



AGENDA REPORT

SAN CLEMENTE CITY COUNCIL MEETING
Meeting Date: July 20, 2021

Agenda Item 9E

Approvals:

City Manager ED J

Dept. Head _____

Attorney _____

Finance J

Department: Finance and Administrative Services
Prepared By: Brian Brower, Information Technology Manager BB

Subject: *MOBILE VIDEO PRODUCTION STUDIO AND AUDIO SYSTEM.*

Fiscal Impact: Yes. The total amount of the project is not to exceed \$256,805 over a five year period, including equipment, implementation and training, subscription, maintenance and support fees. The year one amount of \$194,760 is currently budgeted in the Local Cable Infrastructure Fund Account #018-245-45500. The project also includes a 10% contingency of \$18,846 and five years of maintenance, support, and subscription services to be budgeted each year through the regular budget process.

Summary: Staff recommends that City Council approve the purchase from with Spinitar Audio, Visual and Communications Solutions in an amount not to exceed \$206,460 which includes \$188,460 in year one to provide for the purchase of a fully integrated, portable A/V system for the conduct, production and broadcast of public meetings. The purchase also includes an annual fee of \$4,500 for system maintenance and support in years two through five.

Background: The City currently has an onsite video production studio adjacent to the Council Chambers at the former City Hall location at 100 Avenida Presidio. City staff has determined that much of the existing meeting production system(s) are end-of-life, obsolete, unreliable, and/or no longer supported in the industry. This requires the City to replace the existing equipment with new systems to meet current industry standards and modernize the City's production and broadcast capabilities.

There are several concurrent factors leading to the City's desire to procure and implement a mobile/portable video production studio that may be used at alternative locations:

- Due to the Coronavirus pandemic, the City is currently conducting public meetings via teleconference and/or via the Zoom platform within the Community Center Auditorium located at 100 N. Calle Seville. The equipment and methods being employed are limited in quality and functionality.
- The Community Center is a multipurpose facility that must remain available for recreational use. Therefore, a mobile/portable solution is required to accommodate activities that occur between meetings.
- The City periodically conducts public workshops and town-hall meetings at alternative facilities that are better suited to such gatherings.
- The former City Hall property is presently for sale and there are plans to construct a new City Council Chambers at 910 Calle Negocio.

Discussion: Procurement of a fully integrated, portable A/V system and studio for the conduct, production and broadcast of public meetings will provide the technical ability to host public meetings at various locations with a high audio/visual and production quality.

On January 28, 2021 the City issued a Request for Proposal (RFP) for a mobile/portable video production studio from qualified vendors. The goal of the RFP process was to provide the City of San Clemente with a modern, portable, turn-key audio/video production system to ensure public meetings can be conducted, produced, and broadcasted in a clear, effective, and reliable manner. The City sought a solution that incorporates all related equipment, cabling and software, implementation, training, ongoing maintenance and support.

Through the RFP process, the City sought qualified firms known to provide quality audio/visual solutions to local municipal government organizations and received three proposals: 1) Triton Technology Solutions, 2) Western Audio Visual, 3) Spinitar Audio, Visual and Communications Solutions. The City met with these three companies for an interview and a detailed presentation/demonstration of their proposed solution. The evaluation committee consisted of the Information Technology Manager and Information Technology Analyst II. The panel sought a stable, well-established vendor to fulfill the current and future needs of the City, with consideration given to cost, quality, functionality, feature set, reliability, ease of administration, and ongoing support capabilities. The proposals were evaluated and ranked in accordance to the RFP evaluation process.

The evaluation committee selected Spinitar as the preferred solution based on cost, system features and functionality, completeness and quality of the proposed solution, and robust maintenance and support offerings. Spinitar has proposed a comprehensive solution that best meets the needs of the City.

Major elements of the proposed solution include the following:

- (1) Audio/Visual Air Pack Cart to house all A/V head-end equipment, including built-in 4k display monitors, production control, switching, peripheral and power connections.
- (3) PTZ 4K 12G-SDI cameras on tripod stands with a camera controller.
- (3) 85" Commercial displays on rolling carts; (2) 43" confidence monitors.
- HDMI extender set to send video signal to lobby display and in-room projector.
- (2) Portable line array in-room speakers.
- (11) Wireless gooseneck microphones and (1) wireless handheld microphone.
- Control system with wireless control pad.
- Audio and video recording and streaming equipment.
- Assistive Listening System, as required by ADA regulations.
- Closed caption hardware to be used in conjunction with captioning service.

- Network storage device for video and audio archive.
- System is designed to be completely portable with the exception of a hard-line internet and network connections. System will allow for streaming (Youtube, Facebook, internal etc.), recording, and conference call integration.
- System design, programming, training and documentation.
- Service Level Agreement (SLA) provides guaranteed response time and offers 24x7x365 availability to support engineers.

Funding for purchase of a mobile/portable video production solution is included in the FY 2021-2022 Adopted Budget. Funding for ongoing system maintenance and support in future years will be incorporated into the regular budget process.

A cost breakdown of the project is provided below:

<u>Year 1:</u>	
Purchase / Implementation (includes first year maintenance and support)	\$188,460
Subscription to captioning service (estimate)	\$6,300
<u>Year 1 Total</u>	<u>\$194,760</u>
Year 2 through 5 - Maintenance and Support	\$18,000
Year 2 through 5 - Captioning Subscription (estimate)	\$25,200
Contingency (10%)	\$18,846
<u>Total Five Year Cost</u>	<u>\$256,806</u>

The purchase from Spinitar will include all equipment, implementation and training, in addition to five years of maintenance and support services.

The proposed project also includes subscription fees to a closed-captioning service estimated at \$6,300 per year, as well as an \$18,846 contingency, equal to 10% of the purchase cost.

Upon Council approval and execution of the purchase with Spinitar and subscription agreement for captioning services with EEG Enterprises, the vendor will build and deliver the system in accordance to their proposal. Project completion is anticipated within 90 days from Council approval.

Recommended

Action:

STAFF RECOMMENDS THAT THE CITY COUNCIL:

1. Approve, and authorize the purchase of Mobile/Portable Video Production Studio from Presentation Products, DBA Spinitar an amount not to exceed \$206,460 which includes the system, training, and five years of maintenance and support.
2. Approve, and authorize the City Manager to execute a subscription agreement with EEG Enterprises for closed captioning services in an amount estimated at \$6,300 per year.
3. Authorize a supplemental appropriation in the amount of \$18,846 to the Machinery and Equipment Account #018-245-45500 from the Local Cable Infrastructure Fund Balance.

Attachments:

1. Proposal for Mobile/Portable Video Production Studio by Spinitar Audio, Visual and Communications Solutions.
2. EEG Enterprises Term of Use

Notification:

Triton Technology Solutions
Western Audio Visual
Presentation Products, DBA Spinitar



Attachment 1
Audio, Visual and Communication Solutions

Corporate Office
16751 Knott Avenue
La Mirada, CA 90638
www.spinitar.com

Hi Briani and Kade,

Thank you for inviting Spinitar to participate in this exciting project for your mobile broadcast and streaming solution. The Spinitar Carlsbad office is our nearest office to San Clemente which is located at 5939 Darwin Court, #102 Carlsbad, CA 92008 and can be reached at 619-383-0216. The Spinitar HQ is located at 16751 Knott Ave, La Mirada, CA 90638 and can be reached at 714-367-2900.

Background and Approach:

Spinitar recognizes that the City of San Clemente needs to be flexible with meeting space from the effects of COVID-19. The AV system described in this proposal is a completely mobile system which can be utilized in the Auditorium as well as any other outdoor or indoor venue as the City chooses. The system will utilize a fully integrated AV production cart with streaming/audio video recording/broadcasting, portable speakers, portable cameras, wireless microphones and connects to a wired LAN which will offer complete mobility. Portable AV system will be pre-fabricated, configured and tested in-house at the Spinitar HQ prior to site delivery. Once on-site, system will be fully set up and demonstrated for end-user training.

The pricing on equipment and services outlined in this quote is valid for 120 days. **This quote does include a 1 year "Silver" support agreement at \$4,000 per year and can be removed at clients request.** Support agreement cost is \$4,000 per year, up to 2 additional years, if the client wishes to extend the warranty. A support agreement benefits document has been attached to this submittal.

This portable system consists of the following equipment, features and services: This is only a high level overview. Please refer to the Scope of Work on the Quote for a full description of the system.

- (1) AV Air Pack Cart to house all AV head end equipment along with 4k Display monitors built in to the cart as well as peripheral and power connections built in to the cart.
- (3) PTZ 4K 12G-SDI Cameras on tripod stands with a camera controller
- (3) 85" Samsung Commercial Displays on rolling stands
- (1) HDMI extender set to send video signal to lobby display (display provided by owner)
- (2) Portable Bose line array speakers
- (11) Wireless gooseneck microphones and (1) wireless handheld microphones
- Control system with wireless 8.7" Crestron control pad
- Audio and/or Video Recorder and streaming device
- ALS – Assistive Listening System, minimal requirements as required by ADA regulations.
- Closed Caption hardware devices – Client is responsible for closed captioning service and any monthly associated fee.
- 8 Terabyte network hard drive for video and audio archive.



