

TouchSource LLC 1370 Miners Drive, Suite 103 Lafayette, CO 80026 United States



Prepared for: DuPage County

Created by: Ronda Barthel +1 3202121257 rondab@touchsource.com

Date: 05-30-2025

**Quote number:** Q-17922

Payment method: 50% Deposit, Net 30

**Expiration date:** 06-30-2025



#### Why TouchSource?

TouchSource is your proven partner in effortless place-based communications. Collaborate with us to build a sense of place that forges human connections with compelling digital experiences that evolve with the needs of your community. Our turnkey solutions combine user-friendly feature-rich software, design, unlimited remote support, and hardware for effortless upkeep. Effortlessly oversee multiple buildings and displays through our user-friendly dashboard, designed for intuitive management across various locations. TouchSource exclusively uses high quality products and certified professionals, backed by the industry's best warranty services. Over 11,000 customers proudly served the TouchSource way.

#### **TouchSource Difference**

EASY TO PLAN	EASY TO DEPLOY	EASY TO OWN
TRANSFORM VISION TO REALITY Plan a unique place-based experience with our digital solutions advisors whose expertise makes it easy to choose the most effective solution. Select from the highest quality products, best feature set and easiest-to-deploy products in the industry.	TURNKEY SOLUTIONS  All-in-one, turnkey solutions combine the design, unlimited remote support, software, and hardware for effortless upkeep. Add in our installation services from certified professionals to take one more project step off your plate.	QUALITY THAT STANDS THE TEST OF TIME TouchSource uses only time-tested products, backed by the industry's best warranty services. We design our systems to be complete, quality tested, and designed to last. Why risk time, credibility and money on unproven vendors?
DESIGN THE EXPERIENCE Full-service professional design so your digital solution delivers a memorable experience that shapes your space. Get the installation advice and services you need for an easy-to-manage project.	PROJECT TEAM  Our team of experts advises you every step of the way. You're assigned a customer success manager who gathers your content, reviews design choices, prepares your product and streamlines installation.	POWERFUL EASY TO USE PLATFORM Only TouchSource delivers the Spark PX™ next-generation platform for place-based communications. Instant, intuitive content management across your entire property portfolio.
PREDICTABLE COST OF OWNERSHIP We provide upfront pricing transparency in total cost of ownership. Our reliably high-quality products, unlimited remote support and full-service warranty program deliver unmatched cost reliability.	EASY ONBOARDING Our experts take the work off your plate in designing, loading content, quality-testing your software in your display, and trouble-shooting questions.	PORTFOLIO-WIDE MANAGEMENT Manage multi-building and multi-display buildings from an intuitive dashboard. Our software is intuitive, designed for business users, and integration-ready.
TRUSTED PARTNERSHIP Justifying building signage investments can be a challenge. We're the industry's most trusted solution because we make it simple to own, deliver only the best, and back our promises.	RELIABLE EXCELLENCE We have a bench of industry experts, scale of solutions, and supplier relationships to deliver a reliably great set of product, services, and ownership experience regardless of supply chain and industry headwinds.	SPARK COMMUNITY EXPERIENCES  Deliver compelling, always up-to-date art and content that you can post instantly across your entire network to spark a place-based communications experience for your community.



#### Ship To:

Geoffrey Matteson DuPage County 421 North County Farm Road Wheaton, Illinois 60187 United States

#### Bill To:

Geoffrey Matteson DuPage County 421 North County Farm Road Wheaton, Illinois 60187 United States

GSA Contract #47QTCA23D0058 Pricing

#### Kiosk Outdoor Touch (Single Sided) **Product** Description **List Unit Price Net Total** \$28,326.35 FR-OUTDOOR-Frontier Outdoor Single-Sided Touchscreen Kiosk: \$28.326.35 KIOSK-TO - Outdoor free-standing kiosk design. Built for outdoor use with hardened components, \$28,326.35 high-temperature tolerant computing platforms, high-strength compression seals, dual waterproof ultra-quiet fans, and ruggedized components in an aluminum structure - Best-in-class commercial grade, fully outdoor-rated 55" FHD LCD panel designed with high brightness (2500 NITS), ambient light detection, high contrast ratio (4000:1) and anti-reflective glass for exceptional outdoor viewing. Designed for the harshest conditions with wide temperature ranges and 5mm tempered glass for the highest level of protection against external impacts - Outdoor-rated, sunlight immune, touch overlay with optional heat strip technology for snow mitigation in colder climates - Weather resistant automotive grade paint finishes with 7 standard colors available - Built for serviceability with locking gas shock assist panel access and climate-stable enclosure to protect the included media player - Built for stability with aluminum base plates and concealed mounting bolts to provide structural stability while maintaining a streamlined profile - Meets ADA requirements for wheelchair access \*Does not include permits, installation, and foundation preparation. The crate requires the receiver to use a forklift with recommended 6-foot longs forks. Lift gate service and a pallet jack cannot unload the crate from the trailer.



TS-INSPIRE	Upgrade Your Space with a Window to the World - Leasing Experience: Elevate your leasing experience, highlight its greatest assets, deep-dive into floor plans, explore the community, and "wow" prospective tenants - Mobile Directory: Stunning, easy-to-use directories and messaging boards that deliver interactivity how you want it touch, mobile, or both! - Transit Schedules for local rail, bus and other transportation information - Infotainment: Choose an unlimited amount of infotainment, sports and exciting content feeds to draw visitors to your directory - Art Backgrounds: Inspire and engage your audience with art or motion scenery included in your design* - Multi-Language Navigation: Offer multi-lingual navigation with design for one added language included. Translation services available (more languages, PDFs, other content services for an added fee) QR Code Surveys: Deploy surveys, self-service check-in and other forms using QR codes for mobile delivery - Analytics: Dashboard provides insights into analytics touch and mobile data from users Digital Content: Listings, messaging, traffic, local amenities and entertainment combine to invite, inform and inspire visitors - Simple Access: Secure, easy-to-use platform and unlimited remote support	\$1,498.31	\$7,491.55 ×1 \$7,491.55
TS-SUPPORT- ESS	Included With All Directory Software Subscriptions  Responsive, US-Based Support  - Unlimited telephone, email, chat and web access to support North America-based technicians  - Online customer portal support & access to immediate support  - Self-service support documents & tools  Proactive software updates  - Security patches  - Operating System updates  - Web backups  - Software updates	\$0.00	\$0.00 x 1 \$0.00



INSTALL-AT- FREE- STANDING	Installation Activities: - Full installation of free-standing kiosk: technician will setup directory in the installation location, install CPU and monitor, and test directory. The technician will clean the area before leaving Installation on a floor that can sufficiently support the weight of the kiosk with no ground anchoring Cardboard and general debris are disposed of onsite, but removal and disposal of pallets, crates, and existing installations are not included in the scope, but can be added as an additional service Work to be performed during normal business hours: 8:00-5:00 pm Monday through Friday Labor provided is non-union This quote assumes no permit provided by TouchSource or its contractors.  Client Requirements: - An electrician or building engineer will need to be present to finalize power termination once the directory is in place if power is coming from the base of the unit Client must have electrical outlets and data ports at the location in alignment with requirements provided before technician arriving Client must provide a resource for approval of installation upon completion Installation location must be within 40" of power source if not brought up through base of unit.  Additional Cost Considerations: - Locations are within 50 miles of a major metro area or additional travel costs may apply For heightened security (malls, airports, government buildings, etc.) environments, unimpeded access (i.e. Security escort scheduled in advance) to the installation site will be granted from the client prior to the dispatch Any wait time due to lack of client readiness, wait times for facility access, or client availability could be billable at a standard hourly rate.	\$822.17	\$822.17 x 1 \$822.17
FOUND- DRAWING-AT- FR	Foundation drawing created and stamped by a professionally certified civil engineer.  - Drawing of kiosk and concrete foundation along with calculations to determine mounting requirements based on kiosk dimensions, concrete thickness, wind load, and other determining factors.  Customer requirements for drawing procurement:  - Installation address of the kiosk  - Exact installation location specified with GPS coordinates (longitude and latitude)  - Identification of any structures if not mounted to a flat concrete foundation  - Direction which kiosk will be facing once installed	\$733.00	\$733.00 × 1 \$733.00
INSTALL-SS	Site survey of up to (3) installation locations at the same building	\$338.54	\$338.54 × 1 \$338.54

