

Project Description

Avidex will furnish and install audiovisual systems for Mozilla's Mountain View, CA offices. The project includes the Can't Fail, conference room.

Scope Execution

Can't Fail Conference Room

Display: A 55" diagonal LED/LCD monitor will be wall mounted displaying computer graphics and high definition video.

Display Inputs: A laptop inputs will be provided at the Conference Room table. A table monument with VGA, HDMI, Network and 3.5mm Audio cable will be provided. Table cut-out to be provided by owner.

Audio System: Up to four (4) flush mounted distributed loudspeakers support program audio sources and audio/video conferencing.

Audio Conferencing System: An integrated audio conferencing system will be installed including: rack mounted conference processor and up to four ceiling mount boundary microphones. Far-end audio will be heard through distributed speaker system. Conference calls will be initiated via the integrated control system.

Video Conferencing System: An integrated Vidyo video conferencing system will be installed including: rack mounted HD220 codec and wall mounted PTZF camera. Conference calls will be initiated via the integrated control

Control System: An integrated programmable audiovisual remote control system provides for simple, automatic operation of the presentation environment via a system processor located in the equipment rack.

A 7" Cable Cubby TouchLink touch panel is located at the conference table and will be used to adjust system volume and audiovisual functions. This system integrates control of the monitor, switching system, audio system and audio conferencing system. The custom graphical interface is icon based.

Support Equipment: Audiovisual electronic equipment is housed in owner-furnished free standing equipment rack in IDF closet. Equipment includes video/audio switcher, audio mixer/amplifiers, conferencing equipment, control equipment and related electronics.

Schedule

We anticipate completion of the project on the following schedule:

- | | |
|---|----------------|
| • Receipt of Purchase Order or Contract and Deposit | Schedule Start |
| • Equipment Procurement | [2] weeks |
| • System Installation | [1] week |
| • Programming, Testing, Adjustment, Training | [2] days |
| • Transition to Support | [1] days |

We will work with you to finalize a schedule that meets the implementation requirements of the project.

System Implementation

The integration process incorporates all of the necessary steps to provide a complete, "turn-key" audiovisual solution. Avidex will provide all of the necessary components and materials. Most importantly, Avidex will provide all of the necessary labor and services to complete the systems as explained within this document.

Avidex follows industry certified and documented processes have been proven successful in assuring each system will be installed as developed. In carefully following these processes Avidex is committed to providing a high level of communication. These internal processes assure each project is implemented, coordinated, installed and finalized properly.

The following describes our scope of work and project deliverables for Integration Services:

Project Management

- Responsible for client communication throughout the project duration.
- Coordinate all activities with designated client representative.
- Attendance at weekly construction meetings is not included in this agreement. Avidex will participate in meetings as required to complete the project and coordinate with other trades.
- Monitor project implementation.
- Provide scheduling for and oversight of the Avidex team.
- Coordinate project equipment ordering, staging and pre-installation fabrication of equipment for the project.
- Coordinate any site conditions that may necessitate audiovisual system changes.
- Coordinate with any general contractor and/or any specialty contractors related to the audiovisual system integration.
- Coordinate audiovisual system connections and interfaces as they relate to any lighting, electrical, or mechanical systems.
- Verify project completion.
 - Confirm completion of systems testing.
 - Assure completion of any punch list items.

Engineering

- Prepare all system documentation necessary for the installation of the project.
 - System functional diagrams.
 - Control system program requirements.
- Provide and implement control systems programming.
- Test and debug system.
- Oversee final systems testing and commissioning.
 - Adjust and balance system settings.
 - Mark and record final system settings.
 - Assure the finished system meets the design criteria and functions per the developed concept.

Control System Programming

- Create AV control system code.
- Design and create touch panel graphical user interface (GUI) pages.
- Test and debug control system.

Integration Labor

- Install all AV equipment.
- Site clean-up and trash disposal, etc.

- Assure that all installed systems are operating as proposed.
- Assist engineering with systems testing and debugging.

