



State of Oklahoma

Office of Management and Enterprise Services

**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH
SKC COMMUNICATION PRODUCTS, LLC
RESULTING FROM SOLICITATION NO. 0900000309**

This Addendum 1 ("Addendum") is an Amendment to the Contract awarded to SKC Communication Products, LLC ("SKC") in connection with Solicitation 0900000309 ("Solicitation") and is effective September 2018.

Recitals

Whereas, the State issued a Solicitation for proposals to provide audio video technology systems for the design, acquisition, installation, training, and ongoing support of audiovisual and instructional technologies;

Whereas, the State and SKC have negotiated the final terms under which SKC will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to SKC as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. Negotiated Documents of the Contract.

2.1. The parties have negotiated certain terms of the Contract as follows:

- a. Revisions to the Statement of Work as contained in Attachment A this Addendum;
- b. Certain exceptions to the Solicitation as contained in Attachment B to this Addendum.

- 2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

State of Oklahoma

By: _____

Name: James L. Reese, II

Title: Chief Information Officer

Date: _____

9/14/18

SKC Communication Products, LLC

By: _____

Name: _____

Title: _____

Date: _____

Chris Sa

Chris Laing

Vice President of Operations

9/12/18

ATTACHMENT A
TO ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH SKC COMMUNICATION PRODUCTS, LLC
RESULTING FROM SOLICITATION NO. 0900000309



CUSTOMER NAME

[Keywords]

Proposal Date:

Presented by:

First Last
Account Executive
(800) 882-7779 Ext. XXXX
First.Last@skccom.com

First Last
Design Engineer
(800) 882-7779 Ext. XXXX
First.Last@skccom.com



CUSTOMER NAME System Proposal
[Keywords] Quote # [Quote Number]

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Phone: (800) 882-7779 Fax: (800) 454-4752

Document History

REVISION HISTORY FOR QUOTE #[ENTER QUOTE NUMBER]

Revision #	Revision Date	Description of Change	Author (Last Name)



We are pleased to offer this Statement of Work ("SOW") as an agreement between SKC Communication Products, LLC ("SKC") and the party included on the cover page ("Customer", "you"). This SOW is effective on the date of last signature.

We are looking forward to working with you and above all, we want to make sure this project is a success. This SOW details the work we will do for you, how we will run the project, and what we need from you in order to be successful.

- SKC is an independent contractor and not an employee, agent, joint venture or partner of Customer.

Scope of Services

SKC will perform the following services as part of this Scope of Work:
Remove what you don't use here.

Design – SKC will evaluate your objectives for the space, usage scenarios and network infrastructure and engineer a quality design that meets those needs. Options will be presented to meet functionality and budgetary requirements.

Project engineers – SKC's trained and certified project engineers will take job over post sale. During that time, the job will get another round of quality control while also handling the commissioning of the system

Programming – SKC's certified programmers will prepare your touch panel design and complete control coding. Upon completion of and payment for your project, you own all coding associated with the project. See Programming section below for scope of programming included.

Installation and System Commissioning – Includes delivery of the equipment, cabling, rack build, installation, and commissioning. Commissioning is the process of ensuring the installed systems are functionally tested and conform to the design. Note that commissioning/testing does not include testing of equipment under heavy usage, watching the system run over long periods of time, or on-site monitoring of meeting/events/functions; however these services can be purchased through your SKC Account Executive for an additional fee.

Training - SKC training is organized to provide an immediate day one operation of the equipment and enable training to continue educational efforts within the organization. Training deliverables are

1. One training session, up to 2 hours long, per system type to be conducted on-site on the last day of installation.
2. Operation of the room via touch panel or remotes will be covered
3. Test calls and/or test materials will be presented/shown
4. The lead technician may review equipment location details based on type of installation
5. If any control interfaces are in the scope, user guides will be provided

Additional training may be purchased by the customer.