Expiration Date: 06-30-2025



Product	Description	List Unit Price	Net Total
Way-anim- Path	Animated Paths draw lines with turn-by-turn directions from directory to destination on your building's floor plans. Pricing varies based on the specifics of your building. This quote pricing is based on:  Number of Floor Plans - 1,  Total Destinations - 30,  Number of Directories - 1,  Dimension - 2D,  Number of Orientations - 1.	\$900.00	\$900.00 x * \$900.00

Expiration Date: 06-30-2025



#### Summary

\$31,120.06
\$7,491.55
\$2,266.00

Total: \$40,877.61

#### Payment Terms & Conditions

This quote is subject to TouchSource Terms & Conditions. Pricing above reflects a discount of 3.35% for payments by cash, check, or bank transfer. Payments via credit card are not eligible for this discount and would be charged at the list rate. TouchSource reserves the right to cancel or modify orders due to errors. Customer shall reserve the right to approve any such modification in writing. All turnaround times are dependent upon: (1) receipt of required information for programming, (2) approval of custom cabinets (if applicable), and (3) receipt of deposit. For TouchSource Express, full payment required at time of purchase.

Unless otherwise stipulated, the quotation is subject to the TouchSource terms and conditions following this quote or available online here: <a href="https://get.touchsource.com/hubfs/Service">https://get.touchsource.com/hubfs/Service</a> Agreement.pdf

IN WITNESS WHEREOF, the parties have caused this Hardware Sale and SAAS Agreement to be executed by their undersigned duly authorized representatives as of the Effective Date.

TouchSource	DuPage County	
Signature:	Signature:	
Name: Ronda Barthel	Name:	
	Date:	
	Purchase Order:	
Billing Information		
Billing Contact:		
Email Address:		
Phone Number		



#### HARDWARE SALE AND SAAS AGREEMENT

This Hardware Sale and SAAS Agreement (this "**Agreement**") is between TouchSource, LLC ("**TouchSource**") having its address at 1370 Miners Dr. #103, Lafayette, CO 80026, and DuPage County ("**Purchaser**"), who hereby agree as follows:

#### 1. **DEFINITIONS**

"Documentation" shall mean the specifications, user guides and other materials for the Hardware and the Software made available by TouchSource to Purchaser in written or electronic form.

"Fees" means the amounts payable hereunder as more particularly described on the attached Exhibit A, and Exhibit B.

"Purchaser Materials" means all images, content, data, software and other materials provided by Purchaser or used by Purchaser in connection with this Agreement and not provided by TouchSource hereunder. For the avoidance of doubt, Purchaser Materials does not include any information or data collected directly by the Software.

"TouchSource Data" means anonymous usage information, including statistics, usage data, and any databases produced therein collected by or processed in the Software and does not include any personally identifiable information.

"Software" means any computer program(s) included, installed, or operated on any Hardware, including updates, enhancements, translations, modifications and derivatives thereof as may be supplied by TouchSource during the term hereof.

"Hardware" means the computer equipment and hardware listed on the attached Exhibit B, including any associated components, enclosures, or other tangible personal property.

"Term" means the period specified on Exhibit A and renewal periods as subsequently elected by and paid for by Purchaser as shall be specified in writing between the parties hereto... The Initial Term together with the Renewal Term (if any) is referred to herein as the "Term."

#### 2. USAGE/TITLE/FEES

- (a) Purchaser is entitled to use the Software during the Term only as set forth herein and on Exhibit A.
- (b) Purchaser may not: (i) rent, loan, tor re-license the Software or Documentation or any portion thereof; (ii) make copies, translations or derivative works of the Software or Documentation; (iii) reverse engineer the Software, except as expressly permitted by applicable law, or create from it any work, whether in tangible or intangible form, that constitutes a "derivative work" within the meaning of the definition set forth in Section 101 of the U.S. Copyright Act.
- (c) Any trade name or trademarks used with the Software and any licenses and rights granted hereunder may not be distributed, sold, sublicensed, or otherwise made available or transferred, in whole or in part, to any third party without the prior written consent of TouchSource. Purchaser shall not remove or alter any legends, copyright or trade secret notices from Software or Documentation.
- (d) Purchaser agrees to pay the Fees for the use of the Software, as more particularly described on the attached Exhibit A.

#### 3. SERVICE LEVEL

TouchSource shall provide the service level as selected on <u>Exhibit A</u> attached hereto ("Service Level"). TouchSource may provide or resell third-party media and information as part of specific subscription or service included in the selected Service Level ("Content"). Certain Service Level's may contain lower fees in exchange for allowing TouchSource to display advertisements or other Content from its partners. Purchaser is required to comply with all obligations and restrictions of Purchaser at the selected Service Level.

#### 4. UNAUTHORIZED USE.

Purchaser agrees to notify TouchSource immediately of the unauthorized possession, use, or knowledge of any component of the Software to which Purchaser is given access under this Agreement and of other information made available to Purchaser under this Agreement, by any person or organization not authorized by this Agreement to have such possession, use or knowledge.

Expiration Date: 06-30-2025



#### TERMINATION/DEFAULT

- (a) This Agreement shall be effective when signed by both parties hereto and is for the Term(s) specified on Exhibit A to this Agreement.
- (b) Either Party may terminate this Agreement at any time during the Term upon the failure of the other Party to observe or perform any of the covenants, terms and conditions of this Agreement where such non-performance is not fully remedied by the breaching Party within thirty (30) days after written notice by the non-breaching Party (other than as specified in subsection (c)).
- (c) Termination of this Agreement under this Section 5 shall be in addition to, and not a waiver of, any remedy at law or in equity. In the event of any termination, Purchaser shall immediately cease to use the Software, and shall return all Documentation to TouchSource. On the effective date of any termination or expiration of this Agreement, all amounts then owed by Purchaser to TouchSource for services rendered up to the date of termination will become immediately due and payable, even if later payment dates had been mutually agreed upon by the parties.

#### 6. WARRANTY

TouchSource warrants that during the term of the Agreement, the Software will perform substantially in accordance with the Documentation. In the event of any non-conformance of such Software to the specifications, Purchaser shall promptly so notify TouchSource and provide TouchSource with information that allows TouchSource to investigate the claimed error. In any event such notice must be received by TouchSource no later than 30 days from the end of the Term. TouchSource's sole obligation and Purchaser's exclusive remedy under this warranty shall be limited to TouchSource using commercially reasonable efforts to promptly correct such defects or, in TouchSource's sole discretion, terminating this Agreement and refunding any prepaid license and service fees paid by Purchaser in accordance with <a href="Exhibit A">Exhibit A</a>. TouchSource's warranty obligations shall be void if the Software is modified by anyone other than TouchSource. THE FOREGOING WARRANTY IS GIVEN IN LIEU OF, AND TOUCHSOURCE HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEMS INTEGRATION AND NONINFRINGEMENT. PURCHASER EXPRESSLY ACKNOWLEDGES THAT BECAUSE OF THE COMPLEX NATURE OF COMPUTER SOFTWARE, TOUCHSOURCE CANNOT AND DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE WITHOUT INTERRUPTION OR ERROR-FREE.

