



1500 WEST HIGH STREET MT. PLEASANT, MI 48858 TELEPHONE: 888-870-8677 FAX: 989-772-3239

VIDEO INTEGRATION SERVICES MASTER AGREEMENT

APPROVED VENDOR AWARD

CONTRACT NUMBER: 0710MSC-A0036

This Video Integration Services (VIS) Master Agreement ("Agreement") is made by and between Visual Systems Group, Inc. ("VSGi") ("Seller") with principal offices located at 7925 Jones Branch Drive #G200, McLean, VA 22102, and MiCTA Service Corporation ("MSC") with principal offices located at 1500 West High Street, Mt. Pleasant, MI 48858, on behalf of MiCTA, an association made up of non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities herein referred to as MiCTA.; and the American TelEdCommunications Alliance, an organization representing the four regional educational compacts including the Southern Regional Education Board (SREB), Midwestern Higher Education Compact (MHEC), Western Interstate Commission for Higher Education (WICHE), New England Board of Higher Education (NEBHE), and MiCTA herein referred to as the ATAlliance. For purposes of this Master Agreement and all Attachments, MiCTA, the ATAlliance, and their members will herein be referred to jointly as MiCTA / ATAlliance, Member(s), MiCTA /ATAlliance eligible institutions, and/or Member eligible institutions.

WHEREAS, Seller wishes to provide to MiCTA / ATAlliance and its Members products and/or services as identified in the various Member Participation Contracts between Seller and Members.

WHEREAS, MSC desires to promote Seller's products and/or services to MiCTA / ATAlliance Members as an independent authorized agent of Seller pursuant to the terms and conditions set forth herein.

WHEREAS, Seller is awarded an **Approved** status, having minimally met most required core elements set by MiCTA and the ATAlliance, prevailed in the comprehensive RFP process for Video Integration Services, and has been judged by MiCTA and the ATAlliance to be a **good value** for VIS products and services based on price, quality, service, etc. as identified during the RFP #MSC-0008 evaluation process.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1.1. MASTER AGREEMENT:

- 1.1.1. MSC hereby accepts Seller's offer to make available any/all products and services as set forth in Attachment A to all Members subject to the terms and conditions of this Master Agreement, and the specific Member Participation Contract.
- 1.1.2. Seller will offer individual Member Participation Contracts, which are the responsibility of each member institution, and are subject to the institutions and/or their State's purchasing policies and procedures.

1.2. MASTER AGREEMENT TERM:

- 1.2.1. This Master Agreement is generally for three years, and shall specifically commence on October 22, 2004, ("Effective Date") and end on October 21, 2007, ("Expiration Date"), subject to 1.2.2 and 1.2.3.
- 1.2.2. MSC reserves the right to renegotiate the pricing terms of the Master Agreement once during each twelve (12) month period of the Master Agreement.

- 1.2.3. MSC reserves the right to extend the term of this Master Agreement for two (2) additional one-year terms provided the products, services, and pricing continue to meet or exceed MiCTA / ATAlliance standards, and Seller has met and continues to meet all the terms and conditions of this Master Agreement.

1.3. EXCLUSIVE AGREEMENT:

- 1.3.1. Seller agrees that this Master Agreement is for the sole use of all Members in good standing only, and negotiated pricing, terms, warranties, and/or benefits shall not be offered by the Seller to any non-MiCTA / ATAlliance member organization.
- 1.3.2. Seller agrees to obtain the MiCTA Membership Number prior entering into a Member Participation Contract or providing services, products, pricing, terms, warranties, and/or benefits provided under this Master Agreement.
- 1.3.3. Seller agrees to assume contractual and financial responsibilities for their subcontractors' adherence to the terms and conditions of this Master Agreement and Member Participation Contract.
- 1.3.4. Seller agrees that this Master Agreement supersedes all existing contracts for products and/or services with any/all MiCTA / ATAlliance Accounts, provided the Member enters into a new Member Participation Contract with Seller.

1.4. MOST FAVORED CUSTOMER:

Seller hereby agrees to provide all Members with "Most Favored Customer" status throughout the term of this Master Agreement with the exception of Seller's current GSA Schedule 70 contracts in place prior to the execution of this VIS Agreement.

"Most Favored Customer" means if the Seller offers any other similarly situated institution and/or organization more favorable pricing, terms, warranties, and/or benefits than those provided under the MiCTA / ATAlliance program, the Seller will in turn offer the same or better pricing, terms, warranties, and/or benefits to Members for all subsequent purchases. This provision extends to all Seller's products or services, including maintenance/support and lease agreements.