Project Documentation

- Prepare a project CD containing equipment manuals and computer-generated, as-built drawings. The documentation will include record drawings and manufacturers equipment manuals. These will be assembled and delivered on the day of training as an electronic copy on a CD. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer. Hard copies of the project documentation are available for an additional fee. (See Training and Documentation Section below)

Assumptions

- **Room Availability:** Rooms are to be made available for exclusive use on the day(s) of the scheduled installation. Unless specifically arranged in advance, room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. "Normal Business Hours" are defined as Monday through Friday, 8:00am to 5:00pm.
- **Electrical Outlets and Pathways:** Prior to Avidex beginning on site work, the Owner will provide all electrical outlets floor boxes, conduits and core drills in the area(s) where audiovisual equipment is to be installed as specified by Avidex. All new electrical work is to run on one phase. All power runs are to be clean and properly grounded. All electrical work is to be installed in compliance with all applicable electrical codes. If power is provided for a projector, it shall be run on a separate circuit dedicated for the exclusive use of the projector.
- **Structural Vibrations:** Jobsite building structures; including ceilings, walls and floors; used to support audiovisual equipment are assumed to be vibration free.
- **Furniture:** If there is furniture that cannot be removed prior to the time of system installation, Owner will provide adequate protective covering. If the furniture cannot be properly moved or covered, Owner will agree, by signing appropriate waiver, to allow Avidex to provide covering during our work in the room.
- **Parking:** Owner will provide adequate parking for vehicle(s) in a location conducive to access to the vehicle(s) for retrieval of tools and supplies throughout the workday. If such parking is within a secured facility, Owner will validate the parking tickets for the vehicle(s). Parking fees will be added to invoices.
- **Ceiling Tiles:** If installation occurs in any room in which suspended ceiling tiles are installed, Owner will provide a reasonable number of spare tiles of the same pattern and batch number as those of the tiles already installed in the room.
- **Merchandise Ownership/Storage:** Owner accepts responsibility for all merchandise, sold and provided for this installation; delivered to the job site and signed for by a representative of the Owner. Owner will provide secure storage for such merchandise. Avidex will not be responsible for any loss or damage, except loss or damage caused by an Avidex employee during the act of installation which occurs after delivery and acceptance by the client.
- **Existing Equipment/Wiring:**
 - **Documentation:** If this project entails installation and/or re-use of any existing equipment and/or wiring provided by the Owner, Owner shall, at Avidex request, provide any documentation which may be required to properly install and/or integrate that equipment into the new system.
 - **Good Working Order:** Avidex is not responsible for the integrity and/or good working order of any existing hardware and/or wiring which is designated to be included in this new system. If, during the installation process, such hardware / wiring is found to be defective, it is understood the

completion date of the project may be affected, and a change order may be required to overcome the obstacle(s) created by such defects.

- **Pre/Post-Tensioned Ceilings / Floors:** Owner shall identify the presence of any pre- or post-tensioned ceilings or floors within the area of installation. If Avidex is to be held responsible for the integrity of such pre- or post-tensioned ceilings or floors, they shall obtain, at Owner's expense, one or more x-rays of the area(s) in which mounting hardware is to be attached to structure of the building. Any expense incurred for x-rays shall be passed on to the Owner, in the form of a change order or a line item on the purchase contract.
- **Software Installation:** Avidex will not load software of any kind on Owner's computer.
- **Restocking Fees:** Any standard merchandise that has been ordered for the job, and is not used as a result of any customer changes to the design, or refused by the customer at the time of delivery will be subject to a minimum of 30% (of the sales price) restocking fees, plus any incurred freight charges. Any custom merchandise will be subject to a 100% (of the sales price) restocking fee, plus any incurred freight.
- **Delays/Postponement:** Should Avidex be delayed in the progress and performance of the work due to material changes, labor disputes, fire, unusual delay in deliveries, construction delays, project postponement, unavoidable casualties or other causes beyond Avidex control, the agreed upon time for completion shall be extended by change order. These change orders may also include charges to cover additional project costs incurred by Avidex due to the delay. Once the project has been delayed or postponed Avidex may invoice the Owner weekly 1% of the sales price for storage of any equipment and/or material that has been ordered specifically for the completion of the project, not yet delivered to the site, and present in the Avidex warehouse. Should the delay or postponement exceed 30 days Avidex may invoice for the full sales price of any equipment and/or material that has been ordered specifically for the completion of the project in addition to the weekly 1% storage charge.
- **Right of Revision:** Avidex reserves the right to revise this proposal based upon information obtained from subsequent site visits and/or other sources not available to us at the time that this proposal was prepared.
- **Freight:** Freight fees are estimated for ground freight service. Expedited freight, as required by the client, will be prepaid and added to invoices.

