

1224 Broadway Street Denver, CO 80203 877-204-6679 Phone 720-221-0720 Fax www.fourwindsinteractive.com

Created Date 10/11/2016 Renewal Number Q-00O25254-A

Quote Information

Proposal Title: Annual Software Renewal

Prepared By: Victoria Burk

victorla.burk@fourwindsinteractive.com E-mail:

303-313-3061 Phone:

Customer Name: Cily of Orlando

End User

Customer Contact: Jeff Lutes

E-mail:

jutes@orlandomagic.com

Phone:

(407) 916-2400

Address Information

Ship To:

City of Orlando Name:

Contact: Jeff Lutes

Address: Orlando Venues - Amway Center

400 West Church Street Orlando, FL 32801

Phone:

(407) 916-2400

Email:

jlutes@orlandomagic.com

Bill To:

Customer

Name:

City of Orlando

AP Contact: Attn: Accounts Payable

Address:

Orlando Venues - Amway Center

400 Wesl Church Street Orlando, FL 32810

USA

Phone:

TBD

Email:

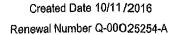
TBD

Customer Infrastructure Solution:

Item#	Item Description	List Price	Quantity	Billing Total	Billing Frequency / License Type	Term (Months)
Software				·		
FWI-ADV- ENT8-A	Advanced Enterprise Up to 700 Licenses, (Annual Billing) Period	\$150,000.00	1	\$150,000.00	Annual Subscription	36
	(09/01/2016-08/31/2017)				Software	\$150,000.00
					Hardware	\$0.00
					Professional Services	\$0.00
		Subscription Service		Subscription Services	\$0.00	
	•				Annual Maintenance	\$0.00
					Estimated Charges	\$0.00
				-	First Year Total	\$150,000.00
				P	nnual Recurring Fees	\$150,000.00

Assumptions

It is Client's responsibility to ensure all client provided hardware meet all FWI hardware requirements.





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Terms and Conditions

INVOICE AND PAYMENT TERMS

Payments on all products, services and deposits are billed on net 30 terms unless otherwise stated in the addendum section of this document.

Perpetual Software Licenses

Perpetual Software Licenses are invoiced immediately after contract is signed by the Customer.

Annual maintenance on Perpetual Licenses

The first year of annual maintenance will be billed immediately after the Contract is signed by the Customer and the one year period of coverage will commence on the first day of the month after the Contract is signed by the Customer, and extends for 12 months.

Software as a Service "SaaS" (Annual or Monthly Billing)

The first period of SaaS service will be billed immediately after the Contract is signed by the Customer and the appropriate period will commence on the first day of the month after the Contract is signed by the Customer.

Hardware orders greater than \$25,000 shipped within the United States or to Canada will require a deposit equal to 100% of the Hardware amount identified herein, unless otherwise set out in an Addendum. Hardware orders shipped outside of the United States and Canada a deposit equal to 100% of the Hardware amount identified herein regardless of the total dollar amount, unless otherwise set out in an Addendum. If a Hardware Deposit is required, Customer hereby acknowledges its understanding that projects will not begin until such deposit payments have been received by FWI. Shipping charges will not be included on deposit invoices. Shipping charges will be invoiced for hardware as incurred and will identify any applicable offset for Hardware Deposits received by FWI.

Professional Services

Professional Services packages are billed immediately after the Contract is signed by the Customer.

Time and materials billing is invoiced monthly in arrears.

Taxes, if applicable, will be included on the invoice for the associated item charge. Customers exempt from sales taxes must provide valid documentation to FWI prior to the time of invoice.

MASTER SOFTWARE AND SERVICES AGREEMENT:

By signing below, Four Winds Interactive LLC and Customer accept and agree to the terms of the Master Software and Services Agreement:

http://res.cloudinary.com/hbttiq0il/raw/upload/v1475682994/MSA Domestic Sale Direct to End User Subscription 2016-04-11 oumxap.pdf (the "Agreement") and that such shall be binding and enforceable upon the parties. Terms not defined in this Quote shall have the meaning set forth in the Agreement. No additional or different terms contained in Customer's PO shall be binding on FWi.

FWi Distributor: If the Customer signing this Quote is an FWi Distributor, it is hereby acknowledged that in addition to the terms of this Quote and the Agreement, a valid FWi Distributor Sublicense Agreement or a Four Winds Interactive End User License Agreement signed by the End User Customer are required prior to processing of this order.

Professional Services, if quoted herein, shall be provided pursuant to the Agreement, and if applicable, the SOW and/or Package Description document, attached hereto and incorporated by this reference.



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Protection from Patent Infringement Claims

Users of digital signage throughout the United States have recently become the target of litigation claiming patent infringement by patent holder Activelight Inc. Four Winds Interactive is the only digital signage provider to hold a global license to these patents. The license held by Four Winds extends to the benefit of all of its customers.

Disclaimer

This is an estimate only and is not a quote or offer to provide services. All prices are subject to change without notice. Equipment and Software availability may also change without notice. Professional services hours may vary based upon specific job requirements and complexities as determined by the professional services team. For an official sales quote please contact the sales representative listed above.