

PRYSM SYSTEMS, INC.

Terms and Conditions of Prysm Systems Installation Services

Definitions

Reseller: A reseller, distributor, integrator or other company with certifications, rights, and obligations granted pursuant to a written agreement between Prysm Systems and such entity providing for the purchase and resale of Prysm Systems Products and Services to Clients and End customers.

Client or End Customer: Final system owner/operator

Client Representative: All those hired by the Client for the project not limited to Architect, Consultant, General Contractor, etc.

Contractor: General Contractor responsible for building construction and Client improvements

Reseller Responsibilities

- Reseller will provide detailed shipment instructions for receiving equipment prior to shipment date.
- Reseller will provide all project management including schedule management, trade management, logistics, staging, and GC project coordination and support.
- All construction schedules, submittal schedule and work site procedures, if applicable will be provided to Prysm Systems prior to finalizing the Prysm Systems Installation milestones and due dates.
- Reseller will ensure a clean, safe, temperature controlled and secure location (dust free) for the Equipment to be stored from the day delivered through the completion of the project Term. Prysm Systems is not responsible for replacement or compensation of any materials or equipment if the location is not suitable for safe storage.
- Reseller will coordinate with customer and provide all required power, network and internet connectivity for all Prysm Systems equipment as per the prerequisites.
- Reseller will ensure with Customer that access is provided to the installation Tools/Equipment at the Customer Location to Prysm Systems or Prysm Systems's authorized representatives for purposes of installing the Equipment. Rules governing site access, use of Personal Safety Equipment (PSE), working norms, etc., must be communicated to the Prysm Systems team prior to installation date.
- Reseller will provide project management including schedule management, trade management, logistics, staging, and GC project coordination and support.
- Reseller will arrange all necessary supporting equipment like Ladder/scaffold, power extensions, Desktop monitors (if required) to configure Prysm Systems appliance.
- Reseller will contact Prysm Systems project manager or representative for any further clarification and information.

Installation support

- Reseller shall provide at least two field test engineers to lead and support the installation process.
- Prysm Systems service is limited to an advisory visit by Prysm Systems only. Reseller and/or End Customer are advised to provide all other required services and inputs, including but not limited to

physical labor for the frame and tile delivery and Prysm Systems trained technical staff for installation, alignment, commissioning of video wall assembly.

Scheduling

- Working hours for labor defined as “in-scope” are assumed during normal business hours of 8am–5pm, site local, during the business workweek (Mon–Fri.)
- All construction schedules, contact information, submittal schedule and work site procedures will be provided to Prysm Systems 60 days prior to installation commencement.
- Any changes to the agreed upon schedule involving Prysm Systems on-site support shall be provided in writing no later than 15 business days before installation start. At that time, Prysm Systems will offer alternative resource availability.
- Any changes to schedule submitted in writing later than 15 business days before the installation will have both financial and scheduling impact to the project: \$250 man/day + travel expenses reimbursement. Additional fees may be incurred and payable for equipment storage fees, change fees, etc.

Acceptance Criteria and Project Acceptance

Prysm Systems shall provide written notification to the Reseller that implementation of the Prysm Systems Solution is complete and the Prysm Systems solution is ready for Customer /Reseller review. The day that such notice of completion of implementation is sent to the Reseller shall be treated as the “Notice Date.”

Prysm Systems and Reseller shall conduct the acceptance review based on the Tasks set forth in the SOW provided by Prysm Systems no later than the last day that Prysm Systems staff are on-site or last day of Prysm Systems Support provided remotely, as the case may be, using an Acceptance Form (AF) provided by Prysm Systems. Reseller may identify any incomplete Tasks on the AF. If a AF is not completed and signed by the Reseller within 15 days of the Notice Date, Prysm Systems equipment and services will be deemed accepted for all purposes under this SOW.

- Prysm Systems system commissioning assumes all sources and/or upstream AV system to be available at the time of commissioning. If sources and/or upstream AV system are unavailable at the time of commissioning, the Prysm Systems video wall system will be validated for acceptance using test content (i.e. from Prysm Systems technician laptop) provided by Prysm Systems.
- Seismic considerations and laws governing the installation and permitting of the Prysm Systems frame solution shall be reviewed by a licensed local authority engaged by Reseller, End customer or a Contractor engaged by Reseller or End Customer. Any additional structural or installation services required to meet any seismic requirements shall be provided by the Reseller or End Customer.

