

Audio Visual System Extended Service Contract

Document Date: XXXXXXX

Service Contract #:XXXXX

This agreement between _____ (Client) and **Matrix Audio Visual Designs, Inc.** (Provider) describes certain services Provider shall furnish related to a system owned or supervised by Client. These services will be rendered in consideration of a fee paid by Client to Provider. A separate agreement will be executed for each system and includes only those components as described in Addendum #1.

System Location (Site):

This agreement addresses three (3) options that Client may select from. Client must select only one option. Each option is described below:

1. Silver Service Agreement

- 1.1. Quarterly Maintenance.
- 1.2. Exterior cleaning of general dust and dirt from all head-end equipment.
- 1.3. Interior cleaning of the head-end equipment as needed to ensure reliable operation.
- 1.4. Cleaning of connectors used in the head-end assembly.
- 1.5. Cleaning of controls and switches used in the head-end equipment.
- 1.6. Cleaning of projector lamp filter.
- 1.7. Testing for normal function of all head-end and user interface equipment.
- 1.8. Confirmation and updating of the latest firmware, if needed or required. **(Does not include video conferencing codec equipment such as Polycom or Cisco).**
- 1.9. Minor repairs (Excluding parts) – Such repairs are usually related to repairing loose connections, resetting a system, minor reprogramming, and tightening loose hardware.
- 1.10. A written report to Client following completion indicating the services performed and any further repairs/replacements which the system requires for normal function.
- 1.11. Trouble Call response time – Within (6) Hours of the trouble call a technician shall return the call to Client for symptom review.
- 1.12. If failure has occurred within close proximity of a future arranged service call (10 business days) then the service call will be moved forward to diagnose the

symptom.

- 1.13. During the site visit if symptom is remedied by Minor Repair (Refer to definition) then the service call shall be at no additional charge.
- 1.14. During the site visit if symptom is deemed not easily repairable under Minor Repair definition then Client shall be furnished with a repair estimate for approval.
- 1.15. If failure occurs no less than 10 business days from our next appointment, then Client will have the choice of waiting for our next service call or opt to pay for a discounted rate of our then regular on-site service call rate for immediate attention to the issue.

2. Gold Service Agreement – Includes all benefits of Silver Service Plus

- 2.1. Labor (only) to repair and remedy the symptom. **Does not include updating video conferencing codec (Polycom or Cisco) software/firmware.**
- 2.2. Trouble Call response time - Within Four (4) hours of the trouble call a technician shall return the call to Client for symptom review.
- 2.3. A technician will be scheduled for a service call within two (3) business days of the trouble call.
- 2.4. The symptom shall be diagnosed, and parts only estimate shall be furnished to Client for approval.
- 2.5. Once approved, upon receipt of parts technician shall be rescheduled to perform an on-site service call to replace the defective parts and check the system for proper operation.
- 2.6. If the unit must be removed for trouble shooting or factory repair, Provider shall remove the unit and perform all necessary work to resolve the issue. Client will only be invoiced for parts only.
- 2.7. Provider shall do whatever is necessary to return the unit in a timely manner.
- 2.8. Provider shall not be responsible for delays caused by repair time or lack of parts in stock.

3. Platinum Service Agreement – Includes all benefits of Silver and Gold Service Plus

- 3.1. Labor and parts to remedy the symptom.
- 3.2. Trouble Call response time - Within (2) hours of the trouble call a technician shall return the call to Client for symptom review.
- 3.3. A technician will be scheduled for a service call within (2) business day of the trouble call.
- 3.4. The symptom shall be diagnosed and a course of action shall be determined at no cost to client.
- 3.5. Upon receipt of parts technician shall be rescheduled to perform an on-site replacement of the part.
- 3.6. If the unit must be removed for trouble shooting or factory repair, Provider shall remove the unit and perform the necessary repair work to resolve the issue.
- 3.7. If the unit is out of commission for longer than three (3) business days provider

shall furnish a loaner unit of similar specification to serve Client until the unit is repaired.