Proposed Solution

As part of this scope of work, the following functionality will be provided:

Room Name/Number



CUSTOMER NAME System Proposal
[Keywords] Quote # [Quote Number]

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Phone: (800) 882-7779 Fax: (800) 454-4752

CAPABILITIES/USE CASES –

- Present from laptop connection(s)
- Present from a built-in-computer
- Present wirelessly
- Conduct audio calls
- Conduct video calls via a hardware codec
- Conduct video calls via a software codec
- Combine/Divide with X room(s)
- View/Control Cable TV/Satellite
- View/Control DVD/Blu-ray
- Record a presentation
- Record a video conference
- Record an audio conference
- Image capture/annotation
- Control lighting
- Control shades
- Control privacy glass opacity
- Control HVAC
- Listen to music in the room via an aux connection
- Stream audio and video

DISPLAY LAYOUTS – DISPLAY ORIENTATION

- SKC shall provide and install (# of, displays/projectors) in the room
 - The (display(s)/projector(s)) shall be installed using a (mounting system)
 - SKC shall require power (and backing) for the displays system to be provided by others
 - SKC shall install one HDBaseT receiver (above/below/behind) the display system to receive video (and control) from the source (or video switcher)
 - Control for the display system shall come from the (touch panel, keypad, control system, manufacturers remote control)
 - SKC shall provide and install (#) projector lift(s) in the room
 - SKC shall require power at the lift location provided by others
 - SKC shall install a service switch for the lift, located per manufacturer requirements or specs
- SKC shall provide and install (#) projection screen(s) in the room
 - SKC shall require power at the screen location by others
 - SKC shall not be responsible for any grid or drywall work
 - SKC shall install one wall switch to manually control the screen
 - Control for the screen shall come from the (touch panel, keypad, control system)

VIDEO AND AUDIO CONFERENCING FUNCTIONALITY

- SKC shall provide and install (#) video conferencing codec(s) in the system
 - The codec shall come with (#) camera(s) installed in the room using (mounts or on top of furniture)
 - The camera(s) shall be extended using digital extenders
 - SKC shall request the IP information for the codec when scheduling the Programming Requirements Call via a project's IP Request Spreadsheet
 - The codec shall connect to the OFE configured network and be able to make a call, any delays with the OFE network could result in a change order for time and material
 - SKC shall require one network drop at the AV rack location for this device
 - The codec shall include the following licenses:



- Resolution:
 - Multi-point:
 - Lync:
- Control for the codec and camera shall come from the(touch panel, control system, manufacturers remote control)
- Camera location(s) to include: (bird's eye view, under display, front of room, back of room)
- SKC shall provide and install a DSP system that shall include a (VoIP, Telco) card for audio conferencing
 - SKC will send a VoIP check list
 - SKC requires the VoIP check list be filled out and sent prior to the program requirements call
 - SKC requires that the network be configured and ready prior to the install
 - SKC shall require a POTS line dropped at the DSP location
 - This line shall already be connected and working prior to the install
 - The audio conferencing system shall integrate with the in-room audio system (speakers and microphones) as described below
 - Control of the audio conferencing shall come from the (touch panel, control system)

VIDEO DISTRIBUTION SOLUTION

- SKC shall provide and install (#) switcher in the (AV rack, lectern)
 - SKC shall install a variety of cards to fit the input/output needs of the system
 - All video in the system shall be routed and distributed through the switcher
 - The matrix switcher shall provide the ability to route any source to any destination (exceptions: HDCP protected sources such as Blu-ray players and Apple products shall not be routable to video codecs, annotation panels, etc.)
- SKC shall provide and install a presentation switcher in the AV rack
 - The presentation switcher shall contain a control processor, audio processor and video matrix system
 - SKC shall require one network drop at the AV rack location for this device

AUDIO DISTRIBUTION SOLUTION

- SKC shall install (#) DSP system in the (AV rack, lectern)
 - SKC shall install a variety of cards to fit the input/output needs of the system

AUDIO PICK-UP SOLUTION

- SKC shall provide and install (#) microphone(s) in the space
 - The microphones shall be locally reinforced within the room
 - The microphones shall not be locally reinforced within the room
 - All audio from the microphones shall be sent to the far side of the (audio, video) call
- SKC shall provide and install (#) in-ceiling microphones in the space

In collaborative communication applications where precision of the person speaking is critical, tabletop microphones will provide better sound quality over ceiling microphones. The reason: Sound quality correlates with the distance between the person speaking and the nearest microphone; the closer the microphone is to the participant, the better they will sound.

Ceiling microphones in an audio/video conferencing environment can cause the person speaking to sound hollow. The further the distance between the microphone and participant, the greater the hollow effect. Also, the closer microphones are hung to the ceiling the greater the chance the audio system has to process ambient noise. You might experience undesired noise from ceilings such as air ducts/handlers, air vents, light fixtures, projectors, and other sources of noise and vibration.