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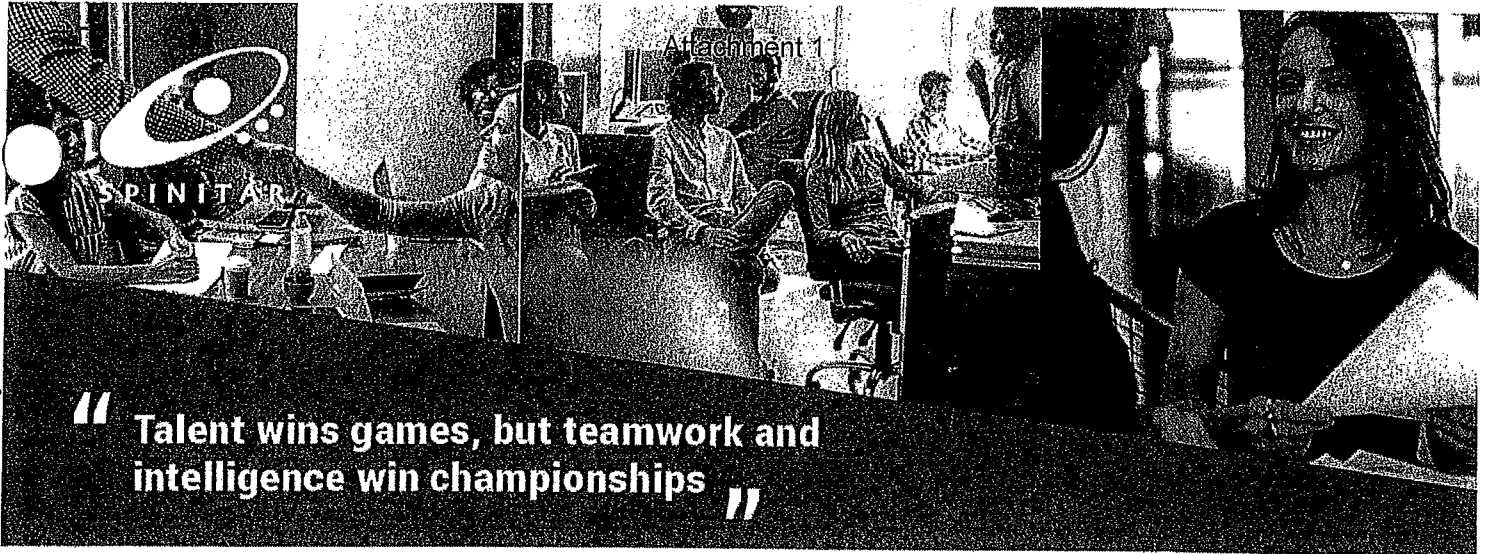
- System is designed to be completely portable with the exception of a hard-line internet and network connections. System will allow for streaming (youtube, Facebook, internal etc), recording, and audio phone calls through Mitel system (provided by client).

The following areas of this proposal are where you can find the requested information from section I. Proposal Format and Content from the RFP.

1. Cover letter – in this document
2. Background and approach – in this document
3. Methodology – attachments labeled “Team Concept and Spinitar AV Project Approach”
4. Project Organization and staffing - attachments labeled “Team Concept and “Spinitar AV Project Approach”
5. Related Experience – attachment labeled “Reference for Broadcast”
6. Cost Data – attachment labeled “Quote”
7. Statement of Compliance – located in attached “Quote” under “Terms and Conditions” page 8.

Todd Elrod

Todd Elrod
562.282.2311
Account Manager



“ Talent wins games, but teamwork and intelligence win championships ”

DEDICATED TEAM CONCEPT

At Spinitar, we support the needs of our clients for the lifetime of the partnership through Spinitar's dedicated team approach. Every client and every project is assigned a single professional services team built to guide our customers through every stage of the project, beginning to end. The Spinitar team approach ensures our clients trust in our ability to meet or exceed our clients expectations in value and performance. Everyone at Spinitar, from our executive staff to field personnel, is fully dedicated to creating and continuing the ultimate customer experience.

PROJECT TEAM MEMBERS

- Project Manager
- Account Manager
- Systems Designer
- Project Foreman
- Installation Technician

OUR SPECIALTIES



Design



Build



Train



Support

WHO WE SERVE

- Corporate
- Education
- Federal, State & Local Government
- Healthcare
- Hospitality & Entertainment
- House of Worship

ABOUT SPINITAR

Since 1986, Spinitar has been designing, building, and supporting high-performance work and learning environments for our customers throughout the world. Our 'Services First' approach, along with our investment in the very best talent and infrastructure to support our work, has helped us become one of the most respected audiovisual and communication solutions and services firm amongst corporate, education, government and healthcare professionals.

Contact Us

www.spinitar.com
 (800) 722-6444
 sales@spinitar.com

Audio, Visual and Communication Solutions. Since 1986.





Services Simplified. Since 1986
Audio, Visual and Communication Solutions

The following is a comprehensive narrative statement that illustrates Spinitar's understanding of the requirements of this project, and the project schedule with the designated phased approach. This is our 8th year of using the Project Team approach to our AV System Integration Projects, and It has been proven to be very successful for both our customers and our employees.

SPINITAR Team PWA for Sweetgreen

- **Project Manager: Nick Singleton**
- **Account Manager: Todd Elrod, CTS**
- **Designer/Commissioning Agent: Sergio Hernandez, CTS-I**
- **Project Foreman & Site Supervisor: Trinidad Basulto, CTS**
- **Project Install/Resource Teams**
 - o **Spinitar Technician Installation Team**
 - o **Structural Installation & Wiring Sub-contractors**
- **In-house Rack Build Team**
 - o **Alex Ramon, Adrian Mendoza**
- **In-House CAD Drafting Team**
 - o **Ken Daugherty, CTS**
- **In-house Commissioning Team**
 - o **Daniel Portugal, CTS**

SPINITAR Company and Project Oversight

- **Leadership Team**
 - o **Account Management & VP of Systems Sales: Dan Tompkins, CTS**
 - o **Design and Technology Leader: Dave Novak, CTS**
 - o **Service and After-Sales Support: Scott Kroeze, CTS**
- **Spinitar Ownership**
 - o **Jay Rogina, CTS, Principal**

In the overall scope of an Integrated Solutions Project, Spinitar understands that collaboration between the AV Contractor, Customer, and other members of the project team is critical. Prompt action, communication and progressive elaboration are key to maintain project flow and eliminate roadblocks. Spinitar's team based approach, Work Breakdown Structure (WBS) and Systems Integration Process allow our project execution methodology to deliver successful integration projects year after year.

Spinitar's Project Managers ensure that communication flows from the Spinitar project team to the project stakeholders and also ensure that the proper resources are scheduled for the proper task at the necessary time. Spinitar's Project Management Information Systems (PMIS) include, but are not limited to, MS Project for project schedule development and management, email as a primary form of communication, and a proprietary WBS program for resource and inventory management.

SPINITAR
16751 Knott Avenue
La Mirada, CA 90638
Phone (800) 722-6444; Fax (714) 367-2910;
www.spinitar.com

Attachment 1

Project Communication

Spinitar emphasizes communication as one of the most important aspects of a successful project. Weekly updates, either in project meetings or written form, are essential to maintain the project team's visibility on project progress. In addition, direct communication in the established forums with the Customer, AV Consultant and General Contractor are critical to address unknowns, mitigate risks, manage changes in schedule, verify logistics and confirm that deliverables are on target. Open channels of communication are the foundation that allows the project team to manage risk and project scope, including iterative project reviews with internal and external stakeholders during significant milestones at each phase of the project.

Procurement Management

Spinitar uses a proprietary program for Procurement and Inventory Management which allows internal visibility from design inception to Procurement processing to equipment receipt and Inventory/Warehouse Management. The Procurement Management system also ensures that serialization of equipment is documented for closeout and assists with expeditious equipment replacement in the event of failures.

Quality Management

Spinitar takes pride in producing quality integrated systems, both with field work and in-shop rack building and testing at our Headquarters in La Mirada. The time that the System Designers spend verifying and testing the fully built systems in our controlled testing environments, allow Spinitar to maintain project schedule and deliver quality systems in coordination with the Customer's timeline. By eliminating as many system 'bugs', updating firmware, setting IP address and other efforts that may be required by the project scope, the racks arrive onsite as close to a plug-and-play system as possible. Commissioning the systems in our shop also allows the Customer and AV Consultant to test the systems and make any final adjustments before the systems are shipped to site. The effort spent on Quality Management by the project team ensures that the systems will serve the Customer for many years.

Post Implementation Support

Spinitar knows that a project, by definition, has a completion date; however, the Customer may still require support after the project is signed off, whether more training is required or an equipment failure a few years after completion. Spinitar places equal importance on successful project execution and post-installation training and support through the Spinitar Service Department, with dedicated Service Technicians to provide professional support after the project is completed.

Spinitar understands the importance of having a well-defined project plan and strategy and we value having good processes, emphasize quality work product and keep our staff certified to ensure that we deliver a quality product on schedule and something we can all be proud of.

SPINITAR
16751 Knott Avenue
La Mirada, CA 90638
Phone (800) 722-6444; Fax (714) 967-2910;
www.spinitar.com



Loyola Marymount University
Matthew Frank
matthew.frank@lmu.edu
(310) 258-5436

\$1.2mil+

**College of Communication and Fine Arts I
Innovative Learning Classroom**

Designed and installed interactive and collaborative environments in 35 rooms including standard classrooms, divisible classrooms and conference rooms. Spaces include Streaming and recording capabilities, Audio/Video/Web Conferencing, Assistive Listening, Broadcast Production Systems, Speech Reinforcement, Integrated AV Control Systems, Media Screening Systems.

University of Southern California
Adrian Cook
adrianc@usc.edu
213-821-5573

\$3.5mil

**Fertitta Hall – Marshall School of
Business**

New construction of a 6-story building for School of Business with 81+ rooms, 2 large lecture halls and 20+ active learning classrooms. Six conference rooms and 50+ breakout huddle rooms with building wide digital signage. There is (1) large control room w/6 full height AV Racks and AMX Control System, and (12) small ELC breakout meeting rooms that have a 55" monitor and HD PTZ camera and mics that all get recorded and streamed over USC's network. See attached Case Study, and Video is on our website.

