



## **NTI-SCP**

**NTI System Care Program**

**Ongoing Support Contract  
Optional: 1-year or 3-year**



# Letter to Client

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Since our inception, National Technology Integrators (NTI), has strived to deliver masterful solutions for our clients. At our core we design and build audiovisual (AV) systems that promote collaboration between individuals or teams of people. At NTI we continually meet and exceed our clients' expectations by providing the best value systems coupled with our industry-leading System Care Program (SCP).

At NTI, it is our goal to ensure your system is always operating at peak performance. We understand the importance of your office technology being functional, ready, and problem free so your team can operate the system with confidence and ease. We take pride in our ability to minimize system downtime with our System Care Program (SCP). SCP is intended to extend the life of your integrated system and protect your technical investment for years to come. Your SCP contract includes preventative maintenance visits with on-demand support and remote assistance. All SCP support is provided by trained industry professionals that will document, monitor, and update your system as needed.

We would like to thank you for the opportunity to provide on-going support for your AV systems, and we look forward to being your "on-going" solutions provider for all your technology needs.

If you have any further questions regarding this agreement, please contact the SCP department at: [service@nti.llc](mailto:service@nti.llc) or (301) 979-7901.

Sincerely,

Nuvan Seneviratne - CEO



# About NTI

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NTI is a national AV, security, and IT contractor. Key services include consulting, design/build, systems integration, and ongoing support.

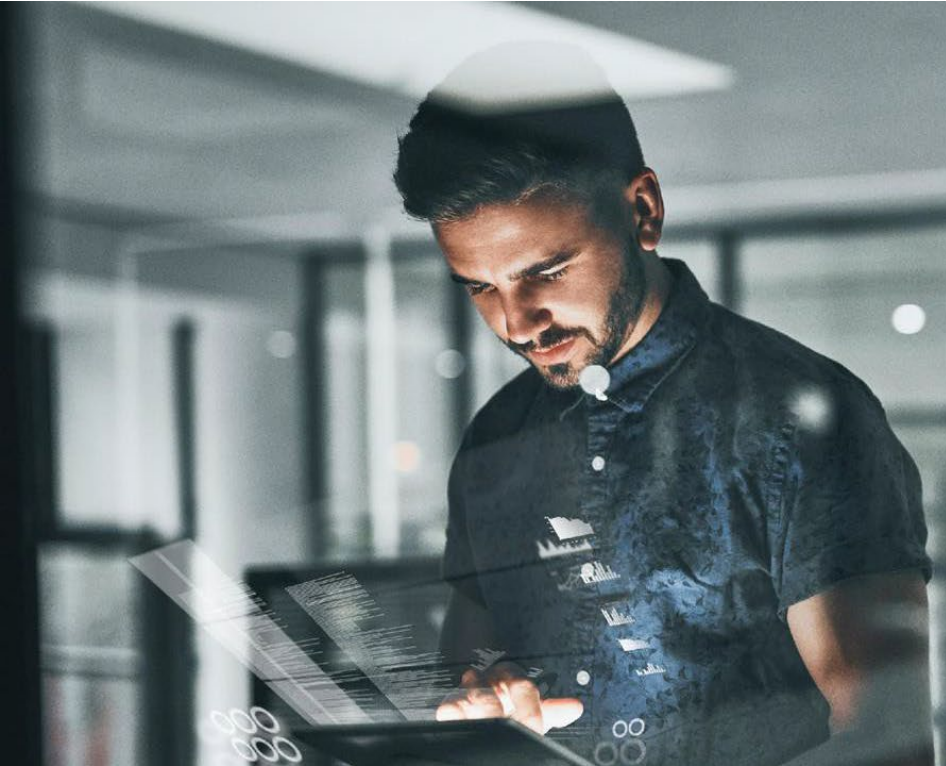
NTI has a diverse group of technical managers, system programmers, AV installers and an SCP rapid response service team; collectively our team supports hundreds of successful commercial and government projects of all sizes.

At NTI we provide friendly, prompt, and accurate service. We can do this because we invest in our staff and partners by providing them with the latest tools and technology married with the industry's best technical training. NTI believes that the best way to operate is with a diverse, talented, and educated staff whose goal is to provide outstanding customer service and user experience.