- Ceiling mics cannot be reinforced into the room without explicit design for voice lift system. NOTE: NOT RECOMMENDED

SKC wants to make sure our clients are educated and understand the difference between the two options. We understand that aesthetics, cable pathways, exposed cables, and modular / configurable tables are primary reasons clients choose ceiling microphones. However, we want our clients to understand that the quality of a ceiling microphone environment will not equal the quality of a table top scenario where the participant is within two feet of the microphone. SKC uses top of the line DSP technology and hardware in our audio configurations, but there are limitations when exposing systems to different environments. Our technical staff will configure and level the audio as much as possible to provide the best settings for either scenario, but the client should expect a sound quality difference. Our goal is to provide our clients with the information needed to make decisions when designing their spaces.

SPEAKER SOLUTION

- SKC shall provide and install (#) speakers in the space
 - SKC shall provide sufficient speaker coverage throughout the space
 - The speakers shall be powered by the amplifier located in the (AV rack, lectern)
 - The speakers shall be broken down into (#) zones (front, middle, rear) to provide appropriate levels of voice lift to each zone using a mix-minus configuration within the DSP

PERIPHERALS DEVICES AND FUNCTIONALITY

- SKC shall provide and install (#) HDBaseT transmitter under the table for laptop connectivity
 - SKC shall provide HDMI and VGA/audio cables for the laptop connection
 - The HDMI cable shall override the VGA cable if both are plugged in at the same time
- SKC shall utilize one OFE PC located in the (AV rack, lectern)
 - SKC shall utilize the OFE keyboard and mouse
 - SKC shall require the OFE PC to have a digital output (HDMI, DVI, DisplayPort)
 - SKC shall require the make and model of the OFE PC and video card / GPU
 - SKC shall require the OFE PC to have (#) available USB (version(s) [2.0/3.0]) ports available to interface with the AV system
- SKC shall provide and install one Blu-ray player in the (AV rack, lectern)
 - Control for the Blu-ray player shall come from the (touch panel, control system)
 - Blu-ray discs contain protected content and can only be sent to HDCP compliant devices. The Blu-ray player shall not be routable to the (codec, streaming / H.264 output, annotation panel, etc.)
- SKC shall provide and install (#) wireless presentation device(s) in the system
 - SKC shall require a network drop for this device and all IP information prior to install
 - The network drop shall be configured on the same subnet as the preferred wireless network (AP(s))
 - This device shall allow users to connect wirelessly and share content via the OFE network
 - This device may have limitations when displaying video
 - Content is subjective to the clients OFE network bandwidth
 - Using the wireless presentation device for full-motion video is not recommended due to the decreased framerate

HARDWARE HOUSING – RACK EQUIPMENT



- SKC shall provide a (enter in RU) equipment rack located in the (?)
 - SKC shall provide all hardware, lacing bars and accessories for the rack
 - SKC shall provide casters on the rack
 - SKC shall require (#) network drops at the rack
 - SKC shall provide sufficient cooling in the rack but may require additional HVAC in the rack location
 - Customer is responsible for providing (#) of dedicated (15A / 20A) power circuits

CUSTOMER/OWNER PROVIDED EQUIPMENT (OFE)

Customer will provide the following equipment.