Maricopa County Board of Supervisors
Martin Camacho
mcamacho@mail.maricopa.gov
602-506-4426

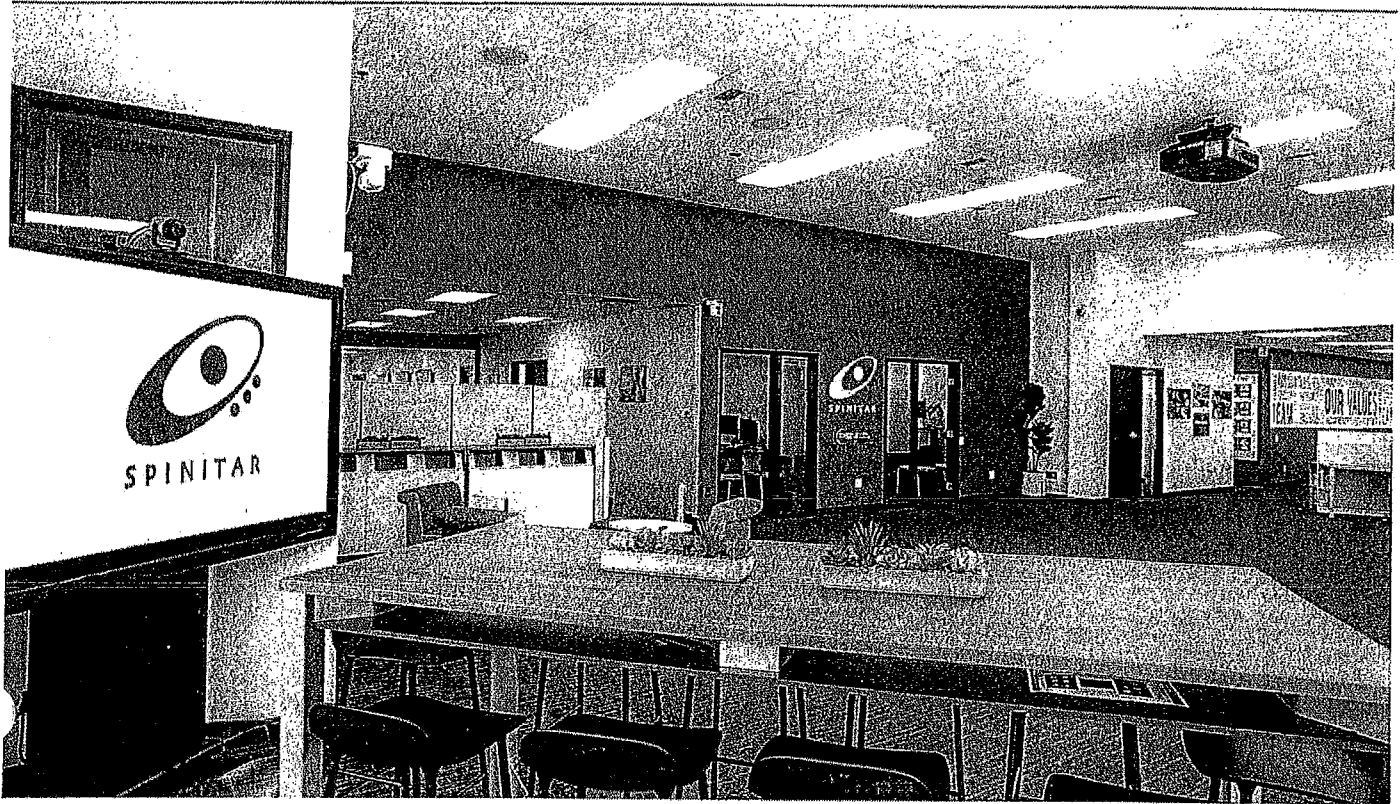
\$ 305k

Auditorium and Boardroom

Designed, installed, and support a broadcast system with a streaming solution. The Auditorium and Boardroom are extremely high priority spaces for the County and are utilized by elected representatives who now have the ability to clearly and intelligibly communicate with the public during hearings, which are live streamed and recorded with the recent upgrade completed by Spinitar.



AUDIO, VISUAL AND COMMUNICATION SOLUTIONS SINCE 1986



AUDIOVISUAL PROPOSAL

PREPARED BY

Spinitar / Todd Elrod

ISSUED TO

City of San Clemente /



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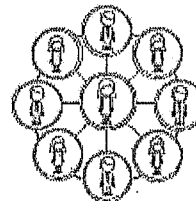
Who We Are

Spinitar is an industry-leading AV systems integrator with a history of excellence in system design, spanning more than 30 years. We specialize in AV systems design, integration and support for a broad range of industries and applications. We believe our success begins with a deep understanding of your industry, organization, vision, goals, and end users.



Our Specialties

Design
Build
Train
Support



What We Do

AV Solutions
AV Systems Design
Project Management
System Integration
Support Services
AV Staffing



"Our commitment to quality and craftsmanship is deeply ingrained in our culture."



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SCOPE OF WORK

Full System Functionality

The following system is designed as a complete solution and system in the form of a mobile broadcast quality production system. Utilizing the latest broadcast standards, technology, and interfaces, the following system provides not only an industry standard broadcast package, but an upgradable and expandable base system that will provide the foundation for future enhancements for years to come.

The Broadcast Cart

The mobile enabled nature of this system is housed in the VideoLink AirPack II flight pack. This mobile workstation housing contains the full production system, and is ready for tough travel, even air travel. This road case houses all broadcast production equipment, and works as the production surface and furniture for technicians producing content. Opening the case unveils dual BlackMagic SmartView 4K 12G SDI workstation monitors, as well as the production surface and controls. The production surface features the BlackMagic Design ATEM 2 M/E Advanced Panel for production control and switching, with the Panasonic AW-RP60 Compact Remote PTZ Camera Controller for individual camera control. A pull out shelf is integrated for Keyboard and Mouse use of the local PC as the source of content and UC Conferencing. Two 3 Rack Unit enclose local waveform monitoring of the program signal, via a BlackMagic DuoScope 4K, and audio solid state recording via the Denon DN-900R solid state dante recorder. The heart of the system switching fabric and production is provided by a BlackMagic ATEM 4 M/E Broadcast Studio 4K production switcher. This production switcher features 20 12G SDI 4K inputs supporting up to Ultra HD2160p59.94 and allowing enough inputs for future expansion. The multi-rate connections automatically switch between all HD and Ultra HD formats over the same connection, allowing a standard HD production workflow today, with future 12G 4K workflow for tomorrow. Scaled program output allows our full 12G SDI 4K workflow from camera and content, to switching, keying and mix effect, for the highest quality signals before reaching our program output stage. All broadcast equipment is housed within dual 12 Rack Space rack enclosures populating the body of the broadcast cart. All connectivity of all external equipment, including power to external equipment, is from a single large connectivity plate, housed in the rack enclosure. Cameras, speakers, external antennas, connectivity to and from the existing system, and even the mobile display carts, connect to this single rack plate. Making this mobile cart the only place of equipment connectivity, and the only place of required power for the full broadcast system. Connectivity for power requires a single 20Amp circuit. This 20 Amp circuit must be existing and is not supplied or upgraded to existing circuits with the inclusion of this design and bid and must be supplied by a licensed electrician if currently not installed or available.

The Production Cameras

Providing camera feeds into the system are 3 of the latest 4K Robotic PTZ Cameras from Panasonic, the AW-UE100 4K NDI Professional Streaming Camera. Each camera will be placed upon a Manfrotto professional ball head tripod. Powered by PoE++ and feeding a 4K camera signal into the system via 12G SDI, the Panasonic cameras will have the mobility to be placed in any location in the environment, connected to a pre-constructed cable wip connected to the Broadcast Cart. Additional Camera connection points will be available at the Cart Connection Panel for future expansion of additional cameras. The Panasonic AW-UE100 provides full 4K60 video over 12G SDI, as well as NDI|



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HX and SRT, providing future proofed standards for eventual 4K broadcast. These cameras are controlled locally from the Panasonic AW-RP60 Compact Remote PTZ Camera Controller, which allows control of up to 200 cameras via IP control; with 100 presets. Basic camera control will also be available via a Wireless Crestron Touchpanel, accessible to the city clerk or other operator, for basic preset recall and camera selection.

The Display Carts

Locally, content will be viewed across 3 Display Carts, as well as connected to the existing building projection system. Each mobile cart consists of an 85" Samsung QBR-N Display on a Middle Atlantic Flexview Series Display Cart. Each cart will have an SDI and PowerCon cable connectivity to the production cart panel, allowing these carts to be fully powered from the production cart. This allows the display carts to be placed into any space, not limiting their location next to available power. System will include (2) 43" confidence monitors on rolling floor carts. The (2) 43" confidence monitors are intended to be placed in front of the Dias table for the committee members to view content that is being shown on the main displays.

Displaying to the Existing Video System

The local program feed of the production system will be scaled and format converted to a VGA signal via a Atona AT-HD420 HDMI hardware scaler for presentation on the existing projection system. This VGA signal will be connected to the local VGA wall plate for connectivity to the projection system. A Crestron HD-MD-4K-200 HDBaseT Transmitter and Receiver will extend an auxiliary output feed to an overflow monitor in the lobby. The Receiver will be located at the display device, with a Category network cable connecting to the Cart Connection Plate.

Content Recording, Archival and Streaming

Program content initial recording and streaming will be accomplished via an Extron SMP 352 hardware appliance. This hardware will locally record all meetings to an internal Solid State Storage drive, to then be uploaded to a Buffalo TeraStation 8TB NAS. At the Extron SMP352 standard encoded bitrate of 10Mbps, the Buffalo TeraStation will be to archive approximately 1,300 hours of recording. The Buffalo TeraStation does allow local expansion, potentially doubling its storage capacity if required in the future. Please note that the Buffalo TeraStation provides archival storage of video footage. Media management and streaming is not featured directly of the Buffalo TeraStation, however it's NAS network functionality can allow it to be a networked video storage destination of a local Content Delivery Network. The Buffalo TeraStation requires constant power, and will be installed locally on the LAN, outside of the Broadcast Cart. Spinitar will coordinate the installation location of the Buffalo NAS with on site IT services. Being a networked appliance that may require constant access, the broadcast cart itself is not an appropriate location for networked storage. Required functionality will operate as designed when installed in a permanent location with access to the LAN. Live streaming of the production is handled directly by the Extron SMP 352. An standards based RTMP stream is produced by the SMP 352 to provide Push streaming broadcast to streaming providers, including YouTube LIVE, Wowza, Facebook Live, Twitch, IBM Cloud, and more. Archived content can be manually uploaded to publishing content delivery platforms such as Opencast, Kaltura, iTunes-U, Blackboard LMS, SHarePoint, CapationSync, Moddle, and RSS feeds. Chapters, thumbnails, and rich metadata can be produced per recording on the Extron SMP352 when configured prior to a recording. Streaming is produced at 1080p resolution at 30 frames per



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second. Additionally, dedicated audio recording is also captured via a Denon DN-900R networked audio recorder. This can record locally to USB Flash drive, SD Card, and uploaded to a network storage drive, such as the Buffalo TeraStation. RTSP multicast streaming is also produced for local network viewing on any existing software or hardware MP4 decoder local to the existing network. Existing network configuration for multicast streaming is the responsibility of existing IT staff and is not included in this scope of work. Spinitar will cooperate in network orchestration for requirements and specifications as well as configuration of Spinitar provided hardware for network streaming. The Panasonic AW-UE100 Cameras also support individual network streaming, which can be viewed on a per camera basis on the LAN. These cameras also support NDI and SRT network streaming, supporting future appliances of the NDI standard for future expandability and functionality. A BlackMagic AV bridge will be utilized to centralize cameras and audio through USB interface for Zoom from dedicated PC.