Work and Products Provided by Avidex

- All equipment, wire and accessories required for a fully functional audiovisual system.
- Non-union labor associated with engineering, installation, programming, testing and training labor associated with turnkey audiovisual systems installation.
- Systems Documentation including record drawings for the project and the manufacturer supplied owner's operations and maintenance manuals in an electronic form as recorded on a computer disk.
- Construction coordination and cooperation with other team members and organizations necessary for the installation of the system.
- One year Avidex New Systems workmanship warranty.
- User training on system operation.
- Software licensing – Where applicable, Avidex will provide the owner with full access to control systems and other software source code(s) that have been written specifically for this project. Any and all software program(s) or code(s) will be provided under a licensing agreement specifically limiting the modification, duplication and distribution of the software provided by Avidex to the specific use for which it was created. **Software License Agreement provided upon request.**
- This quotation is valid for 60 days. The scope and pricing may be modified by Avidex if this proposal is not accepted within 60 days.

- This quotation is based on an installation at the site address as indicated at the beginning of this proposal. Additional travel and other expenses may apply if the system as identified within this proposal is to be installed at an alternate work location.

Work and Products Provided By Others (Exclusions)

- The owner or the owner's architect will provide the Avidex engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in an agreed upon AutoCAD format at no charge to Avidex.
- Any and all related electrical work, including but not limited to 110VAC, conduit, core drilling, raceway and boxes. This includes all conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc.
- All network connectivity, routing, switching and port configuration necessary to support audio-visual equipment, unless specifically addressed elsewhere in this document.
- Voice and data cabling, including analog phone lines, ISDN lines, DSL lines, network ports, etc.
- Necessary sheet rock replacement and or repair.
- Necessary ceiling tile or T-bar modifications, replacement and/or repair.
- All millwork, moldings, trim, etc., or modifications to project millwork necessary to accommodate the installation of the audiovisual equipment unless otherwise noted in this proposal will be provided by others.
- Rough-in, bracing, framing, or finish trim carpentry for installation.
- Backing required to support wall mounted equipment including display, loudspeakers, camera, et cetera.
- Painting, patching or finishing of architectural surfaces.
- Core drilling and/or concrete saw cutting.
- HVAC, plumbing, sprinkler head and lighting fixture relocation.
- Ceiling, roof, firewall, and/or floor penetration(s).
- Removal or patching, of fire stopping.
- Structural welding, cutting, or reinforcement of structural steel members required for support of assemblies.
- Owner furnished equipment or equipment supplied by others to be integrated into the system(s), as described above, is assumed to be current industry acceptable equipment and in good working order. Equipment that is faulty upon installation or evidences an adverse effect on the system(s) may result in additional project charges.
- DMX, DSS or other outside signals. TV subscription services (cable and/or satellite), sign-up services, provision of TV signal distribution or set top boxes.
- Provision and configuration of computers.
- All applicable taxes or bonds related to the project.

Delivery

This project is anticipated to take approximately two weeks from receipt of a signed copy of this proposal and a duly executed and valid Purchase Order or an executed contract referring to the scope of work as defined within this document. This is not a guarantee of delivery or installation time. Actual delivery and installation schedules will be released after the receipt of Purchase Order and deposit payment.

Project work areas are to be made available for exclusive use by Avidex on the day(s) of the scheduled installation. Unless specifically arranged in advance, room(s) will be available during Normal Business Hours in eight (8) contiguous hour segments. "Normal Business Hours" are defined as Monday through Friday, 8:00am to 5:00pm. This access is necessary to allow for the effective and efficient use of resources on this project.

Training and Documentation

TRAINING

Training will be provided to operational and maintenance personnel at the end of the project. This training will provide the users with an understanding of daily system use. The provided training will consist of instruction and hands-on experience with the system.