- xxxx

CONTROL SOLUTION – TOUCH PANEL USE

Standard Functionality of the ROOM NAME

- Display system
 - Manual control (on/off) of displays
 - SKC will provide 1 macro per room mode (VTC, ATC, and Presentation are standard)
 - Video Conference: turns on display(s) and routes the video codec
 - Audio Conference: displays a dial pad or address book and unmutes the mics/speakers
 - Presentation: turns on display(s) and routes the "default" source (list default source)
 - For additional room mode presets, see the "Additional Programming Section"
- Source selection for presentation mode
 - PC located (in rack, at podium, in control room, etc)
 - Laptop 1 (HDMI or VGA) located (front of table (Display side),etc)
 - Laptop 2 (HDMI or VGA) located (Back of table, etc)
 - Wall plate located (left, right, side wall, etc)
 - Blu-ray located (in the rack, etc)
 - OFE Cable Box make/model (#) located in (in the rack, etc)
 - Wireless Presentation (Barco, AirMedia, Mersive, etc)
- Source selection for video conference mode
 - Video Conferencing-hardware codec
 - Video Conferencing-software codec
 - (Put default source for automatic routing here, camera 1, 2 etc)
 - PC located (in rack, at podium, in control room, etc)
 - Laptop 1 (HDMI or VGA) located (front of table (Display side),etc)
 - Laptop 2 (HDMI or VGA) located (Back of table, etc)
 - Wall plate located (left, right, side wall, etc)
 - Wireless Presentation (Barco, AirMedia, Mersive, etc)
- Device Control
 - Blu-ray
 - Play, Paused, Stop, Rewind, Forward, Skip, Menu, D-pad, Power On/Off (where available) and four "option" buttons
 - Audio Conferencing
 - Dialer, Hang up, Address book, Flash (analog phone line)
 - For speed dial information, see the "Additional Programming Section"
 - Video Conferencing via hardware codec
 - Keypad dialer or keyboard dialer or both



- Hang up (indicate single or multi-call)
 - Address book (indicate global or local)
 - Content sharing would include all non-HDCP sources
 - Camera control PTZ and editable camera position presets (up to 6)
 - For video conference presets, see the "Additional Programming Section"
 - Audio Conference: displays a dial pad or address book and unmutes the mics/speakers
- Video Conferencing via software codec
 - Camera control PTZ and editable camera position presets (up to 6), if the camera is controllable
- CATV / Satellite
 - Channel +, Channel -, Menu, D-pad, Info, Guide, (Play, Pause, Rewind, Fast Forward, Rec (if STB has DVR capabilities)), Soft Buttons (Red, Green, Blue, Yellow), 5 fixed channel presets
 - For editable channel presets, see the "Additional Programming Section"
- For Recording Device control, see the "Additional Programming Section"
- System Volume Control
 - Source Vol +, Vol -, Mute/Unmute
 - Incoming audio conferencing Vol +, Vol -, Mute/Unmute
 - Incoming video conferencing Vol +, Vol -, Mute/Unmute
 - Global microphone privacy mute/unmute
 - For individual microphone mute or zoned volume controls, see the "Additional Programming Section"
- Help
 - Dial SKC button (for clients with service contracts)
 - Dial client help desk
 - SKC help desk information
 - Client help desk information
 - Both SKC and client help desk information
 - Other (can be determined during programming requirements call)
- Room shut down auto commands
 - Automatic system shutdown (yes/no)
 - Timer/override?
 - Standby or sequential power off of nonessential equipment?
 - Microphone mute? Will any mics stay active for voice lift without video?
 - For lighting or shade control, see the "Additional Programming Section"

Additional Programming Section (programming time for these features/functions will need to be added a la carte to the programming time determined by the "standard package")

- Presets
 - Room mode
 - Audio Conference editable speed dial
 - Video Conference routing
 - Video Conference speed dial
 - Editable CATV or satellite channels
- Controls
 - Lighting: Zones? # of presets? (make/model # and control method needed)
 - Shade: Zones? # of presets? (make/model # and control method needed)
 - Zoned volume (zone map needed)
 - Individual microphone volume
 - HVAC: Zones? (control method needed)
 - Recording: (make/model # and control method needed)



- Overflow
- iPad app
- Remote Access
 - X-panel (gratis for every 3-series Crestron control system including a TSW or TST touch panel – operation mimics existing panel)Web-based

SKC programmers shall build this code for iPad use, we did include in the optional section the wireless wall mounted touch panel for consideration. SKC does and has deployed multiple iPad based control solutions. We do want to review the capabilities of this device and ensure the customer is aware of some of the limitations of this device.

- Being a wireless device based for many applications it does not necessarily take into account the feedback and speed we find in traditional touch panel packages while being used.
- With the use of sleep mode connection times from "wake" to "use" can be slow and cause user irritation.
- Application swapping while being used as touch panel can cause more "slow" time as connections are reestablished between the controller and iPad.
- Use while not in the room. The device being very friendly to being used for other purposes often means it will leave the conference room and then is still able to control room equipment because the Wi-Fi connection is established via the corporate network.
- It does require a separate purchase of software to be enabled as a touch panel the user is responsible for purchasing and having installed for testing.
- At times Apple may push new versions of iOS. SKC does not recommend updating to the latest software until the Crestron application has been fully vetted with the new OS.