1.5. APPOINTMENT OF AGENT:

MSC is hereby appointed an independent sales agent with the limited authority outlined herein to promote Seller's products and/or services, subject to the terms of this Master Agreement, to MiCTA Eligible and MiCTA / ATAlliance Member non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities as customers.

1.6. ACCEPTANCE OF AGENT APPOINTMENT:

MSC hereby accepts the appointment by Seller as its authorized sales agent to promote Seller's products and/or services, subject to the terms and conditions of this Master Agreement, to MiCTA Eligible and MiCTA / ATAlliance Member non-profit colleges, universities, K-12 school systems, federal, state and local government units, health care providers, libraries and other non-profit entities as customers.

1.7. RELATIONSHIP OF PARTIES:

- 1.7.1. MSC shall have no authority to bind Seller by contract or otherwise or to make representations as to the policies and procedures of Seller other than as specifically authorized by this Master Agreement.
- 1.7.2. Seller and MSC acknowledge and agree that the relationship arising from this Master Agreement does not constitute or create a general agency, joint venture, partnership, employee relationship or franchise between them, and that MSC is an independent contractor with respect to the services or products provided under this Master Agreement.
- 1.7.3. MSC shall identify itself as an authorized representative of Seller only with respect to the products and/or services covered by this Master Agreement, and shall otherwise identify itself as an independent entity.
- 1.7.4. This Master Agreement is not intended to and does not create any third-party beneficiaries to the rights and obligations as set forth herein, nor shall any third-party beneficiaries be inferred by operation or otherwise.

1.8. CONTRACT DOCUMENTS:

The documents which comprise this Master Agreement are this Agreement and any attachments or addenda, the contents of VIS RFP #MSC-0008, the Seller's response to such RFP and any attachments or addenda, and any Clarification / Deficiency Report, Financial Inquiry Request, and/or Best and Final Offer and Seller's response to same including any attachments or addenda referenced herein, which shall become attached hereto and made part of this Master Agreement by this reference.

1.9. RESOLVING CONFLICTING LANGUAGE:

In the event of a conflict of language among any of the contract documents, the conflict shall be resolved by reference to the documents in the following order: first, any contractual clarifications mutually agreed upon in writing subsequent to this Master Agreement, second, this Master Agreement and any attachments or addenda third, the Seller's response to the RFP, evaluation process information requests and any attachments or addenda, and fourth, the VIS RFP #MSC-0008 and any attachment or addenda.

1.10. NATIONAL ACCOUNT REPRESENTATIVE:

Seller agrees to designate a National Account Representative to be responsible for the coordination of order processing, expediting, problem solving, etc. for any/all Member Accounts regardless of their physical location. In addition, the National Account Representative is the responsible contact for tracking and reporting to MSC, on a monthly basis, MiCTA / ATAlliance total gross sales revenue. Additionally, Seller agrees to:

- 1.10.1. Assign a National Account Representative as the primary point of contact for product, service, and pricing information for the MiCTA / ATAlliance program, which must be in place within two (2) weeks of the effective date of this Master Agreement, and a secondary contact with a good working knowledge of the MiCTA / ATAlliance program who will assist the primary point of contact with Member contact.
- 1.10.2. Notify MSC immediately of any pending personnel changes with the assigned National Account Representative, and agrees to fill the position with a skilled and knowledgeable replacement prior to the position becoming vacant whenever possible.
- 1.10.3. Verify Seller's contact information posted to the MiCTA website minimally on a quarterly basis, and update as circumstances require.
- 1.10.4. Replace the National Account Representative, if requested by MiCTA, the ATAlliance, or MSC.

1.11. MARKETING SUPPORT AND SALES AIDS:

Seller hereby agrees to promote and support the MiCTA / ATAlliance program throughout the term of this Master Agreement, which includes, but is not limited to:

- 1.11.1. Announcing the VIS Agreement and Seller's affiliation with MiCTA / ATAlliance in a national publication, and on the Seller's web site home page.
- 1.11.2. Collaborating with MiCTA / ATAlliance on a marketing program for existing Members, as well as a program for non-profit entities not currently MiCTA / ATAlliance Members.
 - 1.11.2.1. MSC, along with MiCTA and the ATAlliance, shall promote the Seller's services and/or products according to the mutually agreed upon marketing plan.
- 1.11.3. Scheduling mandatory training sessions for all authorized sales representatives in the MiCTA / ATAlliance program with session to include:
 - 1.11.3.1. Invite MSC representatives to participate in Seller's sales representative training for the MiCTA / ATAlliance program.
 - 1.11.3.2. Require all authorized sales representatives to support and market the MiCTA / ATAlliance program to all qualified Members.
- 1.11.4. Maintaining a single point of contact for all MiCTA / ATAlliance Member Accounts at all times.
 - 1.11.4.1. Provide MSC with sales activity reports for all sales representatives on a monthly basis.
- 1.11.5. Supplying an initial sales kit that includes a program description, sales literature, sales aids, and other materials and forms to be used by MiCTA / ATAlliance in its activities as provided by this Agreement.
- 1.11.6. Providing promotional / marketing materials related to the Seller's products and/or services to MSC to promote the VIS program throughout the term of the Master Agreement.

- 1.11.7. Participating in industry related conferences, seminars, policy forums, etc. supported by MiCTA and the ATAlliance, which minimally includes supplying marketing literature / materials, in-booth representative, shared booth display, etc.
- 1.11.8. Providing program access on Seller's website for all qualified Members, which minimally includes:
 - 1.11.8.1. MiCTA / ATAlliance program icon on the Seller's home page for easy Member only access to the program, pricing, etc.
 - 1.11.8.2. "Hot Link" to connect MiCTA's web page to Seller's MiCTA / ATAlliance program page with a "link back" to the MiCTA web site.
 - 1.11.8.3. Creation of a dedicated password protected Extranet for MiCTA / ATAlliance Members that will be easily accessible from Seller's website home page.
 - 1.11.8.4. Primary and secondary contacts assigned as the initial point of contact for products, service, and pricing information for the MiCTA / ATAlliance program, and provide immediate notification whenever these contacts change.
 - 1.11.8.5. Price changes made available on-line for Members only, or timely submission of price changes in an electronic format for immediate posting in a password protected location on the MiCTA / ATAlliance program page.
 - 1.11.8.6. Information posted to Seller's MiCTA / ATAlliance web page to be updated immediately as changes becomes effective or information becomes obsolete.
 - 1.11.8.7. "Members Only" on-line ordering and tracking access on Seller's e-commerce site as soon as Seller offers eCommerce functionality.

1.12. LOGO AND NAME:

MiCTA and the ATAlliance Marks and Service Marks are protected and are registered. Seller is authorized to utilize such Marks, Service Marks, Logos, etc. on corporate mailings, web pages, promotions, etc. only in connection with the products and/or services covered by this Agreement. Furthermore, Seller must have such materials reviewed and receive written approval by MSC prior to their release.

1.13. MiCTA / ATAlliance CONFERENCE SUPPORT:

Seller agrees to commit time and funding to support at least one MiCTA / ATAlliance sponsored conference or seminar annually. Such support may be in the form of providing or sponsoring one of the following events: conference lecturer, training session, booth display, social gathering/event, opening or closing banquet, and/or door or event prizes.

1.14. ASSOCIATE STATUS:

Seller and any Subcontractors, identified in Seller's response, agree to become a "MiCTA Associate", and keep such status in good standing by supporting the MiCTA / ATAlliance mission and goals, becoming an active participant of the Vendor Liaison Committee, and paying annual Associate dues for the full term of this Agreement.

1.15. FORCE MAJEURE:

Neither Party hereto shall be deemed to be in default of any provision of this Agreement for any failure in performance resulting from acts or events beyond the reasonable control of such Party. For purposes of this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, floods, other catastrophes, or other events beyond the Parties' reasonable control; provided however, that the provisions of this Section shall not preclude either Party from canceling or terminating this Agreement, or any order for any product or service included herein, as otherwise permitted hereunder, regardless of any Force Majeure. Notwithstanding the foregoing, the following events shall not constitute Force Majeure:

- 1.15.1. Real or claimed shortages of hardware or peripherals, non-availability of hardware, peripherals, software, materials, or labor, other than by strike or acts of God, and any other requirement to complete the performance of this Agreement.
- 1.15.2. Lightning strikes that affect the system components due to the failure of the Seller-supplied protection devices.

The provisions of this Section will remain in full force and effect during the Warranty Period and shall be a term of any subsequent maintenance agreement entered into by a Member and the Seller.