#### 7. INDEMNIFICATION

To the extent permitted by applicable law, Purchaser shall, at its own expense, indemnify, defend and hold harmless TouchSource from and against any claim, loss, liability or demand (including reasonable attorneys' fees) arising out of or in connection with: (i) any negligence or willful misconduct of the Purchaser, its employees and/or agents, (ii) any breach of this Agreement by the Purchaser, (iii) any violation of law by Purchaser associated with Purchaser's failure to meet any regulatory obligations, including any applicable privacy laws, arising from the Purchasers use of the Hardware or the Software, and (iv) any claims that any Purchaser Materials violate or infringe any third party intellectual property or proprietary rights. TouchSource shall, at its own expense, indemnify, defend and hold harmless Purchaser and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the intentially wrongful act or omission, neglect or misconduct of TouchSource, its employees, agents, vendors, or its subcontractors including, but not limited to, any claims that may be made by the employees, agents, vendors, or subcontractors themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.). TouchSource shall further indemnify, defend and hold harmless Purchaser against any third party claim that the Hardware and, or, Software provided hereunder infringes such third party's patent or copyright (an "Infringement Claim"), and indemnify Purchaser from the resulting costs and damages awarded against Purchaser to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement; provided that Purchaser: (i) notifies TouchSource promptly in writing of such Claim, and (ii) reasonably cooperates in response to a TouchSource request for assistance. Nothing contained herein shall be construed as prohibiting the Purchaser, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The indemnifying Party shall likewise be liable for the cost, fees and expenses incurred in the defense of any such claims, actions, or suits. Nothing contained herein shall be construed as constituting a waiver of Purchaser's defenses or immunities under the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq.

#### 8. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY OR BE LIABLE FOR ANY LOSS OF REVENUES, PROFITS, OTHER ECONOMIC LOSS OR GOODWILL OR OTHER INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, RESULTING FROM THIS AGREEMENT EXCEEDING TWICE (2X) THE AMOUNTS PAID BY PURCHASER PURSUANT TO THIS AGREEMENT, DUE TO THE PARTY'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT OR ANY OF THE ATTACHMENTS HERETO, OR FROM THE FURNISHING, PERFORMANCE, DELAY IN DELIVERY, OR USE OR LOSS OF USE OF ANY SOFTWARE, HARDWARE, CONTENT, OR OTHER MATERIALS DELIVERED TO PURCHASER HEREUNDER, WHETHER RESULTING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR TORT, INCLUDING NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY UNDER THIS AGREEMENT RESULTING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, AND TORT, INCLUDING NEGLIGENCE OF EITHER PARTY, SHALL BE LIMITED TO THE LICENSE FEES ACTUALLY PAID BY PURCHASER TO TOUCHSOURCE IN THE 60 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

#### 9. MAINTENANCE/SUPPORT



- (a) MAINTENANCE. Unless otherwise specified, TouchSource has the sole right and responsibility to maintain and update the Software. In connection with such maintenance and update, Purchaser shall provide to TouchSource any testing assistance that TouchSource may reasonably request.
- (b) STANDARD ENHANCEMENTS. TouchSource reserves the right, as reasonably necessary or convenient for TouchSource's own purposes or to improve the quality of the Software, to change access procedures, types of equipment utilized in the TouchSource computing environment, system interfaces, operating and other system and network software, utilities, and database software (collectively "Standard Enhancements"), and to implement Standard Enhancements to the Software. Whenever practicable, TouchSource shall give Purchaser advance notice of the scheduled implementation of any Standard Enhancement and will use commercially reasonable efforts to reduce disruption to the Purchaser's software usage.
- (c) ACCESS INTERRUPTIONS. Purchaser acknowledges and agrees that in order for TouchSource to perform the maintenance services set forth herein, TouchSource may be required from time to time to interrupt Purchaser's ability to access the Software. TouchSource will use commercially reasonable efforts to minimize access disruptions during normal business hours.

#### 10. PAYMENTS AND TAXES

Purchaser shall pay to TouchSource the Fee(s) in accordance with the payment terms specified in Exhibit A and Exhibit B, as applicable, in accordance with the provisions of the Illinois Local Government Prompt Payment Act, 50 ILCS 550/1 et seq. Purchaser shall be responsible for the payment of any and all applicable taxes, fees and duties, including any related value added tax, arising under this Agreement, other than income taxes levied upon TouchSource. In addition to any other sums payable thereunder, Purchaser shall pay to or reimburse TouchSource for all applicable taxes, however designated (except TouchSource income taxes), arising from this Agreement. TouchSource reserves the right, upon seven (7) days' advance written notice to Purchaser, to suspend operation of Software should Purchaser fail to make full payment upon the date said payment is due. TouchSource, at its sole discretion, may charge interest in accordance with the terms of the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., for Purchaser's failure to make any payment in a timely manner.

#### 11. CONFIDENTIAL INFORMATION

- (a) TouchSource and Purchaser each expressly undertakes to retain in confidence all information transmitted to it by the other party pursuant to this Agreement that the disclosing party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"), and will make no use of such Confidential Information except under the terms and during the existence of this Agreement. TouchSource and Purchaser shall treat the terms and conditions of this Agreement as confidential; however, either party may disclose such information in confidence to its legal and financial consultants as required in the ordinary course of that party's business, and may disclose said Confidential Information to the extent required by applicable law or court order.
- (b) Confidential Information shall not include any information that: (i) is at the time of disclosure or subsequently becomes publicly available without the receiving party's breach of any obligations owed the disclosing party; (ii) became known to the receiving party prior to the disclosing party's disclosure of such information to the receiving party; (iii) became known to the receiving party from a source other than the disclosing party other than by the breach of an obligation of confidentiality owed to the disclosing party; or (iv) is independently developed by the receiving party. Information that is aggregated or derived from Purchaser's use of the deliverables or the Software shall not be deemed Confidential Information of Purchaser.
- (c) Notwithstanding anything to the contrary herein, Purchaser grants to TouchSource the right to use Purchaser Materials, information, data and records solely in connection with making the Software available and in performance or provision of the Services under this Agreement, and the right to use such materials, information, data and records in perpetuity in an anonymized and/or aggregated fashion, to, among other things, enhance the Software and services provided by the Company to its customers and users of the Software.

#### 12. INTELLECTUAL PROPERTY

- (a) All inventions, copyright work, design right work, business methods, patents or other intellectual property created by TouchSource, individually or jointly with the Purchaser and specifically relating to the Hardware, Software, or any Services, excluding any Purchaser Materials (collectively, the "System"), shall be the sole and exclusive property of TouchSource.
- (b) The Purchaser also acknowledges that TouchSource owns and retains all intellectual property rights relating to the System including without limitation trademarks, copyrights, patents and trade secrets. The Purchaser shall not acquire any right, title and interest in or to the System (other than any Hardware sold to Purchaser pursuant to this Agreement), and except as expressly provided otherwise in this Agreement, the Purchaser may not translate, disassemble, reverse engineer, decompile or create derivative works based on the System.
- (c) All right, title and interest without limitation, including all intellectual property rights, in and to the System, related materials and any copies thereof and any changes, modifications or corrections to the System, and all documentation, code and logic which describes and/or comprises the System belongs to TouchSource. Unless otherwise agreed to in writing by the parties hereto, if the Purchaser conceives of or introduces any modifications or corrections of any type or nature to the System, then the Purchaser hereby irrevocably assigns to TouchSource all such rights, title and interest to such modifications or corrections and agrees to execute all documents necessary to implement such assignment as requested by TouchSource.
- (d) All ownership rights, title and interest in the TouchSource Data shall be and remain solely vested with TouchSource. TouchSource, in its sole



discretion, may license, sell, or provide the TouchSource Data to third parties for any purpose. Notwithstanding anything to the contrary herein, including Section 11 of this Agreement, Purchaser hereby waives any right to restrict TouchSource's use in any manner of the TouchSource Data, except as otherwise required by law.