Public Broadcast

The main program of the production switcher will be scaled and converted to an RF Baseband signal for broadcast over Coax. The production feed will be processed by an EGG HD492 iCap Closed Captioning Encoder. This hardware encodes the program video signal for closed captioning embedding. The closed captioning stream is broadcast to a closed caption provider to be encoded into the stream. The EGG HD492 iCap natively supports EGG Luxi cloud closed captioning service as well as other standards based IP dictation services for it's dictation of the closed captioning stream. Luxi is a subscription service provided by iCap and is not included in the cost of this proposal, nor is a closed captioning service. Once ingested with encoded closed captions, the captions are embedded onto the SDI signal. Once embedded the EGG DE291 is provided to decode and confirm closed captioning on the final signal. The final production signal is then sent to the Blonder Tongue HDE-4S-PRO LL for conversation to baseband RF for Coax distribution.

Audio Integration to Existing System

Audio will be processed by a Blamp Tesira Forte DAN VT to provide audio routing, control, mixing, processing, and VOIP integration into the production system. Both a Program Input and Program output will be available via XLR connectivity to the production cart connectivity plate. Both a processed and mixed "easy" mode preset, as well as an untouched "passthrough" preset will be programmed into the Blamp Tesira Forte DAN VT in order to have a pure pass through and a standard ease of use conference preset.

System Audio Microphones and Speaker System

Audio system from presenter input includes a total of 12 new Shure ULXD microphones. Each microphone is received on one of three quad receivers and transmitted into the audio system Digital Signal Processor via Dante networked audio. Each microphone features a rechargeable battery providing 12 hours of battery life, with charging stations included for recharging batteries. Charging station to be located externally from the production cart. Operating independently without connecting to the existing house audio system, two Bose L1 Pro 16 Line Array speakers are provided for audio re-enforcement. Connectivity to the audio system is to the Production Cart connectivity plate.



AUDIO, VISUAL AND COMMUNICATION SOLUTIONS SINCE 1986

ADA audio requirements for Assisted Listening

The system includes a Listen LT-84 Transmitter/Radiator Infrared based assisted listening system for those hard of hearing needing in ear listening devices. An additional tripod is included in this scope for mounting the Assisted Listening Transmitter/Radiator at the front of the room to be broadcast to the audience. 12 receiver units have been included based on the venue maximum occupancy of 300 people. These units both include individual earpieces for those without existing hearing aides, and audio cable connectivity from the receiver unit to an existing hearing aide. Please note that this solution is line of sight and must be setup in the front of the presentation space, connecting to the Production Cart via a spinitar provided cable whip.

System Control

System automation and control is provided by a Crestron CP4 control processor. Combined with the Crestron TST-902 Wireless Touch Panel, a custom user interface will be designed and implemented for basic operation of the crucial functionality of the mobile production cart. This control will allow for ease of access use of presets, audio mutes and levels, and basic source selection and switching. Controls will include attributes particular to the new hardware of the mobile cart and not extend to existing equipment. Full production control by a technician is available and provided by the use of the BlackMagic 2 M/E Advanced Panel for broadcast quality effects, transitions, chroma key, and graphic key. Camera control provided by the Panasonic RP-R60 Camera Controller. A multiview preview output will be visible on a case mounted BlackMagic SmartView 4K monitor as well as a full screen program output on a second BlackMagic SmartView 4K monitor. Waveform and signal monitoring will be visible on a rack mounted BlackMagic SmartScope Duo 4K monitor.

Professional Services Scope of Work

Shop Rack Build

Spinitar will fabricate, assemble, and wire all equipment of the production cart using industry standard cables, connectors and practices. All cables will be labeled according to the design package single line diagram, with clear legibility of all user facing connectivity. The complete cart, cable extension whips, and mobile carts will be fully assembled in house.

Shop Testing

Once fabricated, the full system will be configured and tested in house prior to implementation in the field. All audio processing files will be deployed and adjusted to meet system needs. All control system programming will be fully debugged and tested for functionality. All equipment will be configured for full operation and tested from end to end for complete expected quality to product specifications. All device configuration will be performed to industry standards and common broadcast standards and practices.



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Field Setup

Spinitar will fully deploy and setup all equipment of the system in the field prior to end user training, including all pieces of hardware and all connectivity. Any hardware equipment that requires permanent install externally from the broadcast display cart will be installed locally in it's required location.

Customer Training

Customer training will be provided by the project design engineer to inform and train the end user on the full use of the production broadcast cart and system. A "simple" training session will be held for non-technical staff that may need to connect the system, present to the system, or use the end user touch panel for basic system operation. A separate technical training session will be held for technical staff reviewing advanced and fully featured functionality of the complete system, as well as basic troubleshooting and extensive question and answer sessions. All functionality will be demonstrated hands on for existing staff. A total of two sessions, one non-technical, one technical, will be provided. A "user guide" of how to use the simple Crestron control on the Crestron TST-902 will be provided to the end user for ease of use of the control interface.

Design

Full system design, configuration and deployment of hardware programming. Coordination with local staff for interoperable network configuration for networked appliances and hardware. Design meetings for control interface and functionality. Design system single line diagram, hardware functionality, installation methods and elevations.

CAD

System design and deployment drawing package with clear indication of wiring diagram and hardware elevations. Connectivity wiring diagram of the full system will be provided showing hardware connections between all devices as well as additional plate connection openings for future connectivity. A hardware elevation detail of the AirPack II road case will be provided to detail each individual equipment installation location. All existing equipment and system will be referred to as "Owner Furnished Device" and will not be detailed outside of the connection method to an external system.

Programming

The system will be programmed for basic core functionality to be controlled from a Crestron TST-902 Wireless Touch



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Panel. This will include "easy" presets for default routes and presets for the system to be operated from a remote location away from the production cart by a standard user, typically not a technician. Common controls will include audio control for program audio level and microphone mutes, as well as video control of straight switching of the active program source. This interface will be a simplified interface for basic control and will not feature all control possible from the actual production switch. An audio conference dialer for placing Voice Over IP Conference calls will also be included on the panel user interface. A full broadcast production may still require an active technician using advanced features and actively producing the broadcast from the production cart, using the BlackMagic ATEM 2 M/E Advanced panel and Panasonic AW-RP60 Camera controller.

Project Management

Project Management will coordinate all project related tasks, including cooperation meetings, internal and site job scheduling, approval meetings, programming GUI reviews, field deployment and end user training.

****Spinitar Terms and Conditions****

All information in this quote is CONFIDENTIAL.

All work done during standard Mon-Fri 5am-5pm hours.

Professional Labor Services Include: Onsite Installation, Engineering and System Design, CAD Drawings, System Programming, In-House Configuration/Setup & Rack Build, Project Management, System Testing and Commissioning, Documentation, G&A, Training, and Travel.

Spinitar Bond Rate = 1.2% of Total Amount (not included in base bid quotes). This quote does not include union labor, prevailing wage or a bond, pricing available on request.

On-site install hours must be in 8-hour blocks, per space, unless negotiated. Changes in construction conditions and delays can result in labor change orders.

Warranty - includes all manufacturer's warranties and Spinitar's Silver Support Agreement Warranty.

Cabling - this quote includes all cabling pertaining to the basic connectivity of the devices listed on this quote/ bill of materials.

Exclusions/Work By Others - all required electrical/clock outlets, conduits w/pull strings, cable trays, hangers, wall backings with patch-paint work for large flat panels displays w/mounts, IP/Network/PoE drops/Network Switches and Hubs, furniture/millwork, wall boxes/mud rings, floor boxes, jboxes for



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motorized screens, replacement ceiling tiles, Coax RF/TV input from building to AV rack area, and removal of any and all current/older AV equipment.

Deliverables & Training: Electronic files of all manufacturer's equipment manuals, as-built CAD drawings of AV System, source code of Touch panel(s), Control System files, quick user's guide from training session, spreadsheet with AV Equipment (model#'s, qty's, location, serial#'s, IP addresses, etc). Includes a training session at end of the project, with custom printed user guides to show operation and troubleshooting of the newly installed AV System.

Payment Terms/Schedule: 40/40/20 (40% w/PO, 40% Upon Equipment Delivery, and 20% Upon Substantial Project Completion).

ACCEPTANCE OF SCOPE OF WORK

Name (Please Print): _____

Authorized Signature: _____

Date: _____



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TECHNICAL SERVICES APPROACH

Spinitar provides a turnkey audiovisual system included but not limited to the following services:

- **Design Engineering:**
 - Preparation of system functional interconnection diagrams, circuit details, equipment rack elevations and testing/commissioning of the system for optimal performance.

- **Project Management:**
 - Attends construction and client meetings throughout the duration of the project
 - Provides status reports
 - Develop project schedule and oversight of the Spinitar team
 - Oversee the training needs and documentation of the customer
 - Supervise end-user training on systems operation
 - Facilitate completion of final punch list items and close out package

- **Shop Installation:** Labor performed in-house.
 - Racking of equipment, mounting equipment within rack and wiring interconnects
 - Testing components within rack for proper operation and custom wall plates and/or custom electronic devices, etc.

- **Field Installation:** Labor performed on the job site.
 - Pulling, labeling and terminating cable within the room(s)
 - Mounting and terminating all wall plates
 - Installing structural systems for audiovisual equipment
 - Mounting equipment in millwork, walls, floors and/or ceilings
 - System level testing and de-bugging
 - Site cleanup and disposal, etc.

- **Programming:** Labor performed off-site to develop software programmed to specific approved design for human interface control of the audio-visual system.
 - Base program from function list
 - Base touch panel layout from drawings
 - Client-approved layout and functionality
 - Loading program and test functions (in-shop)
 - Modifying program to reflect field conditions.