SKC does always recommend a true touch panel for room operation when an iPad control device is requested to ensure participants have a dedicated method to operate the room. At minimum, SKC recommends the use of a PC based XPanel as a redundant control solution in case there are issues with the wireless network and / or iPad.

The desired control panel functionality has been defined in the Control Solutions section of this SOW.

Detailed programming requirements will be gathered during the project and will require signoff from the Customer; this includes one round of approvals. Once signoff has been received, requirements are considered final; however one round of nomenclature changes (ex. Button name changes, screen name changes) will be allowed provided those changes are requested within 30 days of project acceptance. Functional changes (adding a button, changing the way a button operates, etc.) after requirements signoff will require a change order.

Delay in programming requirements signoff may result in project delay.

If programming code is going to be provided to SKC for use or modification, then SKC and Customer have made assumptions regarding the quality and usefulness of this code. SKC reserves the right to review the code and if any of the assumptions are incorrect, SKC will discuss details with the client. If changes are needed, a Change Order will be required which may result in budget or timeline adjustments.

PRODUCT LISTING

Please see Appendix A for a detailed Bill of Materials.

Equipment. All Equipment furnished by SKC comes with each manufacturer's standard warranty, licenses and indemnities only. SKC will provide to Customer third party information detailing any license, warranty



and indemnity right it receives from any third party provider of such Equipment upon request and will reasonably cooperate with Client in enforcing such rights. SKC's prior approval is required to return any Equipment, except for Equipment erroneously ordered by SKC. All Equipment returns are subject to SKC's inspection and acceptance.

Assumptions

Room Upgrade Assumptions

- Note that commissioning/testing does not include testing of equipment under heavy usage, watching the system run over long periods of time, or on-site monitoring of meeting/events/functions; however these services can be purchased through your SKC Account Executive for an additional fee.
- For room / system upgrades, SKC has made a best-effort attempt to identify existing equipment and functionality. Unless specifically listed in this document, any existing equipment and/or functionality **will not be maintained** in the upgrade project. Please advise your SKC representative of any discrepancies in system description.
- All Owner Furnished Equipment (OFE) shall be in good working condition. Any equipment found to be insufficient or non-functional shall be repaired or replaced at owner's expense.
- Walls shall be capable of supporting equipment to be mounted thereon. Inadequately framed or otherwise underrated walls shall be reinforced by owner before SKC technicians arrive on site.
- Walls shall have adequate and open "fishable" space behind drywall for low-voltage cable runs between equipment.
- Owner shall provide adequate raceways in or on concrete, block, insulated, or otherwise "un-fishable" walls to accommodate low voltage cable runs between equipment.
- Owner shall provide adequate raceways on projects installed in localities which require conduit for low-voltage cabling runs between equipment.
- All cable runs between components and equipment racks are assumed to be less than 250 feet in length unless previously identified during a site survey by SKC. Cable runs exceeding 250 feet in length due to unseen obstacles or inadequate raceways will require a Change Order for additional parts and labor.
- SKC assumes adequate space above ceiling grid for installation of above-tile storage accessory cabinets and/or mounting kits. Inadequate space not previously identified and noted in this document may require a Change Order for alternative mounting components.
- Structural mounting locations shall be sound and free of unwanted vibration. Changes in equipment mounting locations, methods and/or products due to unforeseen structural problems may result in additional parts and labor costs.
- Owner shall provide adequate ventilation or active cooling through closets, cabinets, or credenzas which will house components and equipment racks.
- Existing equipment not utilized in room upgrades or new systems shall be removed by Owner prior to arrival of SKC technicians. Equipment removal by SKC technicians not previously agreed to and noted in this document shall be done so after issuance of a Change Order for additional labor.
- In developing a comprehensive proposal, SKC's engineering team must make assumptions regarding the construction of the owner's facility, the availability of appropriate infrastructure, and site conditions required for proper installation. If any of the assumptions indicated in the site survey form (Appendix C) are incorrect, please inform your SKC representative as soon as possible. Changes to the proposal may affect system price and/or project duration.