(e) The provisions of this Article 11 shall survive the termination or expiration of this Agreement.

#### 13. HARDWARE PURCHASE

- (a) The Purchaser agrees to purchase from TouchSource the Hardware detailed in Exhibit B, at the price provided for therein (the "Hardware Price"). The Purchaser agrees to pay the specified fees plus any applicable taxes for the hardware by the dates listed and as otherwise required on Exhibit B (the "Hardware Price Terms").
- (b) Upon receipt of the Hardware Price by TouchSource and satisfaction of the Hardware Price Terms, TouchSource shall transfer to the Purchaser good, clear and marketable title to the Hardware.
- (c) TouchSource provides a limited warranty against manufacturing defects of the Hardware as follows: (i) two (2) years from the Purchase Date (as defined in <a href="Exhibit B">Exhibit B</a>) on all Hardware installed within a TouchSource enclosure, and (ii) 1 year from the date Purchase Date on all Hardware not installed within a TouchSource enclosure. TouchSource makes no other warranty or guarantee for any other defects, failures, damages or limitations, caused for any reason other than as stated above. THE FOREGOING WARRANTY IS GIVEN IN LIEU OF, AND TOUCHSOURCE HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION AND NONINFRINGEMENT. PURCHASER EXPRESSLY ACKNOWLEDGES THAT BECAUSE OF THE COMPLEX NATURE OF COMPUTER HARDWARE, TOUCHSOURCE CANNOT AND DOES NOT WARRANT THAT THE OPERATION OF THE HARDWARE WILL BE WITHOUT INTERRUPTION OR ERROR-FREE.

#### 14. SHIPPING AND INSTALLATION

- (a) Purchaser is responsible for providing a complete and accurate delivery address for any Hardware required to be shipped. A representative of Purchaser must be available to sign for any deliveries. Failure to accept delivery may result in additional charges.
- (b) Installation of any Hardware Purchased shall not be included unless indicated on <a href="Exhibit B">Exhibit B</a>. Purchaser is responsible for preparing the install location and providing the required services, power, internet connectivity, permits, licenses, access and the like, including any such requirements as identified in any Hardware schematics, drawings, or similar documentation made available by TouchSource. Failure to provide adequate site preparation may result in service charges by TouchSource at its standard hourly rates to cover lost time of its service personnel.

#### 15. MISCELLANEOUS

- (a) CHOICE OF LAW/VENUE. The validity and performance of this Agreement shall be governed by the laws of the State of Illinois. Determination of any disputes shall be in the state or federal courts in DuPage County, Illinois, and the parties hereby consent to exclusive personal jurisdiction in such courts for all matters arising under this Agreement.
- (b) ENTIRE AGREEMENT. This Agreement together with any Exhibit(s) and mutually designated Appendices that may be attached hereto constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all other prior communications written or verbal.
- (c) MODIFICATIONS. Any modification to this Agreement must be agreed to in writing by both parties.

#### **GSA Contract Information**

- DUNS #: 09-428-9885
- GSA Contract #: 47QTCA23D0058
- \*Type: MAS
- SAM UEI: SXPPMQT2MLH9
- CAGE/NCAGA: 45D22
- DBA: TouchSource
- NAICS Category: & Codes:
- Large Category: Information Technology
- Sub Category: IT Hardware
- NAICS Codes for Company: 334112, 334111, 334210
- SIN: 33411 Purchasing of New Electronic Equipment



# EXHIBIT A SERVICE LEVEL

#### **DESIGN SERVICES**

The Purchaser is entitled to standard design services as part of a software purchase through TouchSource. Standard design service includes selection of a standard design layout as provided by TouchSource including changes to match customer branding as well as any additional features as specified in the chosen subscription(s) unless otherwise quoted. Any additional design requirements set forth by the customer outside of the scope of the standardized layouts may be subject to additional fees.

In cases where the design is completed and approved by the Purchaser prior to order shipment, the Purchaser is entitled to 30 days past the date of shipment to standard design edits free of charge. After the 30 days have lapsed, revision requests may be subject to additional fees unless otherwise stated in the contract.

In cases where the hardware must be shipped prior to design completion and approval, the purchaser has 30 days past the date of shipment in which to contact TouchSource to request completion of the final design. Once the final design is approved by the Purchaser or a 3rd party designated by the Purchaser, TouchSource will consider the order fulfilled and the day of final approval will start the 30 day period of free standard revisions. If the Purchaser fails to contact TouchSource in the 30 days allotted after the hardware is shipped, all design edits requested by the Purchaser will be subject to custom design fees going forward.

Fees: \$7,491.55

Term of the Agreement: 60 months from the Effective Date (the "Initial Term").

Initials:

# TOUCHSOURCE

### EXHIBIT B HARDWARE

#### **FABRICATION SERVICES**

All enclosures fabricated through TouchSource are quoted with the assumption that all aspects will be executed through TouchSource or by a preferred vendor or partner. Should a purchaser wish to use an alternate vendor for any stage of the scoped project, TouchSource is not responsible for the planning, execution, or quality of services.

Fees/Hardware Price: \$33,386.06 Hardware Price Terms:

Hardware Warranty Inclusions

- Unlimited remote troubleshooting of hardware defects;
- Repair and replacement of malfunctioning equipment due to manufacturer defects;
- Repair/replacement based on shipment of faulty equipment to us and return of repaired/replaced equipment to client (shipment via ground service); and
- Billable onsite support, if necessary.
- As long as you are paying for your TouchSource Express subscription, your hardware purchase is under warranty.

The warranty period offered by TouchSource begins at date of shipment but does not include coverage of damage that may occur in transit if the Purchaser signs for the damaged shipment at delivery.

#### **Extended Warranty Details**

If purchased, the 3-Year additional hardware warranty starts at the expiration date of the initial warranty period and assumes the same scope as the initial warranty.