- 3.8. Provider shall do its best to return the unit in a timely manner.
 - 3.9. Provider shall not be responsible for delays caused by repair time or lack of parts in stock.
 - 3.10. Provider shall keep quantity one of each projector lamp in stock should it become necessary to replace.
 - 3.11. Provider shall install and configure remote monitoring and diagnostics. Client shall provide internet access.
 - 3.12. Provider also agrees to perform remote upload of the digital signage assets if any.
 - 3.13. Provider shall include in this proposal (Platinum level only) software updates for video conferencing codec such as Polycom or Cisco equipment.
4. **Emergency Service** – This agreement does not include Emergency Service. Emergency Service Call Definition – Request for technician earlier than stated times in paragraph 1.11, 2.2 and 3.2. Provider shall make all efforts to have a technician on site sooner than later.
 5. **After Hours Service** – This agreement does not include after-hours service call. Regular business hours are Monday to Friday - 8:00 AM to 5:00 PM.
 6. **Provider Access and Client Responsibilities** – Provider's employees shall have full and free access to the Equipment at the Premises. Client agrees to (a) prevent unauthorized adjustment, repair or modification to the Equipment, (b) ensure that the Equipment is utilized in accordance with the applicable Provider's and/or manufacturer's specifications, and (c) keep all walls, doors, windows or other elements at the Premises as now constructed (or subsequently altered) maintained in such condition, at Client's expense, as to permit proper operation of the Equipment and the system to which the Equipment is a part. In order to protect Client from losses resulting from damage to, or destruction of, the Equipment or any of Client's systems, Client shall include the Equipment and such systems in the coverage provided in its liability and fire insurance policies. Client shall, in all cases and at no charge to Provider, perform such non-skilled checks and tests as may reasonably be requested by Provider and to notify Provider promptly if any of the Equipment fails to properly respond to any such check or test. These tests shall not require Client to furnish specialized equipment.
 7. **Term** – The term of this Agreement shall be for either One year and shall continue for successive additional periods provided, however, that either party may terminate this Agreement by sending written notice to the other party thirty (30) days prior to the renewal date. In addition to the preceding termination right, Provider shall have the right to increase the periodic maintenance charge identified in Section 8, below, by sending written notice of such increase to the other party at least forty-five (45) days prior to the renewal date.
 8. The periodic fee for this agreement for the terms shall be according to the following table. The plan includes optional amortized payment plan which includes a 12% added interest.

8.1. Select Plan:

Service Plan

Payment Plan

Silver	<input type="checkbox"/>	\$XXXXXXX/Year	<input type="checkbox"/>	\$XXXXXXXX/ Quarter
Gold	<input type="checkbox"/>	\$XXXXXXX/Year	<input type="checkbox"/>	\$XXXXXXXX/ Quarter
Platinum	<input type="checkbox"/>	\$XXXXXXXX/Year	<input type="checkbox"/>	\$XXXXXXXX/ Quarter

8.2. In the event, Client has not paid an invoice within 30 days of the due date, Provider may, at their sole discretion, cancel this agreement, charge Client for any services already performed at current rates, and apply any monies received under the current agreement to these charges. Any remaining balance owed Provider will be due and billable under current practices.