Project Assumptions



CUSTOMER NAME System Proposal
[Keywords] Quote # [Quote Number]

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- Union labor is not included in this quote. If union labor is required on the jobsite, a Change Order will be issued to cover additional labor costs.
 - Prevailing Wage labor rates are not included in this quote. If Prevailing Wage rates are required on the jobsite, a Change Order will be issued to cover additional labor costs.
 - SKC reserves the right to make substitutions of proposed equipment for similar equipment of equal functionality and of equal or greater value due to delays in shipping, back-order situations, manufacturer model changes, or to meet installation deadlines, without Customer's prior consent.
 - SKC reserves the right to use 3rd party subcontractors as needed with Customer's prior consent.
 - The following information is provided to Customer after SKC's CAD documentation has been completed:
 - Required sizing and locations of Owner-provided conduit, raceways, and boxes
 - Owner-provided 110VAC receptacles and terminations
 - Wall reinforcements and backing to be provided by Owner at equipment mounting locations
- *If Customer requests this information prior to completion of SKC's CAD documentation, SKC can provide draft specifications, however Customer understands that final specifications may vary, and Customer assumes all risks associated with commencing any work based on the draft specifications.

Installation Timeline

SKC has an average lead time of 6-8 weeks from PO/signed SOW receipt to onsite installation; however the timeline can vary depending on project complexity and equipment delivery lead times. During the lead time, the SKC project team will prepare deliverables (CAD, Programming, etc.), order/receive equipment and begin required fabrication.

The lead time begins once a signed SOW and PO are received from the Customer and receipt is confirmed by SKC. It's important to note that the project will not begin nor will a Project Manager be assigned until a signed SOW and PO are received.

Once those items are received, a Project Manager will be assigned and Customer will be contacted with proposed installation dates. Installation dates are finalized upon receiving written approval from the Customer. Delays in installation approvals could result in originally proposed installation dates no longer being available.

Responsibilities

CUSTOMER

- Provide a **single point of contact** for communication and day-to-day management of the project. This person should have the authority to act on all aspects of the project; should be available during standard business hours; should help coordinate and communicate information within the Customer's organization, and should designate a back-up contact when the primary contact is unavailable.
- Provide **guest internet access** for the SKC lead technician on-site to allow for product firmware updates and remote programming adjustments.
- If SKC equipment is residing on the Customers network, the Customer if able will **provide all IP addresses** defined by SKC Project Manager prior to installation start. Additionally, SKC Project Manager may request VPN access for remote support of the equipment once the project is deemed complete and transferred to the SKC support team.
- Provide a **fully qualified domain name**, required on each server to allow full functionality of key components of installed equipment.



- Ensure **worksites** are substantially free of dust and excessive moisture prior to SKC arrival.
 - Complete **conduit, millwork, or other general construction requirements** that provide pathways to provided equipment. This also includes any ceiling reconstruction, i.e. ceiling tile/grid, sheetrock, etc.
-



Warranty

Equipment. All equipment furnished by SKC comes with each manufacturer's standard warranty, licenses and indemnities only. SKC will provide to Customer third party information detailing any license, warranty and indemnity right it receives from any third party provider of such Equipment upon request and will reasonably cooperate with Customer in enforcing such rights. Manufacturer warranty periods start the date equipment is shipped from the manufacturer, not the date of installation unless shipment and installation dates are the same.

Services. SKC warrants to Customer that any services performed by SKC or its subcontractors under this SOW will be carried out in a professional and workmanlike manner by qualified personnel in accordance with the specifications set forth in this SOW and/or the PO. If any services have not been so performed, and SKC receives Customer's detailed written request to cure a non-conformance within 30 days of acceptance of the services, SKC will promptly re-perform those services as Customer's sole and exclusive remedy for a breach of this warranty.

SKC is not obligated to provide any services under a service contract (Elite or Elite Advantage) to the extent any programming, equipment or cabling provided by SKC is modified or moved without SKC's consent; in such case, Elite or Elite Advantage is deemed null and void, and SKC's current time and materials rates will apply.

For the avoidance of doubt, (1) SKC Elite Care or Phone Support, if purchased, begins on the 1st day after acceptance of the services in all cases and (2) if SKC Elite Care or Phone Support is not purchased, then any services requested after the warranty period will be performed by SKC on a time and materials basis, with Elite Care and Phone Support customers receiving priority.

After acceptance, the Customer will contact SKC A/V Support Service for ongoing support.