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SUMMARY OF TECHNOLOGY INVESTMENT

The following is a summary of costs for each area of the project. The AV equipment cost reflects all of the major components necessary to meet the project's functional goals. The technical services cost includes the applications engineering, project engineering, CAD, project management, shop installation and field installation labor required for the project. Materials cost include the cable, connectors, plate, panels and miscellaneous incidental components required to integrated the AV equipment into the final system.

PART NUMBER	MANUFACTURER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Video					
QB85R	SAMSUNG	85" 4K Display, 3 YR Site Warr	3	\$3,201.22	\$9,603.66
XPAUB	CHIEF	XL fusion cart manual adjustable, BLK	3	\$1,274.85	\$3,824.55
BMD- CONVNTRM/AA/SDI H	BLACKMAGIC DESIGN	Teranex Mini - SDI to HDMI 12G	5	\$497.41	\$2,487.05
AW-UE100KPJ	PANNASONIC	12G SDI POE++ PTZ Camera	3	\$7,348.17	\$22,044.51
AW-RP60GJ5	PANNASONIC	Camera controller	1	\$2,267.56	\$2,267.56
057 CF KIT-3S BALL HEAD Q5	Manfrotto	Camera Tripod	4	\$1,170.72	\$4,682.88
DN-900R	DENON	Dante Media Player/Recorder	1	\$597.56	\$597.56
SMARTSCOPE DUO 4K	BLACKMAGIC DESIGN	Smartscope duo 4K	1	\$829.27	\$829.27
HD-MD-4K-200	Crestron	4K 2x1 Scaling Auto-Switcher and DM Lite® Extender over CATx Cable	1	\$1,237.80	\$1,237.80
BE43T-H	Samsung	43" Commercial TV Crystal UHD display	2	\$384.15	\$768.30
MFQUB	CHIEF	2' MFP MOBILE CART	2	\$506.05	\$1,012.10
OFE	OFE	OFE Lobby Display	1	\$0.00	\$0.00
Audio					
842415-1110	BOSE	L1 Pro Portable Line Array	2	\$1,250.00	\$2,500.00
TESIRAFORTE DAN VT	BIAMP	Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 ch	1	\$2,559.76	\$2,559.76
ULXD4Q	SHURE	Quad Digital Wireless Receiver with Internal Power Supply, ½ Wave Antenna, Rack Mounting Hardware	3	\$4,610.98	\$13,832.94
ULXD8	SHURE	Wireless gooseneck microphone base for ULXD and QLXD. Includes AA Alkaline Batteries	11	\$393.90	\$4,332.90
SB900A	SHURE	Shure Lithium-Ion Rechargeable Battery	12	\$86.89	\$1,042.68
SBC850	SHURE	8-Bay Networked Docking Station for BN & GN, Power Supply Not Included	1	\$756.52	\$756.52
BC450	SHURE	4-Bay Networked Docking Station for BN & GN, Power Supply Not Included	1	\$501.65	\$501.65

Attachment 1



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PART NUMBER	MANUFACTURER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
ULXD2/SM58	SHURE	Handheld Transmitter with SM58 Microphone	1	\$434.45	\$434.45
		Control, Connectivity, Streaming, Recording, Broadcast			
CP4	Crestron	4-Series Control System	1	\$1,219.51	\$1,219.51
CEN-GWEXER	CRESTRON	infiNET EX® Network and ER Wireless Gateway	1	\$274.39	\$274.39
TST-902	CRESTRON	8.7" Wireless Touch Screen	1	\$2,317.07	\$2,317.07
ICX7540-24P-E	Ruckus	Network Switch	1	\$5,201.62	\$5,201.62
RPS16-E	Ruckus	Switch 2nd power supply	1	\$789.83	\$789.83
60-1634-12	EXTRON	Dual Recording w/3G-SDI – 400 GB SSD	1	\$7,310.98	\$7,310.98
TS6400DN0802	Buffalo	Network Attached Storage 8TB	1	\$1,362.80	\$1,362.80
BMD-SWATEMRRW4ME4K	BLACKMAGIC DESIGN	ATEM 4 M/E Broadcast Studio 4K	1	\$5,848.78	\$5,848.78
SWPANELADV2ME	BLACKMAGIC DESIGN	ATEM 2 M/E Advanced Panel	1	\$7,510.98	\$7,510.98
NAC3MM	WHIRLWIND	Connector - Powercon 20A - Neutrik, coupler	5	\$23.91	\$119.55
Connectronics	custom	Bulk Power Cable 12/3 - 500 ft	1	\$914.63	\$914.63
VP-475UX	KRAMER	12G SDI to HDMI Converter	1	\$2,679.57	\$2,679.57
BMD-CONVNTRM/AB/HSD I	BLACKMAGIC DESIGN	Teranex Mini - HDMI to SDI 12G	2	\$497.41	\$994.82
BMD-HDL-SMTV4K12G	BLACKMAGIC DESIGN	SmartView 4K	2	\$970.73	\$1,941.46
AT-HD420	ATLONA TECHNOLOGI ES	HDMI to VGA/Component Converter (NOT HDCP)	1	\$176.83	\$176.83
UPS-OL2200R	MIDDLE ATLANTIC	OL UPS 2200VA120V60HZ	1	\$1,941.26	\$1,941.26
BDLKWEBPTR	BLACKMAGIC DESIGN	Web Presenter AV USB bridge	1	\$518.29	\$518.29
		Assistive Listening System			
LT-84-01	LISTEN TECHNOLOGI ES	ListenIR 2-Channel Transmitter/Radiator Combo	1	\$515.48	\$515.48
LP-51-IR-01	LISTEN TECHNOLOGI ES	Advanced Intelligent DSP IR Receiver 12-Pack	1	\$3,315.56	\$3,315.56
		AV Cart and Rack			
custom	TC2GO	Air Pack 2 Cart	1	\$2,990.85	\$2,990.85

Attachment 1



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PART NUMBER	MANUFACTURER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
rotrunk-road-jumxhigh	Roadcases	JUMBO 48X22 ATA CABLE TRUNK	1	\$670.72	\$670.72
		Closed Caption			
3GDA	AJA	3GDA 1X6	1	\$603.66	\$603.66
HD492	EGG	ICap Caption Encoder	1	\$10,987.80	\$10,987.80
INSTALL_MATERIAL	SPINITAR	Misc cables, connectors, plates and hardware	1	\$5,532.50	\$5,532.50
SS-SUPPORT-SILVER-VR	SPINITAR	Silver Support Agreement	1	\$4,500.00	\$4,500.00
FREIGHT	Splnitar	Freight charges	1	\$2,924.90	\$2,924.90
		Professional Services			
G&A_M	SPINITAR	General Admin	2	\$60.00	\$120.00
DESIGN_M	SPINITAR	System Design	40	\$120.00	\$4,800.00
DADD_M	SPINITAR	CAD Drawing	24	\$75.00	\$1,800.00
PROGRAM_M	SPINITAR	Programming	48	\$120.00	\$5,760.00
PROJMGMT_M	SPINITAR	Project Management	16	\$110.00	\$1,760.00
FIELDINSTALL_M	SPINITAR	Field Installation	18	\$90.00	\$1,620.00
TESTING_M	SPINITAR	Testing & Commissioning	40	\$120.00	\$4,800.00
ELECTDOC_M	SPINITAR	Electronic Documentation	1	\$80.00	\$80.00
		Professional Services Sub-total			
		Taxable Professional Services			
SHOPINSTALL_M	SPINITAR	Shop Installation	62	\$90.00	\$5,580.00
CUSTRAINING_M	SPINITAR	Customer Training	16	\$120.00	\$1,920.00
		Taxable Professional Services Sub-total			
SS-SUPPORT-PG	SPINITAR	One Year Performance Guarantee	1	\$0.00	\$0.00
SUBTOTAL:					\$176,719.98
TAX:					\$11,739.70
TOTAL:					\$188,459.68



AUDIO, VISUAL AND COMMUNICATION SOLUTIONS. SINCE 1986

Taxes and Shipping

Applicable taxes and shipping charges will be added to invoices issued for the project.

Standard Payment Terms

40% - due upon project commencement

40% - due upon delivery of equipment to Spinitar warehouse and initiation of in-shop installation

20% - due at substantial completion and/or sign off

Invoices will be submitted in accordance with standard terms.

The project will be invoiced based on a contract price of \$188,459.68.

Spinitar is committed to improving how our clients present, receive and exchange important information in their communication environments. We have the experience and expertise to provide City of San Clemente with multimedia systems that will serve as models for innovative presentation, training and conferencing environments.

The Spinitar team looks forward to working with you on this project.

Sincerely,

SPINITAR

Todd Elrod
Account Manager

Client Approval

Name/Title (please print)

Date



SPINITAR

AUDIO, VISUAL AND COMMUNICATION SOLUTIONS. SINCE 1986

Thank You!

	1st Year Performance Guarantee	Silver	Gold	Platinum
Service status	Based on availability	Preferred	Preferred	Preferred
Detailed service reports	Included	Included	Included	Included
Remote support setup				
Telephone support / response time M-F 8a-5p		Included / 4 hr. response	Included / 2 hr. response	Included / 30 min. response
Email support / response time M-F 8a-5p	Included / No SLA	Included / 4 hr. response	Included / 2 hr. response	Included / 30 min. response
On-site support / response time M-F 8a-5p	Unlimited on-site support / No SLA	Four (4) on-site support calls / 16 hr. response	Unlimited on-site support / 8 hr. response	Unlimited on-site support / 4 hr. response
On-site support outside M-F 8a-5p	\$170/hr (4hr. min) Trip Charge: \$65/minimum	\$150/hr (4hr. min) Trip Charge: \$65/minimum	\$100/hr (4hr. min) Trip Charge: \$65/minimum	Two (2) on-site support visits per year Gold pricing thereafter
Preventative Maintenance (PM) visits		One (1) PM visit per year	Two (2) PM visits per year	Four (4) PM visits per year
Complete parts repair and/or replacement	Included		Included	Included
Replacement lamps and consumables	Cost + 25%	Cost + 20%	Cost + 10%	Cost + 0%
Ground shipment	Included	Cost + 0%	Included	Included
Expedited shipment	Cost + 0%	Cost + 0%	Cost + 0%	Included
Loaner Equipment (subject to availability)	Rentals available	Rentals available	Included	Included
Spinitar's In-House Diagnostic Center		\$120 per incident (applied to repairs if approved)	Included	Included
Firmware/software updates (assumes provided to Spinitar @ no charge)		Included	Included	Included
System training for main POC's		\$100/hr. (2 hr. min)	Included	Included
Technology Showcase Event(s)			Included, One (1) per Year	Included, Two (2) per Year
Success Manager consultative meetings			Included, Semi-Annually	Included, Quarterly



SPINITAR

Support Plans & Benefits

Audio, Visual and Communication Solutions



The New Standard in Audiovisual Tech Support

HelpPoint™ by Spinitar

INSTANT INFORMATION + LIVE HELPDESK SUPPORT

Improving the employee experience, as it relates to audiovisual systems, is a request we hear time and time again. How do we provide the support our employee's need, when they need it, to effectively operate and utilize the technology we have invested in?