#### **Equipment Warranty Exclusions**

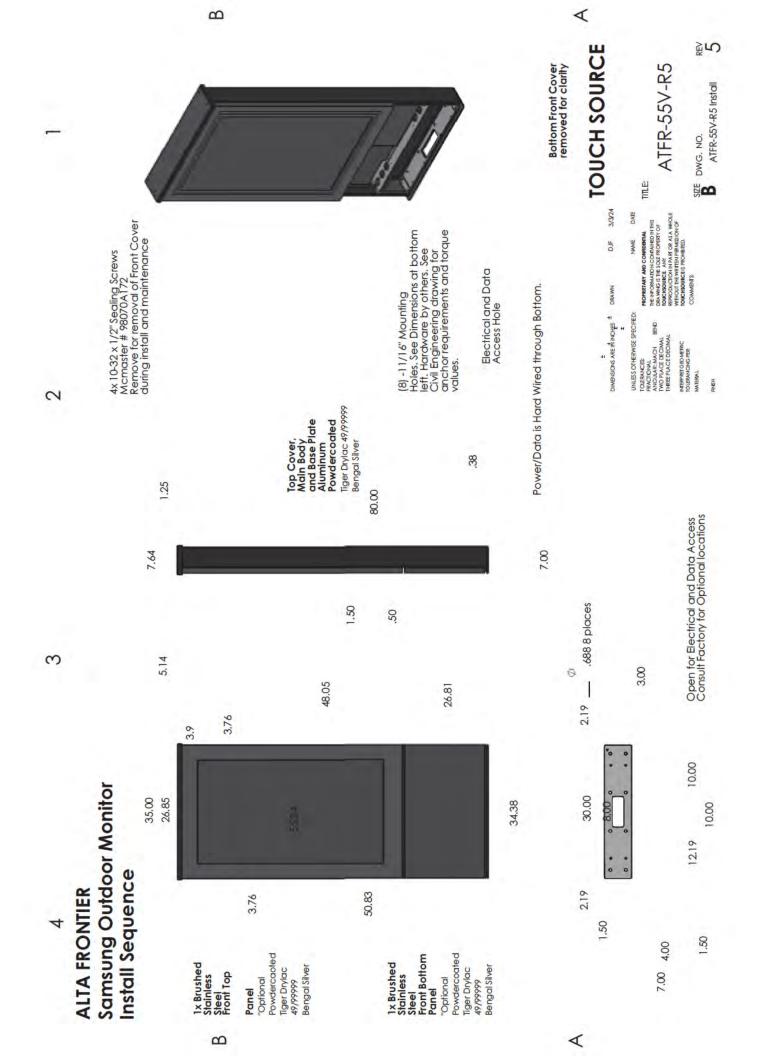
To the full extent permitted by law, TouchSource does not warrant or guarantee, and is not responsible for:

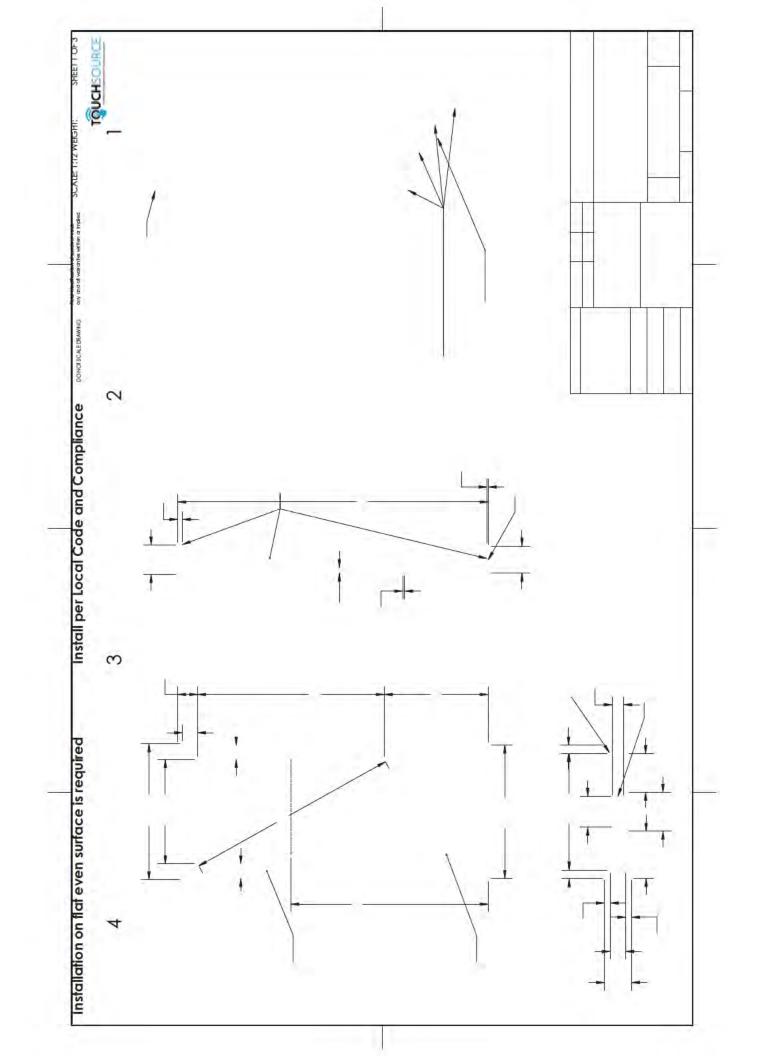
- Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, failures in third-party communication networks, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of TouchSource' control, or (B) the customer's abuse, mishandling, misuse, computer viruses, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment or component in any way. The customer shall provide qualified technical personnel to maintain and repair the equipment and components.
- Equipment built to the customer's specifications that is later found not to meet the customer's needs or expectations.
- The performance of the equipment or components when used in combination with enclosures and equipment not purchased from TouchSource.
- Warranty may be voided if TouchSource components are housed more than 15 feet away from each other and/or if they do not have some type of active ventilation—such as a small CPU fan.