SKC A/V Support:

By phone – 1-800-882-7779 Ext. 2

By email – skcsupportservices@skccom.com

Disclaimer. The remedies set forth above will be Customer's sole and exclusive remedy, and will be in lieu of any other rights or remedies Customer may have against SKC, with respect to the non-conformance of equipment and services. EXCEPT AS SET FORTH ABOVE, SKC MAKES NO EXPRESS REPRESENTATIONS, WARRANTIES OR INDEMNIFICATION WITH REGARD TO ANY EQUIPMENT OR SERVICES OR OTHERWISE RELATED TO THIS AGREEMENT, AND SKC DISCLAIMS ALL WARRANTIES, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, NEITHER SKC NOR CUSTOMER SHALL BE LIABLE FOR (a) ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES, (b) ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE, AND (c) TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE PURCHASE PRICE AND FEES PAYABLE



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BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. THIS SOW IS SOLELY FOR THE BENEFIT OF SKC AND CUSTOMER AND SHALL CONFER NO RIGHTS OR BENEFITS TO THE ANY THIRD PARTIES



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Acceptance & Agreement

This contract must be fully executed prior to SKC initializing work, purchasing product and scheduling staff resources.

I acknowledge an understanding of the purpose and content of this document. By signing this document and producing financial arrangements, I agree to this as the formal statement to begin work on and commit the necessary resources to the project described within.

I confirm I am authorized to enter into this agreement between SKC Communication Products, LLC, and CUSTOMER NAME, an entity or affiliate of the State of Oklahoma.

Customer Signature

SKC Signature

Printed Name

Printed Name

Title

Title

Date

Date





Appendix A

Bill of Materials

CUSTOMER NAME

[Keywords]

Proposal Date:



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**ATTACHMENT B
TO ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH SKC COMMUNICATION PRODUCTS, LLC
RESULTING FROM SOLICITATION NO. 0900000309**

Negotiated Exceptions and Additional Terms to the Solicitation

The Solicitation is hereby amended to include the terms as set forth below and supersedes all prior terms and Exceptions submitted by SKC or discussed by the parties.

Solicitation, Section A.47. A second sentence shall be added as follows:

Any such renegotiation is subject to mutual agreement of the parties in writing.

Solicitation, Section B.3 A third sentence shall be added as follows:

Notwithstanding the foregoing, and products or deliverables indicated on the bill of materials to be performed by an equipment manufacturer comes with the manufacturer's standard warranty, licenses and indemnities only; and, in any such case, the manufacturer is solely responsible for the performance of such products or deliverables, including without limitation design, completion and State acceptance/sign off.

Solicitation, Section B.3.1 shall be added as follows:

B.3.1 Supplier warrants to State that any services performed by Supplier or its subcontractors shall be carried out in a professional and workmanlike manner by qualified personnel in accordance with the agreed specifications. If any services have not been so performed, and Supplier receives the State's detailed written request to cure a non-conformance with thirty (30) days of acceptance of the services, Supplier shall promptly re-perform those services as Customer's sole and exclusive remedy for a breach of this warranty.

The remedies set forth in this section shall be the State's sole and exclusive remedy, and shall be in lieu of any other rights or remedies the State may have against Supplier, with respect to the non-conformance of products and services. EXCEPT AS SET FORTH IN THIS SECTION, SUPPLIER MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS OR SERVICES (INCLUDING WITHOUT LIMITATION THAT ANY SECURITY THREATS AND VULNERABILITIES IN A PRODUCT OR SUPPORTED SYSTEM WILL BE DETECTED OR THAT SERVICES WILL RENDER THEM SAFE FROM SECURITY BREACHES), AND SUPPLIER DISCLAIMS ALL WARRANTIES, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER SUPPLIER NOR STATE SHALL BE LIABLE FOR (A) ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES, (B) ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOOD OR PERFORMANCE, AND (C) TOTAL AGGREGATE LIABILITY

ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT IN EXCESS OF THE PURCHASE PRICE AND FEES PAYABLE BY THE STATE FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

Solicitation, B.9. A second sentence shall be added as follows:

Notwithstanding the foregoing, if the State is required by a third party manufacturer to agree to the terms of an end user license agreement (or similar agreement) in order to utilize the manufacturer's hardware or software, then the state agrees to negotiate in good faith concerning the terms of such an agreement.