Spinitar has the solution that we feel empowers and elevates the employee's effectiveness with your investment, thus increasing their overall experience in your AV spaces.

SELF-HELP AV INFORMATIONAL PORTAL

- Live QR/NFC/Web Help Points
- Fully Integrated Video Helpdesk
- On-Site Document Repository & Web-App
- User Guides & How-To Videos
- Asset Management
- Facilities Support

AV SERVICE FOR EVERY SPACE

- Meeting/Conference Rooms
- Huddle Spaces
- Equipment Racks
- Classrooms
- Information Kiosks
- Individual Devices
- Anywhere You Need Support

ABOUT SPINITAR

Since 1986, Spinitar has been designing, building, and supporting high-performance work and learning environments for our customers throughout the world. Our 'Services First' approach, along with our investment in the very best talent and infrastructure to support our work, has helped us become one of the most respected audiovisual and communication solutions and services firm amongst corporate, education, hospitality, government and healthcare professionals.



Contact Us

www.spinitar.com
(800) 722-6444
sales@spinitar.com

Audio, Visual and Communication Solutions. Since 1986.



Lexi Automated Captioning Monthly Pricing

5 Hour Plan

\$199.00 monthly - First 5 hours of Lexi per month are included. Additional hours in a given month are billed at \$39.80 per hour.

10 Hour Plan

\$299.00 monthly - First 10 hours of Lexi per month are included. Additional hours in a given month are billed at \$29.90 per hour.

20 Hour Plan

\$399.00 monthly - First 20 hours of Lexi per month are included. Additional hours in a given month are billed at \$19.95 per hour.

30 Hour Plan

\$525.00 monthly - First 30 hours of Lexi per month are included. Additional hours in a given month are billed at \$17.50 per hour.

60 Hour Plan

\$829.00 monthly - First 60 hours of Lexi per month are included. Additional hours in a given month are billed at \$13.82 per hour.

125 Hour Plan

\$1200.00 monthly - First 125 hours of Lexi per month are included. Additional hours in a given month are billed at \$9.60 per hour.

250 Hour Plan

\$2200.00 monthly - First 250 hours of Lexi per month are included. Additional hours in a given month are billed at \$8.80 per hour.

If after choosing a plan, you decide that a different plan would better suit your needs, you may notify us of the desired change to be put into effect starting with the month following the notification. Please ensure that you have received confirmation of the change from us prior to the start of the new plan.

EEG Cloud Terms of Use

The following Terms of Use apply to the EEG "Falcon", "Scribe", and "Lexi" products, as well as other offerings made through the EEG Cloud website (<https://eegcloud.tv>).

The following Terms of Use (these "Terms") create a binding legal agreement between you, either an individual user of at least 18 years of age or, alternatively, a single legal entity ("You" or "Your") and EEG Enterprises Inc ("EEG" or "We" or "Us" or "Our"), regarding Your use of the EEG Cloud service and related services, networks, and products, which are owned, controlled, or licensed by EEG and that allow for the acquisition, manipulation (including but not limited to adding or editing closed captions and subtitles), and distribution of video, audio, and other content (the "Service" or the "Services").

By accessing and using the Service, or by otherwise indicating your acceptance of these Terms, You agree to be bound by these Terms. You hereby represent and warrant to EEG that You are at least eighteen (18) years of age or are otherwise capable of entering into and performing legal agreements. If you do not agree to each and every term of these Terms, You must not click "I Accept" or "I Agree" (or similar consent language); and, You may not use any portion of the Service; instead, you must notify EEG immediately and EEG will provide you with a refund of any paid but unused Fees (as defined herein) if you have not used the Service.

If You use the Service on behalf of a legal entity (such as a company), You hereby represent to EEG that You have the authority to bind that entity and that Your acceptance of these Terms will be treated as acceptance of these Terms by that entity; in that event, "You" and "Your" will refer to that entity herein.

When using the Service, You will be subject to and will comply with any additional policies, guidelines, or rules applicable to You or to specific services and features which may be posted or distributed from time to time (the "Policies"). All such Policies are hereby incorporated by reference into these Terms. In the case of any inconsistency between these Terms and any other document that has been incorporated by reference herein, these Terms will control.

EEG reserves the right, at EEG's discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms to the Service to www.eegent.com (the "Site"). Please check these Terms, the Site, and each of the Policies periodically for changes. Your continued use of the Service or the Player after EEG has posted or otherwise notified You of changes to these Terms or any Policy constitutes Your binding acceptance of such changes. Except as stated elsewhere, such amended Terms or Fees (as defined herein) will automatically be effective upon being posted to the Service or to the Site (or such later effective date as may be indicated at the top of such revised Terms).

1. Access to the Service; Ownership; License to EEG Software.

1.1. Subject to Your continued compliance with these Terms and timely payment of Fees, EEG will use commercially reasonable efforts to provide the Services to You on a non-exclusive, non-transferable, and revocable basis. EEG reserves the right, in its sole discretion, to make unscheduled changes, updates, or enhancements to the Service at any time. EEG may add or remove functionalities or features, or suspend or stop the Service altogether, at any time and without providing prior notice to You. You may use the Service solely to stream Content (as defined herein) over the internet or other communications networks, as provided herein. EEG does not presently store any Content, and the Service presently does not allow storage of Content.

1.2. Except for Your Content (as defined below), the data, software, and materials in, on, and used to provide the Service including, without limitation the text, graphics, interactive features, and

Attachment 2

trademarks (including logos), as well as the selection, organization, coordination, compilation, and overall look and feel of the Service (collectively, the "Materials") are the sole intellectual property of EEG, its licensors, or its suppliers. The Materials are protected by copyright, trade dress, patent, trademark, and other laws, as well as international conventions, and proprietary rights. Except as expressly authorized under these Terms or otherwise in writing by EEG, You will not sell, license, distribute, copy, modify, publicly perform, display, transmit, publish, edit, adapt, create derivative works from, or otherwise make use of the Materials or the Service. You will retain all copyright, trademark, or other proprietary notices of EEG. EEG reserves all rights in and to the Service, Software, and Materials not expressly granted to You.

1.3. In the event that You provide comments, suggestions, ideas, or recommendations to EEG with respect to the Service (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Service) (collectively, "Feedback"), You hereby grant to EEG a world-wide, royalty free, irrevocable, transferable, perpetual license to use and otherwise incorporate any Feedback in any way EEG desires, including without limitation in connection with the Service; in no event will EEG owe you anything with regard to Feedback or EEG's use of Feedback.

1.4. Subject to your continued compliance with these Terms and timely payment of all Fees due to EEG (both hereunder and pursuant to any other obligation You may have to EEG), EEG grants You a non-exclusive, non-transferable, non-sublicensable, revocable, limited right and license to use, download, access, operate, integrate, and install the EEG software.

1.5. Locally installed EEG software may utilize a license key to verify Your compliance with these Terms, as well as technology to track and report usage and similar functionality. You may not remove, obscure, disable, or otherwise interfere with the foregoing. EEG may use data collected from the foregoing for any commercially reasonable purpose without obligation to you. You must conspicuously make persons who come into contact with the software aware of your privacy and data use policies and You must comply with all applicable laws regarding the same.

2. Your Account.

2.1. To obtain access to the Service, You may be required to obtain an account with EEG (become a "Registered User"), by completing a registration form and designating a user ID and password. Until You apply for and become a Registered User, Your access to the Service will be limited to the areas of the Service, if any, that EEG makes available to the general public. When registering with EEG You must: (a) provide true, accurate, current, and complete information about yourself as requested by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete at all times.

2.2. Only You may use Your EEG account. You must keep Your account and passwords confidential and not authorize any third party to access or use the Service on Your behalf, unless We provide an approved mechanism for such use. You must contact Us right away if You suspect misuse of Your account or any security breach in the Service. You are responsible for all activities that take place with Your account. Without limiting any limitation of liability in these Terms, EEG will not be liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of or in connection with Your failure to comply with this Section 2.

2.3. If a third party such as an employer provided Your account or directed or authorized the creation of Your account, that third party has rights to Your account and may: manage Your account, reset Your password, or suspend or cancel Your account; view Your account's usage and profile data, including how and when Your account is used; and view information in Your account. If You are an individual Registered User of the Service, and the domain of the primary email address associated with Your account is owned by an organization and was assigned to You as an employee, contractor, or member of such organization, and that organization wishes to establish a commercial relationship with Us and add Your account to such relationship, then, if You do not change the email address associated with Your account, Your account may become subject to the commercial relationship between EEG and such organization and controlled by such organization.

Attachment 2

2.4. EEG reserves the right, in its sole discretion, to deactivate, change, and require You to change Your EEG user ID and any custom or vanity user names, URLs, custom links, or vanity domains You may obtain through or use with the Services for any reason or for no reason at any time, with or without prior notice.

2.5. You will use reasonable efforts to communicate these Terms to anyone who may or will come into contact with or use the Service through Your account, including, without limitation, any employees, contractors, agents or customers. You will ensure such third parties' compliance with these Terms and will be liable to Us for any act or omission by any such third party to the same extent that You would have been liable to Us had You committed such act or omission.