DOCUMENTATION

The documentation will include record drawings and manufacturers equipment manuals. These will be assembled and delivered on the day of training as an electronic copy on a CD. The documentation will include any and all information provided to Avidex that comes standard with the equipment from the original manufacturer.

NOTE: Maintenance manuals for most electronic components are only available to factory certified and trained personnel. Maintenance Manuals are not included in final documentation.

OPTIONAL DOCUMENTATION

Optional documentation may be provided as required for additional fees. Optional documentation may include custom written operational manual(s).

Avidex New Systems Warranty

Avidex warrants the integrated system(s) furnished are free of defects in workmanship for a period of one year from the date of acceptance or date of first beneficial use whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled based on our availability of resources.

This warranty includes trouble shooting, uninstalling and installing of any equipment within the Avidex AV system except for the cost to service and/or repair Owner Furnished Equipment (OFE) or out of manufacturer warranty equipment. Avidex will broker and process the repair of that equipment at the standard Avidex fee rate.

Avidex Services Provided Under This Warranty

- Avidex will dispatch a technician during normal business hours (8AM to 5PM Pacific Standard Time, Monday - Friday) to troubleshoot the AV system problem based on our available resources
- Avidex will identify and uninstall the defective equipment and return such equipment to the manufacturer for warranty processing
- Avidex will reinstall the repaired or replaced equipment and test the system
- Avidex will pay the shipping costs associated with the repair of the equipment, except for Owner Furnished Equipment and/or out of manufacturer warranty equipment

Avidex Services Not Provided Under This Warranty

- Extend or provide additional repair services for manufacturer warranty coverage
- Repair of Owner Furnished Equipment
- Guaranteed on-site response time

- Before or after hours on-site response time
- Proactive support or preventive maintenance
- Training
- Spare or loaner equipment during equipment repair period
- Customer acts of negligence or misuse

Please contact the Avidex AV Help Desk at 800.497.7104 or avsupport@avidexav.com if you would like to log a system failure.

Maintenance & Support Agreement Options

There are three standard levels of maintenance support that are available. Please indicate which level of support you require.

PROGRAMS	AV HELP DESK	ON-SITE TECHNICAL RESPONSE TIME	PREVENTIVE MAINTENANCE
Premium	8 AM to 5 PM PT	8 Business Hours	4 Visits*
Standard	8 AM to 5 PM PT	12 Business Hours	2 Visits*
Baseline	8 AM to 5 PM PT	24 Business Hours	0 Visits*

*Indicates visits in one year

Avidex recommends the Standard Maintenance and Support Agreements (M&SA) for this system. While this system is fully warranted, the Avidex M&SA provides proactive and reactive support services which provide worry free operation of the system for one year. **Additional Maintenance and Support option details will be provide upon request.**

Pricing Summary

TOTAL EQUIPMENT COST – Including all products and services listed on Avidex Systems, Inc. Project number 120106, 2/20/2012 And issued to Mozilla.	\$36,826.00
INSTALLATION SERVICES - Including all engineering, off-site and on-site installation and wiring, coordination and supervision, testing, checkout, owner training performed on the owner's premises and Avidex Warranty. This proposal is based on the use of non-union labor for all activities.	\$15,276.00
STANDARD MAINTENANCE & SUPPORT AGREEMENT	\$1,879.00
CA ELECTRONIC WASTE RECYCLE FEE	\$16.00
SUBTOTAL	\$53,997.00
TAXES & SHIPPING – All applicable sales tax & shipping charges will be added to invoices	\$4,055.00
GRAND TOTAL	\$58,052.00

Payment Terms

This proposal is valid for 60 days.

Standard Avidex Payment Terms Follow:

- Monthly progress invoices due and payable according to standard net 30 day terms.
- Actual freight and sales tax to be applied at time of invoicing.
- Avidex reserves the right to charge for stored materials and/or equipment.

Authorization to Proceed – Integration Services

By my signature, I indicate that I have read and accepted, on behalf of my organization, the entirety of the above Scope of Work, and all of the Assumptions, Disclaimers, and Exclusions shown in this proposal, as they relate to the project known by the Avidex project number 110499, subject to the conditions which I note below my signature. Upon receipt of this signed document, a Purchase Order or Executed Contract, and deposit Avidex we will begin the implementation phase of this project.