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*Our company goal is to serve our customers beyond their expectations and to work together to build their business.*

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## Areas of Expertise

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Audio Visual / Conferencing

Security (Access, CCTV, Intrusion)

Network Administration/Services

Digital Signage

Live Streaming and Capture

Network Infrastructure

Sound Masking

Managed Services



# Coverage Details

NTI is pleased to have the opportunity to provide you with a Service Care Program (SCP) proposal to provide ongoing support for your integrated system. Qualifying SCP plans will include an NTI laptop, loaded with the latest AV diagnostic software. The laptop will be configured and ready to connect to your audiovisual system upon request. Having the ability to retrieve diagnostics and provide top tier support remotely is like having an AV tech on staff. It provides the peace of mind that your NTI system will perform as designed, every time you need it. Below is an overview of the SCP plan and support responders.

#	SERVICE/TASK	WORK DETAILS
1	Preventative Maintenance and Testing (PMT)	<p>Includes:</p> <ul style="list-style-type: none"><li>• Annual preventative maintenance (PMT) (See contract for quantity of visits)</li><li>• Testing of all systems, sources, and components noted in the associated contract.</li><li>• Identify any failing or unstable connections or cables (replace as needed)</li><li>• Update, backup and archive all AV software, custom code, configurations and firmware revisions (as needed)</li><li>• SCP will provide a report on system health and operation (See Appendix A for complete maintenance/ inspection checklist).</li><li>• NOTE: If NTI furnished hardware is found to be defective during a PMT visit; Labor to remove and re-install noted hardware is covered by the SCP. Repair of any material covered under manufacturer warranty will be coordinated by NTI's Service Administrator. Expedited delivery will be utilized when available and additional cost (covered by the client) is approved. Redundant equipment will be installed under the terms of the SCP. Equipment repairs/replacement that is not covered by manufacturer warranty will be quoted to the client for approval/ signature prior to executing.</li><li>• NOTE: Equipment installed or furnished by others will be repaired/ replaced billed as a time and materials cost (covered by the client).</li></ul>
2	Remote Tier 1 Support	<ul style="list-style-type: none"><li>• Remote/ Phone Support During NTI's Business Hours (7:30 am-5pm Mon-Fri, excluding Holidays). Response time as noted in the associated contract.</li><li>• Remote support provides access to NTI's industry professionals to help remedy the problem and minimize down time.</li><li>• For on demand Support, Client to submit the support request at: <a href="https://nti.llc/service">https://nti.llc/service</a></li></ul>
3	On-Site Support	<ul style="list-style-type: none"><li>• On-site Support During NTI's Business Hours (7:30 am-5pm Mon-Fri). Response time as noted in the associated contract.</li><li>• For on demand Support, Client to submit the support request at: <a href="https://nti.llc/service">https://nti.llc/service</a></li></ul>





# Preventative Maintenance

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During an SCP preventative maintenance visit our service technicians will clean, inspect, and update your integrated system. Our detailed preventative maintenance check list ensures every part of your system is thoroughly scanned and tested to minimize technical problems and ensure system stability.

- Rack Hardware
  - Remove Dust, wipe and sanitize front panel of AV equipment
  - Replace and/or clean filters on equipment
  - Inspect wire terminations and cables for defects
    - Replace connections and cable as needed
- Room Hardware
  - Test all video, audio, and USB inputs
    - Replace connections as needed
  - Inspect user cables (HDMI/USB) and replace as needed
    - Remove dust and clean connection points
  - Clean, disinfect, and sanitize wireless / wired microphones (as needed)
    - Replace batteries (as needed)
    - Test microphone signals
  - Clean and sanitize touch panel and control surfaces
  - Clean displays and inspect connections
  - Verify all speakers are transmitting audio and are equally balanced across the entire audio zone.
    - Listen for hum, static or intermittent connections.
- System Software
  - Update firmware (as needed)
  - Extract current revisions for NTI / Client backup server
  - Review equipment logs and document any changes
  - Extract and Clear system/device messages
- Audio, Video, and Control Certification
  - Using the NTI Audio Signal Generator
    - Test all source equipment and outputs
- Documentation
  - Service Technician Check List completed
  - Update and backup documentation and software on NTI server