3. Content.

3.1. We don't claim ownership of any audiovisual content that is uploaded or transmitted to, or stored, distributed, processed, or displayed by the Service (collectively, "Content"). We also don't control, verify, or endorse the Content that You and others make available to, on, through, or from the Service. We may provide functionality and compatibility with third party services that allow You to control who may access Your Content. If You enable the features that allow You to share the Content with others, anyone You've shared content with (including the general public, in certain circumstances) may have access to Your Content.

3.2. You hereby grant EEG and its contractors the right, to view, use, modify, adapt, reproduce, transmit, distribute, display, and disclose Content to the extent necessary (as determined by EEG in its sole discretion) to provide the Service; to comply with any law or judicial order, for promotional or similar purposes, or as otherwise permitted by these Terms. Notwithstanding anything to the contrary herein, Your Content is not considered confidential information, and EEG has no obligation to keep Your Content confidential or secret.

3.3. You represent, covenant, and warrant that: (a) You have all the rights in the Content necessary for You to use the Service and to grant the rights in this Section; and, (b) the storage, use or transmission, or display or playback, of the Content and Your use of the Service doesn't violate any law, these Terms, or the rights of any third party.

3.4. You will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws and regulations; (c) promptly handle and resolve any notices and claims relating to the Content, including without limitation, any notice sent to You by any person or entity claiming that any Content violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act ("DMCA") and any other notices; and (d) maintain appropriate security, protection, and backup copies of the Content, which may include Your use of additional encryption technology to protect the Content from unauthorized access. EEG will have no liability of any kind as a result of the deletion, correction, destruction or loss of, or damage to or failure to store or encrypt, any Content.

3.5. You will immediately (upon becoming aware) notify EEG in writing of any unauthorized use of: (a) any Content; (b) any account associated with the Service; or (c) the Service. In the event of any such unauthorized use by any third party that obtained access through You, You will take all steps necessary to immediately terminate such unauthorized use. You will provide EEG with any cooperation and assistance related to any such unauthorized use as EEG may reasonably request.

3.7. When using the Service, You may be exposed to content and information from a variety of sources ("Third Party Content"). Such Third Party Content may be inaccurate, offensive, indecent, or objectionable. EEG is not responsible for any Third Party Content, including the accuracy, usefulness, safety, or intellectual property rights of or relating to any Third Party Content. EEG does not endorse any Content or Third Party Content or any opinion, recommendation, or advice expressed therein, and EEG expressly disclaims any and all liability arising from the Content or Third Party Content. YOU HEREBY WAIVE ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST EEG WITH RESPECT THERETO, AND WILL INDEMNIFY AND HOLD THE EEG PARTIES (AS DEFINED BELOW) AND ITS LICENSORS HARMLESS TO THE FULLEST EXTENT ALLOWED BY LAW REGARDING ALL MATTERS RELATED TO YOUR CONTENT AND USE OF THE SERVICE.

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3.8. YOU SPECIFICALLY ACKNOWLEDGE THAT EEG IS NOT LIABLE FOR CONTENT OR ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

4. Payment.

4.1. The fees applicable for the Service ("Fees") are available within the Service, on the Site, or in EEG's then-current published price list. The prices stated for the Service exclude all taxes and charges unless stated otherwise. You're responsible for and will pay any taxes and all other charges (for example, currency exchange settlements). You will pay all Fees in U.S. Dollars and through a payment type, mechanism, and process approved by EEG in its sole discretion.

4.2. In addition to any Fees, You may still incur charges incidental to using the Service from EEG or from third parties; these charges could include, for example, charges for Internet access, data roaming, and other data transmission charges.

4.3. Notwithstanding anything to the contrary herein, EEG may suspend or cancel Your access to the Service if You fail to pay (or fail to permit EEG to collect) all Fees in full and on time, as determined by EEG in its sole discretion.

4.4. You must be authorized to use the payment method that You provide when You create a billing account. You authorize EEG to charge You for the Service using Your payment method and for any paid feature of the Service that You choose to sign up for or use while these Terms are in force. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; (d) on a recurring basis for subscription Services; or (e) in a "threshold" manner, such that we bill and charge Your designated method of payment at any time Your account balance reaches a level we designate. EEG may bill You simultaneously for more than one of Your prior billing periods. Once You have signed up for a recurring subscription term or once EEG has informed You that the Service will be provided indefinitely or automatically renewed, We may automatically renew Your Service and charge You for any renewal term.

4.5. You will keep all information in Your billing account current. You can access and modify Your billing account information using the Site. You may change Your payment method to another payment method then-approved by EEG at any time. If You have a \$0 balance due with EEG and tell EEG to stop using Your payment method, and EEG no longer has an approved method of payment on file for You for charges related to the Service, We may cancel Your account or access to the Service. Your notice to EEG will not affect charges We submit to Your billing account before We reasonably could act on Your request.

4.6. EEG will notify You in advance, either through the Service or by email to the email address You have most recently provided to EEG, if We change one or more prices of the Service. If there's a specific length and price for Your Service offer, that price will remain in force for that time; after that period ends, Your use of the Service will be charged at the new price. If Your Service is on a period basis (for example, monthly) with no specific length, EEG will notify You of any price change at least 30 days in advance. If You don't agree to these changes, You must cancel and stop using the Service through a cancellation process then-approved by EEG no later than fourteen (14) days prior to the conclusion of Your current payment term, whether monthly, yearly, or otherwise. If You cancel, Your Service will end at the end of Your current Service period or, if EEG bills Your account on a period basis, at the end of the period in which You properly canceled. If You fail to cancel as required, EEG will have the right to automatically renew the Service for the same term and will charge Your payment information on file with Us commencing on the first day of the renewal term.

4.7. Payments for Fees related to all of Your accounts are due upon invoicing of such amounts by EEG unless otherwise agreed to by EEG in writing; this may mean that EEG will automatically charge Your approved method of payment when Your account for the Service reaches a balance threshold established by EEG. If payment is not received by EEG on the due date or if You fail to maintain an approved and valid method of payment on file with EEG at all times, Your account may be frozen, inaccessible, or cancelled, and all shared links turned off, until all outstanding payments have been received and processed by EEG. You will settle all outstanding balances in a timely manner and maintain current billing information. If not complied with, Your account may be

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deactivated; and, Your use of the Service may be terminated, and Your Content may no longer be retrievable.

4.8. Unless We notify You otherwise, if You're participating in any trial period offer, You must cancel the Service by the end of the trial period to avoid incurring new charges. If You do not cancel Your Service within such time, You authorize Us to charge Your payment method for the Service.

4.9. Except as specifically set forth in this section, all Fees are non-refundable.

4.10. Except as prohibited by law, EEG may assess a late charge if You do not pay on time. You must pay these late charges when We bill You for them. The late charge will be the lesser of 1 percent of the unpaid amount each month or the maximum rate permitted by law. EEG may use a third party to collect past due amounts. You will pay for all reasonable costs EEG incurs to collect any past due amounts, including reasonable attorneys' fees and other legal fees and costs. EEG may suspend or cancel Your Service if You fail to pay in full on time.

5. Prohibited Uses. You will not, and will not encourage, assist, or permit any other person or entity to (the following collectively may be referred to as the "Prohibited Uses"):

5.1. Upload to, produce on, or distribute, display, or playback via the Service any Content that violates any law, regulation, treaty, or third party right (including, without limitation, trade secret, intellectual property, privacy, or publicity rights);

5.2. Publish falsehoods or misrepresentations that could damage EEG or any third party;

5.3. Post, upload, create, or distribute Content that, in EEG's sole discretion, is unlawful, obscene, defamatory, libelous, threatening, pornographic, vulgar, harassing, hateful, racially or ethnically offensive; or post, upload, create, or distribute Content that encourages conduct that could be considered a criminal offense, give rise to civil liability, violate any law, or is or could otherwise be harmful, inappropriate, or dangerous;

5.4. Perform any fraudulent activity, including without limitation, impersonate another person or entity, falsely claim an affiliation with any person or entity, or access the Service accounts of others without permission;

5.5. Misrepresent the source or rights-holder of Content;

5.6. Use the Service for any purpose other than as intended by EEG including without limitation as the sole repository for your Content;

5.7. Use the Service in any situation in which the failure of the Service to operate, to operate without error or delay, or to fail to preserve Your Content could result in injury, harm, or death to any person or entity;

5.8. Circumvent, disable, or otherwise interfere with security or intellectual property protection-related features of the Service;

5.9. Rent, lease, loan, sell, resell, sublicense, distribute, or otherwise transfer or share the rights provided under these Terms;

5.10. Delete, modify, or obscure indications or notices regarding the copyright or other rights in the Service or in any Content;

5.11. Make unsolicited offers, advertisements, or proposals, or send junk mail or spam related in any way to the Service;

5.12. Use the Service for any illegal purpose, in violation of any law, or to defame, abuse, harass, threaten, stalk or otherwise violate the legal rights of a third party;

5.13. Use or collect information about people who receive the Content that is in any way illegal, violates the rights of such people, or is otherwise prohibited;

5.14. Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Service or any part thereof, including any Material;

5.15. Modify, adapt, translate, or create derivative works based on the Service or the Materials, or on any part thereof;

5.16. Interfere with or damage the operation of the Service or any party's enjoyment of the Service by any means (as judged in EEG's sole discretion);

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5.17. Take any action that imposes or may impose, in EEG's sole discretion, an unreasonable or disproportionately large burden on EEG's or the Service's infrastructure, or on the Service;

5.18. Store or transmit any Content that contains or is used to initiate a denial of service attack, software viruses, or other harmful or deleterious computer code, files or programs, such as Trojan horses, worms, time bombs, cancelbots, or spyware;

5.19. Access or attempt to access EEG's other accounts, computer systems, or networks not covered by these Terms, through password mining or any other means; or

5.20. Use the Service or any third-party service(s) to export or re-export Content, the Service, or Materials in violation of applicable law and regulation, including without limitation applicable provisions of the U.S. Export Administration Act and its related rules and regulations.