Submitted: **Avidex Systems, Inc.**
Name: _____
Signature: _____
Date: _____

Accepted For: _____
Name: _____
Signature: _____
Date: _____

Integrated Systems Terms & Conditions

1. SCOPE OF PROJECT

In this document the term "owner" shall mean client. Avidex shall execute entire work described in the included proposal and/or quote concerning the owners' system integration. This project is based upon information provided by the owner. It is possible as the project progresses, additional hardware, equipment and labor may be necessary to complete the project. These additions will be considered change orders and be handled under the change order procedure contained herein.

2. AGREEMENT SUM and TAXES

The owner shall pay Avidex in current US dollars for performance of the agreement subject to additions and deductions as provided in this agreement.

The prices for equipment indicated in this agreement are subject to taxes, including but not limited to, sales, excise or use taxes. The Owner shall pay all sales, use, ad valorem, excise and/or others taxes imposed on either party other taxes imposed on income by virtue of this agreement. Avidex will invoice for all applicable taxes.

3. PERIOD AND PAYMENT TERMS:

Avidex will submit invoices for work performed on a monthly basis. The billing period will commence upon acceptance of this proposal, receipt of a Purchase Order or Executed Contract. The final invoice will be submitted upon the completion of the work, or first beneficial use of the system, whichever occurs first.

A 30% deposit is due upon acceptance of this proposal. Monthly progress payments are due 30 days from date of invoice. A 1.5% monthly finance charge may be assessed on all past due invoices.

4. PREVAILING TERMS AND CONDITIONS

The terms and conditions of this agreement and the terms and conditions contained in any appendices to this agreement, together form the entire purchased order. Request for quotation, acceptance, or other purchasing documents concerning products which are inconsistent with, different from, or in addition to the terms and conditions of this agreement are void.

5. APPROVAL OF ORDERS

This agreement and all owner purchase orders for products under this agreement are subject to acceptance by Avidex including, if appropriate, approval by Avidex Credit Department. Upon notice by Avidex, the owner will furnish Avidex such financial information as Avidex may reasonably request for this approval. Such financial information shall be proprietary and confidential to the owner and Avidex agrees not to disclose this information to any other party or use the information other than for the internal credit check. Avidex may, at its sole discretion, cancel this agreement at any time if the owner fails to meet credit requirements established by Avidex.

6. TITLE AND RISK OF LOSS

Title and risk of loss of or damaged to any products will pass to the owner upon Avidex's delivery of them to the owner or the freight carrier. Client must make all claims for damage to or loss of products directly to the carrier or the insurer.

7. OWNER

Except for permits and fees that are the responsibility of Avidex, under the Request for Proposal, the owner shall secure and pay for necessary approvals, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

8. RESPONSIBILITY AND INDEMNIFICATION

Avidex shall be responsible to the owner for the acts and omissions of Avidex's employees and subcontractors, if any, performing portions of the work under this agreement. Avidex employees understand that they have no right to enter into agreements with or make representation on behalf of the owner.

Avidex shall review, approve and submit to the project manager, shop drawings, product data, samples and similar submittals as required. The work shall be in accordance with approved submittals.

To the fullest extent permitted by law, Avidex shall indemnify and hold harmless the owner, Project Manager and the owners employees and directors from and against claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to failure to deliver clear title to the owner, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of Avidex anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claims, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person.

In claims against any person or entity indemnified under this paragraph by an employee of Avidex, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Avidex or under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

9. INSURANCE

Avidex shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from Avidex operations under the agreement. Certificates of such insurance shall be filed with the owner prior to the commencement of the work. Owner shall be responsible for purchasing and maintaining its usual property and liability insurance.

10. FINANCE CHARGE/COSTS OF COLLECTION

If the Owner fails to pay Avidex for equipment and/or services when due, then in addition to any other remedies available to Avidex under this agreement or allowed by law for that default, the Owner shall pay Avidex an additional monthly finance charge equal to the lesser of: a) one and one-half percent (1.5%); or b) the maximum monthly interest rate allowed by law; of any amounts past due, chargeable during each month that the payment remains outstanding and Avidex's reasonable and actual expenses for collection, including, but not limited to attorneys' and experts' fees and court costs.