Seismic Bracing/sub frames/tip-over protection

- Strong-points to Prysm Systems Video Wall Assembly (see Product Specifications) are provided in-scope.
- Weights, Center of Mass and dimensions of the proposed video wall are defined in Product Specifications.
- Design, development, certification, fabrication, delivery and installation of bracing between these Prysm Systems supplied strong points and site building is not included in the service and shall be provided by others engaged by the End Customer, Reseller or Contractor engaged by the End Customer or Reseller.

- Prysm Systems recommends Reseller coordinate with a locally licensed project engineer for relevant and applicable local bracing requirements.

Video Wall Site Requirements

Due to the specialized technology incorporated into Prysm Systems's patented LPD video wall tiles, frames and other components, Prysm Systems specifies environmental conditions that must be met prior to installation of our Video Wall Solutions. These conditions are specified below and may be updated from time to time by Prysm Systems on its website or in its Reseller Proposals.

Site Preparation

Product Specifications and Construction Drawings. Site must meet all requirements set forth in the latest version of the product specifications and construction drawings.

Overall condition: Site must be free of dust, debris, must be air conditioned and space surrounding video wall site must be made exclusively available to the install team. Site must not be an "active" construction zone.

Operating Conditions: Video wall must be operated under controlled conditions including temperature, humidity, ambient light, vibration, etc. defined in the product documentation.

Utilities: AC Power and network requirements are given in your product documentation.

HVAC: Provision of appropriate HVAC to Prysm Systems Video Wall Assembly must be in place. See requirements in your product documentation.

BTU/HR/tile. See requirements set forth in your product documentation.

Acoustics: Any needed/required/desired acoustic mitigation must be in place before video wall can be installed.

System weight and seismic: Consult your product documentation for total weights and floor loading estimates. To prevent damage and/or injury, seismic or tip-over bracing consistent w/ local codes will be required.

Site Access

Access must be granted to Prysm Systems (or its designees) personnel during normal work hours.

Site Work Rules

Rules governing site access, use of Personal Safety Equipment (PSE), working norms, etc., must be communicated to the Prysm Systems team in advance of installation.

Exclusions

The following items are not included with installation services:

- The cost of union labor or travel expenses.

- Integrating Prysm Systems SW with any 3rd-party software, hardware, or IT systems, not limited to SharePoint and Active Directory Integration.
- Any architectural/cosmetic millwork adjacent to or covering Prysm Systems video wall not explicitly defined in standard product data sheet.
- The design, procurement, installation and testing of bracing and physical support structures for the Prysm Systems hardware.
- Any project management, system engineering, programming, VTC configuration, and AV design.
- Any relocation of any Prysm Systems supplied equipment normally co-located at the video wall (PCs, Video Processors, Power Distribution, AV controller, etc)
- All additional equipment required to make a working AV system such as, but not limited to, network switches, video processing and distribution, specialized signal conversion, source devices, etc, are assumed to be provided by others
- Any audio, video or control signal extenders or cabling.
- Any AV control, computers, video playback system(s), media servers, hardware, speakers, software, configuration or programming, etc.
- Any video codecs, cameras, UI control hardware.
- Any power, conduit, electrical connections, power system (UPS or conditioning)
- All equipment such as man-lifts, equipment lifts, scaffolding, etc required for installation and service.
- Any architectural design, civil engineering, permits, and other professional services to meet local safety/building codes.
- Any applicable taxes, tariffs, duties, shipping costs, work permits, duties, insurance and freight. (FOB: San Jose, CA)
- Any options, hardware, software, labor/services, special requirements, and equipment not specifically included above is excluded.
- Any Podiums, tables, custom furniture, and custom housing of equipment
- Any control or API programming or Controller User Interfaces.
- Any AV equipment not limited to wireless interfaces, switchers, extenders, fixed video processors, codecs, cameras, audio, speakers, DSP
- Any 3rd party software licenses, hardware, or other components required for certain Prysm Systems features to be functional (ex. Skype for Business licenses).
- Any field wiring (i.e. power, network, etc) or conduit upstream from the Prysm Systems supplied equipment.