6. Termination; Violations.

6.1. EEG may, in its sole discretion, for any or no reason, and without penalty suspend or terminate any account (or any part thereof) You may have with EEG, or Your use of or access to the Service, or remove or discard all or any part of Your account, user profile, and any Content, at any time and without providing prior notice to You. EEG will not be liable to You or to any third party for any such termination, suspension, or removal or deletion of Content regardless of the reason for such action. EEG may refer any suspected fraudulent, abusive, or illegal activity may to appropriate law enforcement authorities. These remedies are in addition to any other remedies EEG may have at law or in equity. If EEG terminates the Services for convenience prior to the completion of any particular subscription period, Your sole remedy is a pro-rata refund of the unused portion of the purchase price paid for the unavailable Service. Usage-based charges are not refundable for any reason. EEG RESERVES THE RIGHT TO ALTER, REMOVE OR DISCONTINUE ANY PORTION OF THE SERVICE OR THE CONTENT ON THE SERVICE OR TO SUSPEND OR TERMINATE YOUR USE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION; AND, EEG WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF SUCH CHANGES.

6.2. EEG does not permit copyright infringing activities on the Service, and may terminate access to the Service, and remove any Content or other content submitted by any users.

6.3. Your only remedy with respect to any dissatisfaction with (i) the Service; (ii) any term of these Terms; (iii) any policy or practice of EEG in operating the Service, or (iv) any Content or information transmitted through the Service, is to terminate these Terms and Your account.

6.4. You may terminate these Terms at any time by discontinuing use of any and all parts of the Service and providing EEG written notice of such termination. For clarity, notwithstanding anything to the contrary herein, no Fees or other amounts payable by You hereunder are refundable upon termination of Your account with EEG

6.5. The following provisions survive the termination of these Terms: 1.2, 1.3, 1.4, 1.5, 1.6, 3.3, 3.6, 3.7, 4 (with respect to any amounts owed prior to termination), 6.2, 10, 11, 12 13, 16 17, 18, 19, 20, and 23.

7. Copyright Infringement Notification.

7.1. EEG does not tolerate behavior or Content that infringes any copyright or other intellectual property rights, or otherwise violates these Terms, and will respond to notices of alleged copyright infringement that comply with the DMCA and are properly provided to Us. EEG reserves the right to make unavailable, prohibit, delete, or disable any Content (and Your and Your viewers' Access to such Content) alleged to violate these Terms and to terminate repeat alleged infringers. Our designated agent for notice of alleged copyright infringement is:

Attn General Counsel
EEG Enterprises Inc
586 Main Street
Farmingdale, NY 11735
support@eegent.com

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7.2. The DMCA specifies that all infringement claims must be in writing (either electronic mail or paper letter) and must include the following:

7.2.1. A physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf;

7.2.2. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

7.2.3. A description of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit EEG to locate the material;

7.2.4. Information reasonably sufficient to permit EEG to contact You, such as an address, telephone number, and, if available, an electronic mail address;

7.2.5. A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

7.2.6. A statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

7.3. Only DMCA notices should go to the designated copyright agent; any other comments, requests, or other communications should be directed to EEG customer service.

8. Content Stored in the United States. The Service is provided from the United States. By using and accessing the Service, You understand and consent to the storage and processing of the Content in the United States. In addition, EEG reserves the right to store and process Content outside of the United States.

10. Privacy; Publicity.

10.1. In order to operate and provide the Service, We collect certain information about You. As part of the Service, We may also automatically upload information about You, Your computer, Your device, Your use of the Service, and Service performance. We use and protect that information as described in the privacy policy located at www.eegent.com. We may access or disclose information about You, including the content of Your communications, in order to: (a) comply with the law or respond to lawful requests or legal process; (b) protect the rights or property of EEG or our customers, including the enforcement of our agreements or policies governing Your use of the Service; or (c) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of EEG employees, customers, or the public. We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Service as part of our efforts to protect the Service, protect our customers, or stop You from breaching these Terms. The technology or other means We use may hinder or break Your use of the Service.

10.2. You will obtain any permissions required to employ any features or functionality that You use, and will post and maintain a privacy policy that is consistent with Your use of all any features or functionality employed by You, which complies with applicable law, and that prominently discloses Your privacy-related practices. You will not rely on EEG's opinion or direction as a substitute for legal advice, and shall retain the responsibility for ensuring that its own conduct and policies (including its privacy policy) are sufficiently protective of its users' rights.

10.3. EEG may use your name, organization name, organization logo, and other identifying information to identify You as a EEG customer, Service user, or both. Such use of Your name will be without royalty or other obligation by EEG to You.

11. Disclaimer.

11.1. EEG, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "EEG PARTIES") PROVIDE THE SERVICE AND CONTENT "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EEG PARTIES MAKE NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND,

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WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION: (A) ANY REPRESENTATION OR WARRANTY: (I) RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE; (II) RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS (OR THE LACK THEREOF) IN THE SERVICE, OR ANY PART THEREOF; (III) THAT THE SERVICE, OR THE RECORDING, SAVING, OR DELIVERY OF CONTENT WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS; (IV) THAT THE CONTENT WILL BE RECORDED, SECURE, OR NOT OTHERWISE LOST, NOT PRESERVED, DELETED, MADE INACCESSIBLE, OR DAMAGED; (V) RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE; (VI) RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS OF THE EEG PARTIES; AND (VII) THAT THE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON; OR (B) ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH JURISDICTIONS, THE FOREGOING EXCLUSION ARE LIMITED AS REQUIRED BY LAW.

11.2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EEG OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY. YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAINING OF INFORMATION, MATERIALS, CONTENT, OR DATA THROUGH THE SERVICE (INCLUDING RSS FEEDS) OR ANY THIRD-PARTY SERVICES IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA OR CONTENT THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

12. Limitation of Liability.

12.1. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE EEG PARTIES OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR (A): ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OF CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF EEG HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, INCLUDING THOSE DAMAGES ARISING OUT OF: (A) THE SERVICE, YOUR ACCESS, USE, OR INABILITY TO USE THE SERVICE; (B) ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE (INCLUDING LOSS PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SERVICE); (C) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE, (D) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL IDENTIFIABLE INFORMATION STORED THEREIN, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY.

12.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE EEG PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS, CONTENT, YOUR USE OF THE SERVICE, OR YOUR INTERACTION WITH OTHER SERVICE USERS (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE NET AMOUNT RECEIVED BY EEG, IF ANY, FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE FIRST CLAIM ARISING UNDER THESE TERMS, OR U.S. FIVE DOLLARS (\$5.00), WHICHEVER IS GREATER.

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12.3. THE LIMITATIONS AND EXCLUSIONS OF THIS SECTION APPLY EVEN IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

13. Indemnification.

13.1. You will indemnify, defend and hold harmless the EEG Parties from and against any losses, claims, damages, liabilities, including legal fees and expenses, arising out of or related to: (a) any claim due to or arising out of Your violation of these Terms, including but not limited to a claim arising out of a breach of Your representations or warranties made hereunder; (b) Your use or misuse of or access to the Service; (c) Your violation of any law, regulation or third party right, including without limitation any copyright, property, or privacy right; (d) any claim that You or Your Content caused damage to a third party; (e) any other of Your activities or omissions; or, (f) Content delivered to, manipulated by, or streamed from Your account.

13.2. EEG reserves the right, at Your expense, to assume the exclusive defense and control of any matter for which You are required to indemnify EEG, and You will cooperate with EEG's defense of these claims.

14. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned or transferred by EEG in whole or in part without restriction.

15. Waiver, Severability, Interpretation. The failure to require performance of any provision will not affect EEG's right to require performance at any time thereafter, nor will a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any portion of these Terms is found to be unenforceable, such portion will be modified to reflect the parties' intention and only to the extent necessary to make it enforceable, and the remaining provisions of these Terms will remain in full force and effect. These Terms will be deemed to have been jointly drafted by You and EEG.

16. Notice. EEG may provide You with notices, including those regarding changes to EEG's terms and conditions, by email, regular mail, or postings on the Service or the Site. Notices emailed to You will be deemed given and received when the email is sent. If You don't consent to receive notices electronically, You must stop using the Service. Alternatively, We may give You legal notice by mail to a postal address, if provided by You through the Service. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Service or the Site is deemed given upon its posting. You may provide legal notices to Us via email to support@eegent.com with a duplicate copy sent via registered mail, return receipt requested, to the following address: General Counsel, EEG Enterprises Inc, 586 Main Street Farmingdale, NY 11735 USA. Any such notice from You, in either case, must specifically reference that it is a notice given under these Terms.

17. Choice of Law; Forum. These Terms are governed and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules. The parties specifically exclude from application to these Terms the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

17.1. If You reside in the United States, any dispute arising out of or relating to these Terms or Your access to or use of the Service will be subject to the exclusive jurisdiction of the state and federal courts located within Nassau County in the State of New York, and You hereby submit to the personal jurisdiction of such courts.

17.2. If You do not reside in the United States, any dispute arising out of or relating to these Terms or Your access to or use of the Service will be resolved by binding arbitration administered in the state of New York.

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17.3. YOU MUST COMMENCE ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

18. Cooperation. You will provide EEG with any reasonably requested cooperation or assistance related to these Terms, Your use of the Service, or EEG's delivery of the Service to You or to third parties.

19. Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

20. Entire Agreement. This is the entire agreement between You and EEG relating to the subject matter herein (including external materials incorporated by reference) and will not be modified except in writing, signed by both parties, or by a change to these Terms or Policies made by EEG as set forth above. These Terms supersede any prior contract or oral or written statements regarding Your use of the Service.

21. No Agency. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

22. No Third Party Beneficiaries. The parties specifically disavow any desire or intention to create a "third party" beneficiary contract, and specifically declare that no person, except for the parties and their permitted assigns, will have any rights hereunder nor any right of enforcement hereof.

23. Consent to Electronic Communications and Solicitation. By registering with EEG or using the Service, You understand that We may send You communications or data regarding the Services, including but not limited to (a) notices about Your use of the Services, including any notices concerning violations of use, (b) updates, and (c) promotional information and materials regarding EEG's products and services, via electronic mail. We give You the opportunity to opt-out of receiving promotional electronic mail from Us by following the opt-out instructions provided in the message.

24. Force Majeure. We will not be liable for, or be considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond Our reasonable control.

25. Patents. The Services, or portions thereof, may represent patented or patent-pending EEG technology. If you have questions about EEG patents, please refer to www.eegent.com.