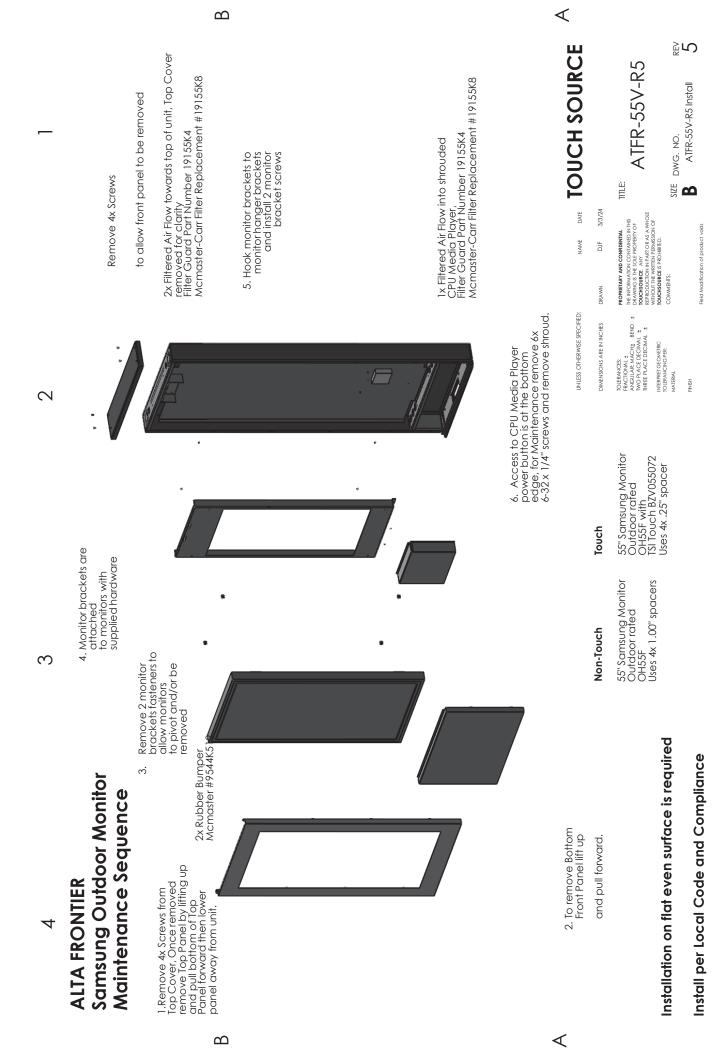
#### Additional Hardware Warranty Notes

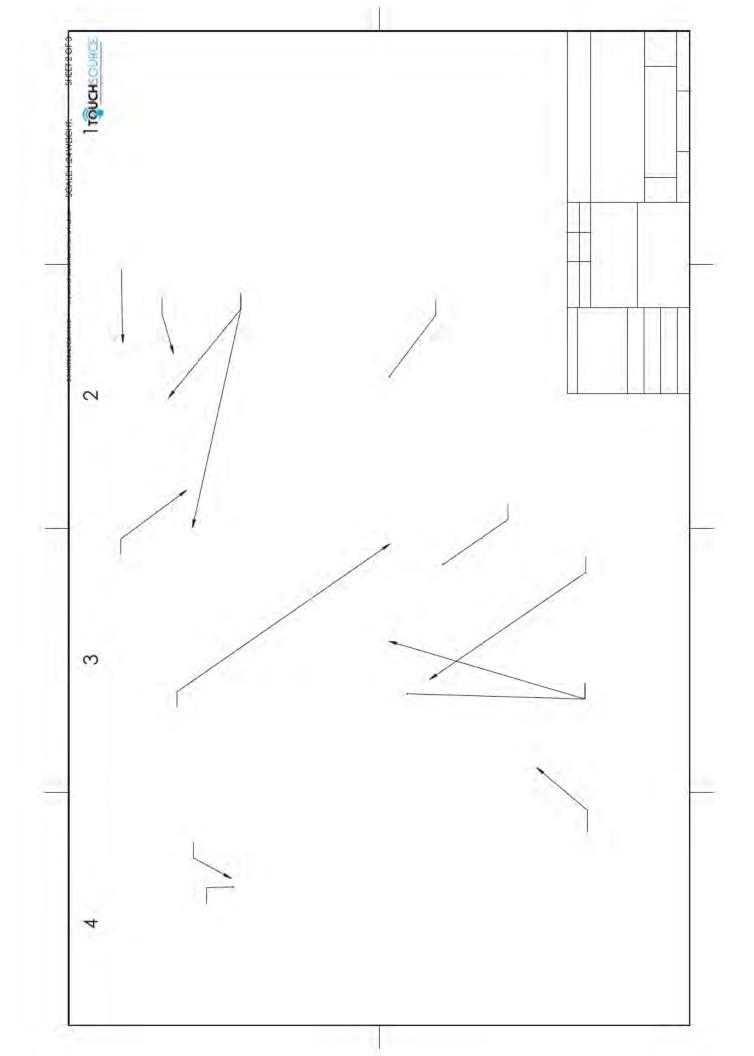
- OEM or third-party equipment that is incorporated into TouchSource equipment is covered for the same period as such TouchSource equipment's Standard Equipment Warranty unless the OEM or third-party equipment carries its own limited warranty.
- Items Sold As Resale. Items sold as resale are such items that are not manufactured by TouchSource but may be utilized in conjunction
  with, independently of or incorporated into, TouchSource manufactured equipment (such as tubes, printers and antenna transmission
  lines) and are covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items. IF AN ORDER
  COVERS EQUIPMENT NOT OWNED BY TOUCHSOURCE, IT IS SOLD SUBJECT TO TOUCHSOURCE'S ACQUISITION OF SUCH
  EQUIPMENT.
- Used Equipment. IF THE EQUIPMENT SPECIFIED IN AN ORDER IS DESCRIBED AS USED, IT IS SOLD "AS IS" AND WITH NO WARRANTY.

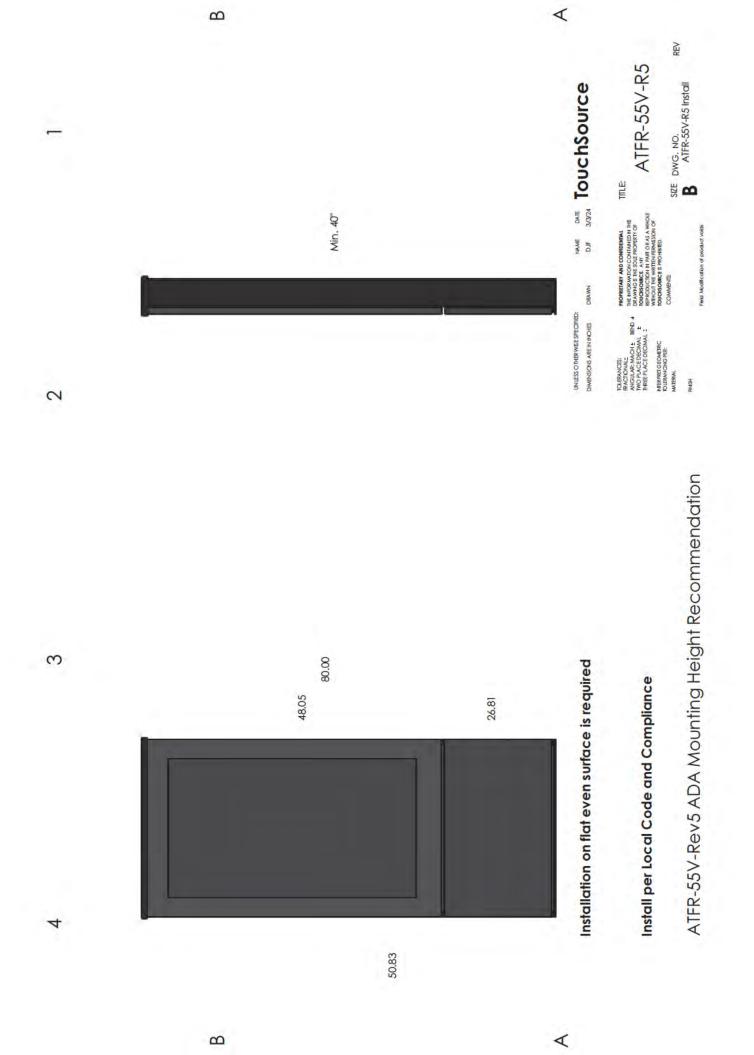
Initials:

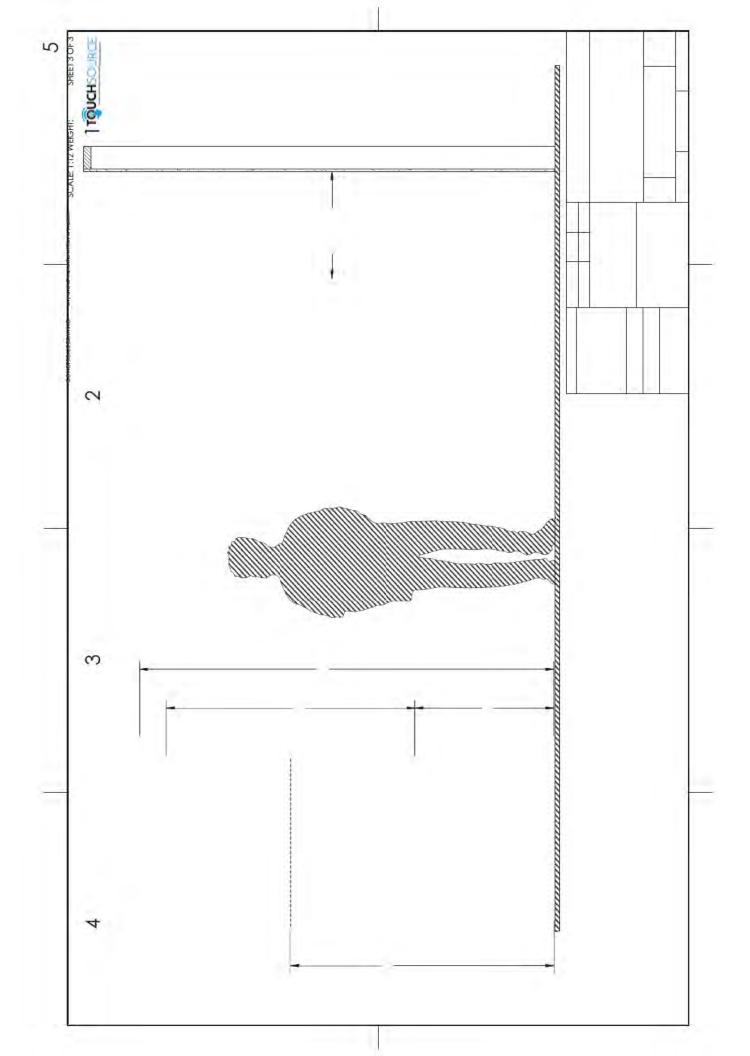














#### **FEATURES**

- · Animated paths
- · Directions-on-the-go
- Automated tenant location updates
- · Branded designs
- Layered 2D or 3D maps
- · Station-to-station wayfinding
- · QR Codes and text-to-mobile



#### **CONTACT US**

(866) 476-1872 info@touchsource.com

# **TouchSource Wayfinding**

# Simple Directions, Great Experience

Get visitors where they need to go fast—without the need to stop and ask someone for directions. Guide users through buildings and campuses with eyecatching maps that are easy to understand. Our technology lets users scan the maps into their mobile devices for on-the-go wayfinding.

## **TouchSource Wayfinding Features**

We collaboratively work with you on your property's needs, goals, directory sizes and branding to deliver stunning and easy-to-use wayfinding maps that delight visitors. Services and features include:

- Updates Automatically. When a tenant moves to a different location, your map updates itself for effortless upkeep.
- Animated Paths. Animated lines for turn-by-turn directions from directory to destination using the buildings floor plans that are rendered beautifully.
- Layered 2D or 3D Maps. Select just the right options for optimized spacial
  orientation including 2D and 3D renderings. Wayfinding design inputs include
  your floor plans that are mapped to the kiosk or display location for
  directionally-correct compass orientation. Delivers an optimal visitor
  experience so they quickly find where they're going.
- Directions-on-the-Go. Take the map with you from the directory to your mobile device via QR codes and text-to-mobile for easy in-building navigation.
- Station-to-Station Wayfinding. Get visitors quickly to the right location across your large property campuses.
- Branded & Localized Design. Customize the look and feel of your maps to match your branding, local amenities, stairways, elevators and localized property features.
- Wayfinding Managed Services. Our team of experts will update your maps, directions, and locations as your facility changes. Construction re-routes, new facilities, additional wings, or redeployment of your directories will all be handled with TouchSource's team of in-house designers.

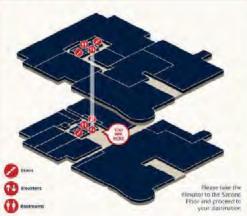
Wayfinding is an add-on service and requires a subscription of TouchSource Engage or higher (including Engage, Inspire, DMN and, if for a video wall, Immerse)

#### About TouchSource

TouchSource delivers simple solutions for smart spaces that engage people. Our captivating digital displays and IoT-connected directory solutions improve the experience of tenants, visitors and retail shoppers. Our digital signage solutions are simple to deploy, easy to use and low effort to maintain. We take the pain out of technology changes as you upgrade your spaces with beautifully-designed, functionally-fit digital signs and directories. Just ask our customers who we've proudly served over 11,000 times the TouchSource way.



# Second Floor





Visit touchsource.com for a gallery of examples

#### 2D Map



## OUR UNIQUE APPROACH TO PEOPLE-CENTRIC WAYFINDING

TouchSource offers simple, custom-designed wayfinding solutions to help the visitors of a facility easily find where they need to go. Whether a desired destination is within the building or somewhere else on a campus, TouchSource will show the way.

Our in-building solutions offer presentations in basic 2D as well as layered 3D maps that show the user a full path from the directory all the way to the destination. If wayfinding is required for multiple buildings, we also offer campus (or property) mapping solutions. All maps come with a QR code, so a visitor can scan and take the map with them on a mobile device.

Our mapping solution is destination-based, and all possible destinations in a facility will be mapped, whether a building is at full occupancy or not. Because of this, when a space is newly occupied, or a space changes occupants, these changes can be made easily in the TouchSource Portal. The maps will be in place as soon as the directory updates. The only time that help will be required from the TouchSource team for wayfinding changes will be when structural changes are made to buildings and suites, such as new suites or entrances, new walls, merged suites, corridor re-routing, etc.

#### **HOW IT WORKS**

#### In-Building Wayfinding

A TouchSource Directory allows the user to search from a list of desired destinations such as Company Offices, Departments or Practices, as well as Individuals, Physicians or Faculty. Mapping to Conference Rooms, Retail Suites, Coffee Shops and other Building Amenities are commonly implemented. A "You Are Here" marker will show the location of the directory where the user is standing. For each directory, the map will be oriented in the direction that the user is facing, to make it as easy as possible for a visitor to find their way. Along with an animated path to the desired destination, we also display an info-box to show the destination name and location.

#### 2D Mapping

With 2D Maps, we have the ability to show one floor at a time. 2D mapping is best for buildings that have simple layouts and a small number of rooms/suites per floor. When wayfinding to other floors, the "You Are Here" marker will be shown as partially transparent, and the starting point of the wayfinding path will begin at the elevator on that floor with instructions for the user to take the elevator.

Sometimes it is best to create a small inset/thumbnail of the floor where the user is standing, to clarify how to get to an elevator. Animated Paths are most popular, showing a path from the directory or elevator all the way to the destination. We also offer a simpler solution called Dynamic Labels, which shows a short arrow pointing to the suite.



# 3D Map 1st to 2nd Floor The Best Mark St. The Control of the Co

# Campus Map Campus Map No Map Plus of convents in facility in the convents i

#### 2D Mapping Examples

Two dimensional examples of wayfinding are shown below.



#### 3D Mapping

3D Mapping is a clear and complete solution and is highly recommended for complex buildings/properties. With 3D maps, we rotate, skew and tilt the maps, extruding some elements to create a three-dimensional effect. When wayfinding to other floors, we show one labeled floor above the other to give the visitor a clear indication that their destination will be on another floor. Unlike 2D wayfinding, we can guide the user all the way from the directory to the elevators, then up or down the elevators, and through the corridors to a destination. We create animated paths from the directory all the way to the destination.



#### Campus Mapping

Campus mapping is most often included as an addition to in-building wayfinding. A campus map is typically shown in two dimensions with North pointing up. In many cases, we can make use of the campus map design that is already in use for the property or campus. If wayfinding is required outside of the building where the visitor is standing, we will show the campus map view, and direct the visitor from that building to the entrance of another building on campus. We can implement either animated paths or dynamic labels for campus mapping.

When multiple buildings contain directories, we implement "Station-to-Station" wayfinding. For the average user, getting from one building to the next with Campus Wayfinding is the ultimate goal. Once in the other building, the user can wayfind within the new building using the directory within that lobby.