11. ARBITRATION

All claims or disputes between Avidex and the owner arising out of relation to the agreement, or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the project. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and a judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. TIME

Should Avidex be delayed at any time in the progress of the work, by material changes ordered in the work, by labor disputes, fire, unusual delay in deliveries, construction delays, unavoidable casualties or causes beyond Avidex's control, the agreed upon time for completion shall be extended by Change Order for such reasonable time as the Project Manager may determine. Such Changes Orders may include charges to cover additional costs incurred by Avidex due to the delay.

Avidex's proposals for installation costs are based upon 8-hour days and 40-hour workweeks, Monday through Friday, between the hours of 8:00am and 5:00pm. Installation costs for work outside of normal business hours or business days may be subject to overtime rates, when mutually agreed upon in writing.

Project timeline and completion schedules will not begin until deposit or initial payment is received by Avidex.

13. INSTALLATION

Installation will not be restricted to normal work hours or workdays. Avidex's proposals for installation cost are based on 8-hour days and 40-hour weeks, Monday through Friday, between the hours of 8:00 AM and 5:00 PM unless otherwise stated on the proposal. Avidex will install all items not requiring heavy construction, and shall make all final connections of equipment, except direct connections into the buildings electrical system. There should be no use of the system by the owner for its intended purpose until such time as formal approval and acceptance has taken place. Avidex may waive this requirement only with a written authorization. Any operations or changes by the owner or contractors other than Avidex, which result in damage or impairment of the system and may require a change order and additional charges to the owner.

The attached proposal and/or quote was based upon site surveys and verbal information from the owner. While every effort has been made to determine installation conditions, on occasion unforeseen problems may arise that will require a change order to cover additional costs by Avidex.

14. CHANGES / RETURNS / CANCELLATION

Any changes or modifications to the agreed upon scope of work defined in the proposal must be mutually agreed upon in writing. All changes shall be submitted and approved in writing, with prices and terms negotiated separately for the change order.

Should the Owner in whole cancel a project or in part, prior to final completion, the Owner agrees to pay Avidex for all costs incurred to date and/or to bring the project to an acceptable close. These costs are, but are not limited to: the design and engineering services; project management; the installation and programming technical labor; the subcontracting costs; the materials and equipment costs incurred to date; and other miscellaneous documented costs. Materials and equipment are also subject to restocking charge policy.

Due to the custom nature of the audiovisual equipment, Owner requested changes once the equipment is in hand or in transit, may result in restocking charges to the Owner. Restocking charges will be 30% of the equipment sale price, plus freight for non-custom equipment, and 100% of the equipment sale price, plus freight for all custom or specialty (non-standard) equipment. Any changes to the agreed upon scope of work defined in the proposal must be authorized in writing.

15. NO RAID / NON-SOLICITATION

During the term of the Agreement and for a period of one year thereafter, neither party shall solicit, offer to hire, or hire any employee of the other party.

16. WARRANTY

Avidex warrants the integrated system(s) furnished are free of defects in workmanship for a period of one year from the date of acceptance or date of first beneficial use whichever occurs first. Remedy for such defects during the warranty period shall be provided at no additional expense to the client and shall be handled based on our availability of resources.

This warranty includes trouble shooting, uninstalling and installing of any equipment within the Avidex AV system except for the cost to service and/or repair Owner Furnished Equipment (OFE) or out of manufacturer warranty equipment. Avidex will broker and process the repair of that equipment at the standard Avidex fee rate.

17. WAIVER

Either party's waiver of the other's default in its obligations under any terms or conditions of this agreement will not in any way limit or affect that party's right to enforce and compel strict compliance with that term or condition at any other time or with any other term or condition.

18. ENTIRE AGREEMENT

This agreement and appendices to this agreement, including the RFP as reference herein, supersede, terminate and otherwise void any and all prior written and/or oral agreement between the parties with respect to products. There are no warranties, representations or understandings of any kind or description whatsoever made by either party to the other, except such as are expressly set forth herein. Any additional terms or notes appearing on schedules, proposal summaries and/or Change Order are by this reference incorporated in this agreement.

