



Proposal

iVideo Technologies State Contract: 7758100308-2

Date: February 8, 2016

Hudson Cable Television
Attn: Kerry Paluscsak

Project: Leightronix HD package
Quote: DAW012116_01 HUDSON CABLE
LEIGHTRONIX UPGRD v.2A.xlsx

2500 Hudson-Aurora Road
Hudson, Ohio 44236

Terms: Net 30
Shipping: Prepay and Add

Item	Qty.	U/M	Model #	Manufacturer	Description	Unit Price	Total Price
1	3	ea	UltraNEXUS-HD Blade-B	LEIGHTRONIX	UltraNEXUS-HD Blades: Pricing for Quantities of Three (3) to Five (5) in a Single Order	\$7,584.80	\$22,754.40
2	1	ea	BC12-R	LEIGHTRONIX	12 Blade Chassis with Redundant Power Supplies Included (Requires UltraNEXUS-HD Blade Sold Separately)	\$3,567.00	\$3,567.00
3	0	ea	LGX-4TBR-N	LEIGHTRONIX	4 Terabyte RAID External Hard Disk Array (Rack Mountable, 1RU) NOTE: This NO CHARGE is based upon the purchase of 3 Blade NEXUS HD.	\$4,495.00	\$0.00
4	2	ea	IncodeX STREAM	LEIGHTRONIX	H.264 Live Streaming Encoder*	\$3,631.80	\$7,263.60
5	1	ea	IncodeX STREAM / TRADE IN	LEIGHTRONIX	H.264 Live Streaming Encoder. NOTE: This is priced is based upon the trade-in of PEGstream-SD	\$2,466.00	\$2,466.00
5	1	ea	VieBit V-500	LEIGHTRONIX	One Year Authenticated Web Media Hosting and Streaming Video-on-Demand Service with 500 GB Monthly Download Bandwidth (Over 1,000 HD Monthly Viewing Hours or Over 2,000 SD Monthly Viewing Hours) and Over 600 Hours of HD Video Storage (or Over 1,200 Hours of SD Video Storage)	\$2,388.00	\$2,388.00
6	1	ea	VieBit L-750	LEIGHTRONIX	One Year Live Web Streaming Service with Over 1,700 HD Monthly Viewing Hours - or Over 2,200 SD Monthly Viewing Hours	\$2,388.00	\$2,388.00
7	1	ea	VieBit VLD-1	LEIGHTRONIX	Combination Discount for Multiple Live and/or VOD VieBit Streaming Services - Under \$8,000 Combined Annual List Price	(\$600.00)	(\$600.00)

Total Equipment:	\$40,227.00
Estimated Shipping:	\$124.70
Sales Tax:	\$0.00
Total:	\$40,351.70

Note: This quote may be withdrawn by iVideo Technologies if not accepted within 30 days of issuance.

iVideo Technologies' Representative: David A. Walters Date: 2/8/2016

Authorized Acceptance Signature: _____ Date: _____

Purchase Order Number: _____

Please Check Type of Delivery: Ground (2 Day) _____ (Overnight) _____

TERMS AND CONDITIONS

The following terms and conditions apply to the above quote and the subsequent order. This order means that iVideo Technologies ("IV") and the purchaser have come to a complete agreement as to the list of materials, the costs and in some cases the labor and installation materials charges as spelled out in this document.

Payment Terms: All orders are cash on delivery unless credit is approved and an open account is established. Open accounts are a courtesy that is available upon the satisfactory completion and review of a credit application. Accounts cannot be opened until iVideo Technologies has received written responses to its inquiries. Accounts will have credit limits and specific payment terms as determined by IV. An open account is subject to a service charge of 1.5% per month when the payment is 30 or more days past due. IV may close an open account at anytime and at its sole discretion. State and local taxes are the sole responsibility of the purchaser. For purchasers based in the State of Ohio applicable county sales taxes will be charged unless the purchaser provides a valid tax exemption certificate prior to the acceptance of the quote by IV.

Condition of Goods: All goods sold by iVideo Technologies will be new, grade A, and in factory direct condition. The customer will be informed of any non-new condition, such as demo, used, returned or opened products.

Warranty: iVideo Technologies supports and will help facilitate the normal manufacturer's warranty. In the case of an installation, IV supports its workmanship for a period of one year from installation date. No other warranty is offered or implied.

Returns: Any equipment returned to IV must have been approved by IV. Standard equipment items returned are subject to a 15% processing fee and may be subject to an additional manufacturer's restocking fee. No item will be accepted for return without complete, original packaging and it must be in good, new condition. All software sales are final. iVideo Technologies has no liability for hardware and software compatibility on customer furnished computers. Any custom built cabinetry, cases, carts and items ordered under non-standard manufacturer's specifications are not returnable.

Cancellation: The sales order is non-cancelable once accepted and processed by iVideo Technologies.

Minimum Orders: Orders of \$100 or less are subject to a \$5 handling fee.

Security Agreement: By placing an order the purchaser agrees to IV's continued secured interest in the equipment or system until such time as the purchaser's financial obligation to IV is complete. IV retains the right to reclaim the equipment or system if the purchaser does not complete their financial obligations.

Shipping and Insurance: All orders are freight on board Cleveland, OH. Unless otherwise state shipping charges and insurance are the responsibility of the purchaser. The shipping charges shown in the proposal are estimates and can vary from actual charges billed. IV reserves the right to insure shipments at the purchaser's expense. Upon receipt of the item the purchaser must inspect it for any and all damage incurred during shipping. It is the customer's responsibility to notify IV immediately of any shipping damage. IV takes no responsibility for damages caused in shipment.

Delays: IV is not liable fiscally or otherwise for delays caused by acts of weather, union strikes, civil disturbances, war, manufacturer's product availability, or other issues. IV will make its best efforts to make the purchaser aware of any delays. Delays during installation may cause additional labor charges. If an installation is delayed due to conditions outside the control of IV the purchaser will be invoiced for items specifically ordered for the installation and are yet installed.

Installation: Unless otherwise noted in the quote, installation is the responsibility of the purchaser. For quotes that include installation there will be an additional document Scope of Work that will indicate IV and the purchaser's specific responsibilities to the completion of the installation. The Scope of Work is to be signed by the purchaser before the order for installation is processed. Any changes from the Scope of Work requires a Change Order which may cause additional charges to the purchaser. All IV installation technicians are covered under workman's compensation insurance for the State of Ohio. IV is also a Drug Free Workplace. If required IV will supply the purchaser with proof of insurance. Any insurance that is required by the purchaser and is not of a type or value currently held by IV, the cost of that insurance will be the responsibility of the purchaser. All subcontractors for IV are required to carry workman's compensation insurance and liability insurance.

Validity: The quote is valid for a period of thirty days. After that time IV reserves the right to adjust any pricing. For installed projects, if the Scope of Work or products purchased changes, IV retains the right to adjust the quote accordingly.

Intellectual Property: The list of materials that constitute a "system" as spelled out in the quote is the intellectual property of IV. The quote can not be shared with persons not employed by the proposed purchaser. By requesting IV to provide a quote the proposed purchaser enters into an agreement to bargain and negotiate in good faith. Providing details of the quote with parties outside of IV and the proposed purchaser's organization will constitute a breach of the agreement.