# **TouchSource Wayfinding**

# **Actual Customer Maps**

2D

3D

#### **FEATURES**

- · Animated paths
- · Directions-on-the-go
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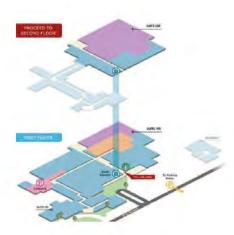


#### **CONTACT US**

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#### **FEATURES**

- Professional A/V installation
- 40-point checklist site survey for timely, optimal installations
- Turnkey product delivery
- Confirmation of product fitment with exact measurements, photos, confirmation of power and data availability
- · ADA-compliance is reviewed
- Viewing and user experience with the planned site is evaluated
- Building walkthrough to confirm products can be delivered to the install site without disruption
- Measurements, photos, and installation advice is documented for the review with the client

#### **LEARN MORE**

866-476-1872 info@touchsource.com touchsource.com

## **TouchSource Product Installation**

#### Leave Installation to Our Professionals

Product installation can be challenging to source and coordinate on your own. The expertise for Audio/Visual (A/V) installations requires specialized training. Using TouchSource to install your products allows you to take advantage of our professionally certified A/V installers. We recommend a Site Survey where our professionals go through a 40-point checklist to assess and proactively plan for a successful installation.

When selecting TouchSource as your product installer, we review your installation location to determine if it qualifies for standard installation pricing. If your installation has non-standard wall/floor materials, is at a location outside of a metro area, or requires extra people to install your unit, there will be additional cost that you'll want to put in your budget. Additionally, there are actions you must take before any products can be installed. Being armed with information on how to prepare for installation saves you time, hassle, and unwelcome surprises.

#### **Quick Guide to Services**

We'll cover what's included, what's extra and how to prepare in this guide.

Service Type	Standard	Non-Standard (upcharge)
Walls / Recessed Displays	Drywallor concrete if on a weight- bearing wall	Brick, granite, marble, tile or anything not listed as standard
Kiosks	Floor-Mounted:concrete, carpet over concrete	Brick, granite, marble, tile or anything not listed as standard
Site Location	Within 50 Miles of a major metropolitan area	Outside of 50 Miles of a major metropolitan area
Removal and Recycling of Old Digital Displays		Disposal/recycling of existing hardware
TouchSource Enclosure Modifications		Minor product hardware modifications, such as increasing width of cutouts on mounting systems to accommodate existing or incorrectly positioned or hard-to-reach power/internet outlets.

## **Customer Site Preparation**

The following steps need to be completed by you or your contractors before products can be installed.

If one or any of these items isn't known or ready for installation, you may experience extra costs, delays or issues.

- Electrical outlets and internet connection (hardwired, wireless, or cellular): Power and internet need to be ready and available in the specific product installation location in alignment with product specification requirements <u>before</u> scheduled installation date.
- Wall cavities or alcoves must be completed by customer and sized to fit the unit per product specifications.
- Client on-site contact: Contact to confirm the location of work and allow for delivery of the product(s) to the location(s) before the installation team arrives.
- On-stie contact must also be provided for approval of installation upon completion.





#### **EXTRA SERVICES**

- Installation on nonstandard materials such as brick, granite, marble, tile or material other than drywall.
- · Removal of existing hardware.
- Disposal/recycling of existing hardware
- TouchSource product hardware modifications, such as increasing width of cutouts on mounting systems to accommodate existing or incorrectly positioned or hardto-reach power/internet outlet
- Installation locations outside of major metro areas has a surcharge dependent on distance

#### **LEARN MORE**

866-476-1872 info@touchsource.com touchsource.com

# **TouchSource Installation Service**

#### What's Included in a Standard Installation?

When purchasing installation services, a quote for standard installation will include the following:

- Technician will install the product including: Display mounting hardware at the approved location, installing the CPU and monitor, plugging in Internet/power provided by client, and testing the program functionality.
- Area will be cleaned and light debris will be disposed of onsite in a receptacle provided by the client. Customers need to dispose of shipping crates, pallets and cardboard.
- Work will be performed during normal business hours (8:00AM 5:00PM, Monday -Friday) by non-union installers, assuming no permit is needed.
- Location is within 50 miles of a major metropolitan area. (An upcharge is assessed for more remote locations.)

#### Installation Extras

You may opt to pre-purchase some added services such as removal of old equipment when you order it in advance of installation.

#### Available with an upcharge if ordered prior to installation:

- Installation on non-standard materials such as brick, granite, marble, tile or material other than drywall.
- · Removal of existing hardware.
- · Disposal/recycling of existing hardware.
- Minor TouchSource product hardware modifications, such as increasing width of cutouts on mounting systems to accommodate existing or incorrectly positioned or hard-to-reach power/internet outlets.
- Installation locations outside of major metro areas has a surcharge dependent on distance.

#### Installation Exclusions

These services are outside of our scope: construction, electrical, data or third-party housing alteration services. We can refer to a provider upon request.

#### Never included in installation:

- Site preparation and construction work such as recessed product alcove/cavity construction and framing; wall/floor leveling; adjustments to third-party enclosure or encasements; or enlarging walls to fit products.
- Electrical and internet work such as outlet installation or repositioning; product hardwiring or wire termination; or power and internet troubleshooting.
- Cable routing within building such as routing cables from a controller room to product locations.
- · Onsite fabrication to accommodate existing structures.
- Customers need to dispose of shipping crates, pallets and cardboard. Our installers are A/V specialists who are not prepared to dispose of shipping debris.
- · Elevator product installation.





#### SITE SURVEY INSPECTION

- ADA compliance review
- · Material and condition of wall
- · Wall and/or floor "flatness" levels
- Alcove and framing inspected
- · Wall cavity measurement
- A/C power and/or ethernet cable outlets inspected
- Viewing experience
- Building entry mapped and reviewed to confirm items can fit through doors, hallways, rooms
- Over 40 detailed items including photographs, measurements, advice on location, ingress and ADA compliance tips are provided

LEARN MORE 866-476-1872 info@touchsource.com touchsource.com

# **TouchSource Site Survey**

## **Ensure that Installation Goes Smoothly**

There are multiple items that need to be checked, measured, and confirmed to guarantee your that TouchSource product can be installed in your proposed location. To save time, stay on schedule, and get your new system up and running as quickly as possible, a TouchSource Site Survey is recommended.

#### Professional 40-Point Inspection

A certified A/V technician will visit your property and complete a thorough inspection of the proposed installation site. They will document all the details so that our Support team can proactively review and identify any areas of concern in advance of your shipment date.

Items checked include these install preparation categories:

- · Material and condition of wall, framing, and/or floor are inspected
- · Wall and/or floor "flatness" levels are measured
- · Alcove and framing inspected and measured
- · Wall cavity measurement for level
- · A/C power and/our ethernet cable outlets inspected
- · ADA compliance in terms of height from floor, distance from wall
- Viewing experience including amount of direct sunlight, physical obstructions, and other items
- Building entry mapped and reviewed to confirm items can fit through doors, hallways, rooms, etc.

A full report with photos is created and provided for installation success, and for your records which will aid in maintenance and upkeep.



Visit touchsource.com to learn more about the rise of smarter spaces for a new generation of cities, business and consumers.

#### **About TouchSource**

TouchSource delivers simple solutions for smart spaces that engage people. Our captivating digital displays and IoT-connected directory solutions improve the experience of tenants, visitors and retail shoppers. We create intelligent digital experiences in residential, business, retail, healthcare and public spaces with relevant, engaging content that moves people where it matters. Our digital signage solutions are simple to deploy, easy to use and low effort to maintain. We take the pain out of technology change as you upgrade your spaces with beautifully-designed, functionally-fit digital signs and directories. Just ask our customers who we've proudly served over 11,000 times the TouchSource way.