19. LIMITATION OF LIABILITY

Without limitation of any other provision in this agreement limiting or excluding liability of Avidex the exclusive damages recoverable by the purchaser for any claim of any kind whatsoever arising from or in any way connected to any breach of this agreement, or the purchaser's purchase shall not be greater than the actual purchase price paid by the purchaser with respect to which such claim is made, and in no event shall Avidex be liable for any special, indirect, incidental or consequential damages of any kind, including without limitation any damages with respect to loss of income, compensation or prospective profits, any expenditures, investments or commitments of the purchaser, any loss with respect to the establishment, development or maintenance of business reputation or good will, or any loss incurred in obtaining substitute products, or arising from the claims of third parties.

Customer Signature: _____

Date: _____

Avidex Signature: _____

Date: _____

Project Name : **Mozilla Can't Fail**
 Project # : **120106**
 Room or Option Name: **Can't Fail**

Display

Item	Manufacturer	Model	Description	Qty	List Price	Unit Price	Ext. Total
D1	NEC	X551S	55" LED Display	1		\$ 3,408.00	\$ 3,408.00
D2	Chief	LSMU	Wall Mount Kit	1		\$ 133.00	\$ 133.00
Display Total							\$ 3,541.00

Video

Item	Manufacturer	Model	Description	Qty	List Price	Unit Price	Ext. Total
V1	Extron	60-669-01	MTP T 15HDA	1		\$ 230.00	\$ 230.00
V2	Extron	60-1212-12	DTP 301 HDMI Tx	2		\$ 318.00	\$ 636.00
V3	Extron	60-690-01	MTP RL 15HDA	1		\$ 271.00	\$ 271.00
V4	Extron	60-1212-13	DTP 301 HDMI Rx	2		\$ 318.00	\$ 636.00
V5	Extron	60-1074-01	RGB-HDMI 300A	1		\$ 465.00	\$ 465.00
V6	Extron	60-882-01	DXP 88 HDMI	1		\$ 3,877.00	\$ 3,877.00
V7	Extron	60-1213-12	DTP 301 DVI Tx	1		\$ 318.00	\$ 318.00
V8	Extron	60-1213-13	DTP 301 DVI Rx	1		\$ 318.00	\$ 318.00
V9	Extron	60-190-01	Rack Shelf Kit	1		\$ 77.00	\$ 77.00
V10	Extron	26-566-02	VGA/Audio Cable 6'	1		\$ 30.00	\$ 30.00
V11	Extron	26-566-01	VGA/Audio Cable 3'	1		\$ 30.00	\$ 30.00
V12	Extron	26-667-06	HDMI Cable 6'	1		\$ 42.00	\$ 42.00
V13	Extron	26-667-03	HDMI Cable 3'	8		\$ 30.00	\$ 240.00
V14	Extron	26-614-01	HDMI to DVI-D Cable 3'	3		\$ 24.00	\$ 72.00
V15	Extron	26-649-03	DVI Cable 3'	1		\$ 24.00	\$ 24.00
V16	Extron	26-616-01	DVI-D Male to HDMI Female Adapter	1		\$ 24.00	\$ 24.00
V17	Extron	26-655-01	DisplayPort Male to HDMI Female Adapter	2		\$ 30.00	\$ 60.00
V18	Vidyo	DEV-RM-HD220-SA	VidyoRoom HD 220 - Endpoint Only	1		\$ 6,384.00	\$ 6,384.00
V19	Vidyo	DEV-ACC-RM-HDCAM-SN-HD7	Sony EVI-HD7 High Performance HD 1080p60 or 720p60 Camera	1		\$ 4,172.00	\$ 4,172.00
V20	Vidyo	SVC-PLN-SilverPLUS-Y1-HW	SilverPlus Support Plan (1 Year)	1		\$ 865.00	\$ 865.00
V21	Epiphan	DVI2USB Solo	DVI to USB Dongle	1		\$ 662.00	\$ 662.00
V22	Vaddio	999-2225-014	In-Wall Camera Enclosure	1		\$ 177.00	\$ 177.00
Video Total							\$ 19,610.00