9. This agreement shall begin at 12:01 AM on **TBD** and end at 11:59 PM on **TBD**. The term of this agreement is according to section 7 and shall automatically renew upon expiration with the same term, periodic fee, and conditions unless either party cancels or modifies the agreement by notifying the other in writing within 30 days prior to the expiration date.
10. Provider warrants that they will provide service to Clients' system substantially in accordance with the terms of this agreement. If Client believes that Provider is not providing services in accordance with this agreement while it's in force, Provider will use its best efforts to correct any deviation from this agreement within a reasonable time after notification. Client agrees that the foregoing constitutes Client's sole and exclusive remedy for breach by Provider under any warranty under this agreement. The warranty and remedy provided herein are exclusive and in lieu of all other warranties (express or implied) including but not limited to the implied warranties of merchantability, performance, and fitness for a particular purpose. Client assumes all risk as to the suitability, quality, and performance of the system. In no event will Provider, or its directors, officers, employees, or affiliates be liable for any consequential, incidental, indirect, special, or exemplary damages arising out of the use or existence of the system in whole or part or use of Providers' services, even if Provider has been advised of the possibility of such damages. Providers' liability to Client (if any) for actual direct damages for any cause whatsoever, and regardless of the form of the action, will be limited to, and shall not exceed, the fee for the current term of the agreement.
11. A breach by Client of any of the terms of this agreement, in whole or part, shall be cause for Provider, at their sole discretion, to terminate this agreement without notice and determine the value of any services based on current rates provided to the point of termination. If the value of services provided exceeds the payments received, Client agrees this difference will be a valid debt, due and payable under the current practices of Provider.
12. If Client is not also the Owner of the system, Client represents that they may lawfully enter into contracts as representatives of the Owner and has full and complete authority granted to them by the Owner over service and maintenance of the system, including, but not limited to, expenditures for maintenance, repair, and component replacement of the system. Client, if

not the Owner, also asserts that they have the authority to obligate the Owner to the terms of this contract.

13. In the event the ownership of the system changes, Client ceases to be a representative of the system Owner (if different), or the system is taken out of service wholly and completely during the term of this agreement, Client may terminate this agreement by notifying Provider in writing of the change in status. The value of any services that have been provided from the inception or renewal of the agreement up to the date of notification will be calculated based on current rates for those services and any over-payment will be refunded. If, based on this recalculation, it is determined there is a balance due to Provider, this balance will be billed in accordance with current practices.
14. Equipment Abuse: To the extent that the Equipment has been subjected to abuse, unauthorized modifications or alterations including the modification or alteration of any programming code contained in any audio/video/control devices, improper maintenance, unauthorized or improper repair and misuse, including, but not limited to, operating the Equipment outside of its environmental, performance, electrical, temperature, or humidity specification.
15. Equipment Misuse: Contractor's warranty obligation shall not apply to users' unfamiliarity with the system and/or educating Client on system's ability or use. Contractor shall educate Client on usage and shall invoice accordingly at its then current labor and travel rates.
16. Force Majeure: Provider shall not be considered in default, if performance of its obligations hereunder is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, or by vendors or subcontractors, or any other similar cause or causes beyond the reasonable control of Provider. Time of performance of Provider's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.
17. Coverage Area: Contractor's warranty obligation shall only apply to the following geographical locations: Los Angeles County, Orange County, Riverside County, San Bernardino County, San Diego County and Ventura County.
18. In this agreement, the term "Client" includes the business entity, as well as the directors, officers, employees, affiliates, and assigns of the business entity, jointly and/or separately.
19. A separate agreement will be executed for each system. No oral or written statement, understanding, or document other than amendments or addendums properly executed by both parties and attached to this agreement shall in any way extend, modify, or add to the foregoing agreement. The laws of the State of California shall govern this agreement and any dispute that may arise related to it.

Client:

Company Name

Address

City/State/Zip

Tel

Email

Signature

Date

Printed Name

Provider:

Matrix Audio Visual Designs, Inc.

Company Name

2525 W. Burbank Blvd.

Address

Burbank, CA 91505

City/State/Zip

818 841-4700

Tel

info@matrixav.com

Email

Signature

Date

Printed Name

The following addendums are a part of this agreement:

____ Addendum #1: Preventive Maintenance or Service Agreement Equipment Description (required)

**Addendum #1
PREVENTIVE MAINTENANCE OR SERVICE AGREEMENT EQUIPMENT DESCRIPTION**

Owner furnished equipment are not covered under this agreement.

Additional Equipment: None.

Client Initials

Provider Initials