# Client Agreement

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THIS AGREEMENT is made and entered into on final signing and execution between NTI ("**Dealer**"), and the system purchaser ("**Client**"). The parties agree as follows:

1. Services. Subject to the provisions of this Agreement, Dealer will provide System Care Program (SCP) services (the "**Services**") for specific Client on-site electronic systems (the "**Systems**"), each as described in Section 1 or Appendix A of this Agreement. All such Services will be rendered in accordance with such policies as may be established by Dealer from time to time.
2. Premises. The Systems will be located at the address specified on this document's cover page (the "**Premises**"). All Services rendered by Dealer hereunder are for Systems located at the Premises and/or at such other locations specifically agreed upon by Dealer and Client in writing. Dealer will not be liable for any failure to perform under this Agreement if the Systems are relocated without prior agreement. To the extent that such activities are included in the description of Services in Section 1, Client agrees to allow agents and representatives of Dealer access to the Premises at all reasonable times to install, maintain, service, repair and/or replace the monitoring Appliance and/or components of the System. If multiple visits by NTI are required due to such complications or if the rooms become unexpectedly unavailable or occupied and the technician cannot continue with work, additional charges will apply. Scheduled service calls and preventative maintenance service visits must be canceled 24 hours in advance of the scheduled appointment. Service calls not canceled 24 hours in advance will be invoiced for the full amount of the appointment fee.
3. Monitoring Appliance; Internet Connectivity (Where applicable). Dealer's ability to perform certain of the Services is dependent upon installation and continued connection at the Premises of the remote monitoring appliance (the "**Appliance**") described in Section 1, which is available for [purchase] from Dealer for the price specified (if applicable). Dealer's ability to perform certain of the Services is also dependent on Client's maintenance of a reliable, timely, electronic connection to the Internet. Accordingly, Client will obtain, install, operate, and maintain, at Client's expense, all necessary hardware, software, and telecommunications connections, services and equipment, compatible with and suitable to allow Dealer to monitor the Systems via the Internet.
4. Fees. Within 30 days following execution of this Agreement, Client will pay Dealer the 100% of the total SCP value and will subsequently complete payments on a quarterly basis for the remainder of the contract non-refundable fee specified in Section 1 in consideration of Dealer's performance of the Services during the initial period of



performance specified in Paragraph 5 below. Any extension of the period of performance will be subject to Dealer's then-current fees for the Services, payable in advance. Client agrees to pay all Federal, State, and local taxes, if any, which may now or hereafter be imposed or levied upon any charge, fee or other amount payable by Client hereunder. Dealer will have the right to delay the commencement of or suspend performance of Services under this Agreement immediately at any time if Client fails to make any payment when due. Client will be responsible for all of Dealer's costs of enforcing this Agreement including, but not limited to, court or arbitration costs, attorney's fees, and costs of collection.

5. Term. Subject to other provisions of this Agreement, the initial period of performance of Services will be from System Substantial Completion to 1 or 3 Calendar years (based on election). The period of performance will automatically extend for additional annual periods unless either party notifies the other of its intention not to renew upon written notice provided at least thirty (30) days prior to the expiration of the current annual period. Upon termination of Service, Client is responsible for any outstanding balances, including charges for the Appliance or other equipment furnished by Dealer. Any Appliance or other equipment rented or leased from Dealer remains the property of Dealer. Client authorizes Dealer, its representative or its agent to recover any such Appliance or other equipment from the Premises in the event Client fails to return the same.

6. Services and Expenses Not Covered by this Agreement.

- A. Dealer is not responsible for programming any software used or required by the Systems unless such programming or software is specifically listed on Section 1 or in Appendix A. Since the original system components and programming were performed by another company, dealer is not responsible for fixing any software, programming, or hardware issues under this agreement. Software upgrades, revisions, and installation are not covered under this Agreement, nor is service for software that becomes corrupted by no intentional act of Dealer.
- B. This Agreement does not cover or apply to, and Dealer will have no obligation or responsibility to provide Services for any equipment or components not specifically identified in the description of the System in Section 1 or Appendix A, or for any inability to provide Services with respect to any Appliance or Systems or components thereof damaged due to (i) abuse, (ii) misuse, (iii) loss of electrical power or power fluctuation, (iv) work performed by non-Dealer personnel, (v) upgrades or modifications to the Appliance or Systems or components thereof made by non-Dealer personnel, or (vi) Acts of God.
- C. This Agreement does not cover or apply to, and Dealer will have no obligation or responsibility for, services not designated as Services in Section 1 or Appendix A of this Agreement.
- D. Unless otherwise specified in Section 1 or Appendix A, this Agreement does not cover the repair of the Appliance, Systems or components of Systems or the



replacement of the Appliance, Systems or components of Systems. Any excluded services performed by Dealer at Client's request will be subject to payment of Dealer's then-current rates for such services.