Audio

Item	Manufacturer	Model	Description	Qty	List Price	Unit Price	Ext. Total
A1	Extron	60-850-01	XPA 2001-70v	1		\$ 406.00	\$ 406.00
A2	Tannoy	8001 4530	CMS601BM 6.5" Ceiling Speaker - White	4		\$ 299.00	\$ 1,196.00
A3	Extron	60-1075-01	Audio De-Embedder	1		\$ 465.00	\$ 465.00
A4	Extron	60-190-01	Rack Shelf Kit	1		\$ 77.00	\$ 77.00
A5	Clearone	910-151-880	880 Audio Processor	1		\$ 3,844.00	\$ 3,844.00
A6	Clearone	910-151-825	VH20 Audio VoIP Interface	1		\$ 844.00	\$ 844.00
A7	Shure	MX202/WC	Ceiling Microphone	4		\$ 167.00	\$ 668.00
Audio Total							\$ 7,500.00

Control

Item	Manufacturer	Model	Description	Qty	List Price	Unit Price	Ext. Total
C1	Extron	60-1026-81	IPL250	1		\$ 700.00	\$ 700.00
C2	Extron	60-1175-020A	TLP 710CV	1		\$ 2,583.00	\$ 2,583.00
C3	Extron	60-190-20	Rack Shelf Kit	1		\$ 77.00	\$ 77.00
C4	Xantech	DL85K	LCD/CFL Proof Dinky Link IR Receiver Kit	1		\$ 134.00	\$ 134.00
C5	Linksys	SE 1500	Ethernet Switch	1		\$ 30.00	\$ 30.00
Control Total							\$ 3,524.00

Rack & Accessories

Item	Manufacturer	Model	Description	Qty	List Price	Unit Price	Ext. Total
R1			Owner Furnished Equipment Rack in IDF			\$ -	\$ -
R2	Sonnet	RACK-MIN-2X	1RU Mac Mini Kit	1		\$ 182.00	\$ 182.00
R3	Middle Atlantic	U2	2RU Universal rack Shelf	2		\$ 40.00	\$ 80.00
R4	Middle Atlantic	VTF1	Vented Single Space	2		\$ 10.00	\$ 20.00
R5	Middle Atlantic	PD-915R	Rack Mounted Power Conditioner	1		\$ 75.00	\$ 75.00
R6	APC	AP7900	Power Sequencer w/ IP	1		\$ 458.00	\$ 458.00
R7	Extron	60-1022-01	PS 124	1		\$ 348.00	\$ 348.00
Rack and Accessories Total							\$ 1,163.00

Misc. Materials

Item	Manufacturer	Model	Description	Qty	List Price	Unit Price	Ext. Total
Misc. Materials Total							\$ 1,488.00

Equipment Summary

Display System	\$ 3,541.00
Video System	\$ 19,610.00
Audio System	\$ 7,500.00
Control System	\$ 3,524.00
Rack and Accessories	\$ 1,163.00
Misc. Materials	\$ 1,488.00
Equipment Subtotal	\$ 36,826.00

Technical Services

	Total
Project Supervisor	\$ 1,968.00
Field Engineer / Testing	\$ 1,968.00
Design / Project Engineer	\$ 1,184.00
CAD	\$ 872.00
Field Installation	\$ 6,104.00
Programmer	\$ 1,776.00
System Manuals	\$ 218.00
Training	\$ 246.00
Technical Services Subtotal	\$ 14,336.00

TOTALS

Equipment Subtotal	\$ 36,826.00
Technical Services Subtotal	\$ 14,336.00
AV Warranty	\$ 940.00
Service Agreement	\$ 1,879.00
General & Administrative JGM1000	\$ -
Project Subtotal	\$ 53,981.00

Estimated Sales Tax	8.25%	\$ 3,115.64
Estimated Shipping and Handling		\$ 939.29

CA Electronic Waste Recycling Fee - CRT, LCD, & Plasmas			
www.dtsc.ca.gov	Qty	Fee (each)	Total
Screen Sizes more than 4", Less than 15"	1	\$ 6.00	\$ 6.00
15 inches or more, less then 35 inches	0	\$ 8.00	\$ -
35 inches or more	1	\$ 10.00	\$ 10.00

Grand Total	\$ 58,051.93
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