7. Product Repair & Replacement. NTI is not responsible for any delay due to difficulty in obtaining product parts from the manufacturer. Expedited shipping will be used for time sensitive parts, all shipping costs will be billed to the Client. NTI does recommend and can provide a quote for any redundant equipment for vital system components. If the Client has an inventory of redundant equipment for their integrated system, they must provide NTI with a list of the parts before signing SCP contract.
8. Network Matters. Client acknowledges that Dealer's ability to perform the Services may be adversely affected by various conditions including, but not limited to, electrical interference, weather, acts of God or governmental authority, equipment failure, user error and the failure of any switch, router or other connecting telecommunications device, and that, therefore, Dealer cannot guarantee the performance of the Services at all times and under all circumstances.
9. Internet Issues. The Internet is not a secure method of transmission, and Dealer cannot guarantee that the Systems are secure from unauthorized, unknown, or unforeseeable security breaches, accesses, or attacks. Dealer's charges for the Services do not include insurance for these inherent risks. Dealer does not make, and hereby disclaims, any warranties, express or implied, that the services provide any form of real-time detection of any or all the foregoing.
10. Limited Warranty; Disclaimer. Dealer warrants that the services will be performed in a professional, workman-like manner, utilizing best practice. Client's sole Remedy for breach of this warranty will be re-performance of nonconforming services or refund of the applicable compensation paid for the services, as determined in dealer's sole discretion. This warranty is in lieu of all other warranties, whether express, implied, or statutory regarding or relating to any services furnished or provided to client under this agreement including, but not limited to, implied warranties of merchantability or fitness for any particular purpose. Any representation or warranty not expressly contained in this agreement is unenforceable. Without limiting the generality of the foregoing, Dealer does not warrant that the services will be uninterrupted or error free. The terms and conditions of this agreement constitute a Service contract and not a product warranty. No employee, agent, representative or affiliate of dealer has authority to bind dealer to any oral representations or warranty concerning the services.
11. Limitation Of Liability. Dealer will not be responsible or liable for any indirect, incidental, consequential, special, exemplary, or punitive damages or for any





amounts that in the aggregate are in excess of the consideration paid to dealer hereunder during the twelve (12) months preceding the date the claim arose, even if notified of the possibility of such damage and notwithstanding the failure of the essential purpose of any remedy. The foregoing limitations will not apply to any claims for personal injury or death.

12. Additional Rights. Certain states do not allow the exclusion of Implied warranties or limitation of liability for certain kinds of damages, so the exclusion of warranties and limitation of liability set forth above may not apply to client.

13. Miscellaneous.

- A. This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws rules. Any disputes related to this Agreement will be exclusively litigated in the state or federal courts located in Montgomery County, Maryland. The provisions of this Paragraph 12(A) will survive the termination of this Agreement.
- B. If any provision of this Agreement will be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby.
- C. Dealer may contract with a third party to provide the Services described in this Agreement. Client may not assign or transfer its rights or obligations under this Agreement to any person or entity, in whole or in part, without Dealer's prior written consent.
- D. All notices, requests, demands or other communications under this Agreement will be in writing or in a ticketed form submitted to dedicated Service Delivery Manager via Email or phone call, and will be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows: (i) If to Client, then Client Signee; and (ii) If to Dealer, then to National Technology Integrators, Attn: Wilson Montoya. Either party may change its address for purposes of this Paragraph 13(D) by giving the other party written notice of the new address in the manner set forth above.
- E. This Agreement and the Appendix(es) attached hereto constitutes a binding legal agreement between Client and Dealer and represents the entire understanding between Client and Dealer with regard to the Services.