1.16. LIVING DOCUMENT:

Seller agrees to treat this Agreement as a living document to allow for industry and technology advances, and agrees to add products and services to Attachment A of this Agreement as they are released into the marketplace. Furthermore, MSC and Seller will negotiate pricing for any/all new products and/or services prior to adding them to the VIS Agreement.

1.17. PRODUCT TESTING:

Seller will make best efforts to provide hardware and software, at no charge, whenever requested by MSC on behalf of MiCTA / ATAlliance Member(s) for demonstration, testing, and evaluation of capabilities, functionality and interoperability with other components. Unavailability of demonstration equipment from the manufacturer could hinder this effort.

- 1.17.1. Seller will make every effort to secure the support of their supplying manufacturers to provide the product evaluation period as negotiated by the either the Seller and Member or Seller and MSC.
 - 1.17.1.1. Seller agrees to facilitate on behalf of MiCTA and the ATAlliance other manufacturer-supported evaluation alternatives as requested by MSC.
- 1.17.2. Seller agrees to provide technical support for all products and/or services authorized for testing.
- 1.17.3. Seller agrees to forward all Member requests for test equipment to MSC for coordination of the testing process.
- 1.17.4. Seller reserves the right to request a Member to submit a valid Purchase Order for the value of the test equipment as a written guarantee to either return merchandise or purchase within the assigned test period.

1.18. MEMBER PRICING AND PRICE ADJUSTMENTS:

- 1.18.1. Seller hereby offers the pricing, in Seller's response to RFP #MSC-0008, to all Member Accounts.
- 1.18.2. Seller guarantees this pricing is the lowest (net) pricing offered any other similarly situated customer.
- 1.18.3. Seller agrees to maintain the same or better discount structures as stated in the RFP response documents whenever a manufacturer increases list prices and does not "grandfather" existing contracts with the exception of Seller's current GSA Schedule 70 contracts in place prior to the execution of this VIS Agreement.

1.19. PRICE DECREASE (S):

- 1.19.1. Seller agrees to announce price decreases, from Seller, Seller's supplier or manufacturer, for all products or services upon occurrence, and automatically pass the decrease on to Members immediately upon the effective date of the price decrease.
- 1.19.2. Seller agrees to mail, fax or E-Mail the complete revised price list to MSC within ten (10) working days of the announcement of the price change(s).
- 1.19.3. Seller agrees to post changes to Seller's MiCTA / ATAlliance web page location on or before the effective date of the decrease.
- 1.19.4. Seller will notify Members with current orders in process of all price changes, and request a purchase order addendum or verbal/written approval be submitted to accept all changes.
- 1.19.5. Members reserve the right to receive a refund check from Seller, whenever Seller or its subcontractors' invoice has been issued and paid at an incorrect rate.
- 1.19.6. Failure to pass along price decreases shall be considered a material breach of this Agreement, may be cause to cancel the agreement in its entirety, and to pursue legal action.

1.20. MEMBER(S) EXISTING CONTRACT:

Members, who have existing Video Integration Services contracts with Seller, will be eligible to receive the Seller's MiCTA / ATAlliance program pricing upon entering into a new Member Participation Contract, which will supersede any current contract a Member holds with the Seller and/or its subcontractors.

1.21. CODES, PERMITS, FEES, LICENSES:

Seller shall:

- 1.21.1. Be responsible for any/all permits required for this work.
- 1.21.2. Arrange for all necessary inspections.
- 1.21.3. Adhere to all state, federal, and industry codes.
- 1.21.4. Adhere to the ADA Compliance of Telecommunications Equipment and Services as released by the Federal Communications Commission, September 9, 1999, which became effective March 1, 2000.
- 1.21.5. Seller will be responsible for those fees for codes, permits, and licenses related to the products and services identified under this Agreement.

1.22. ORDINANCES AND REGULATIONS:

Seller shall comply with all the applicable statutes, ordinances, and regulations of federal, state, and local governments. Seller shall pay all taxes, with the exception of sales taxes, insurance, and license fees pertaining to the business herein described.

1.23. GOVERNING LAW:

The laws of the State of Michigan shall govern this Agreement, including all matters relating to the validity, construction, performance and enforcement thereof. Any Member Participation Contract, entered into by Seller and individual Members, will be governed by and construed in accordance with the laws of the state mutually agreed upon by the Member and the Seller.

1.24. SELLER EMPLOYEES/AFFILIATE(S)/ASSOCIATE(S):

Seller shall enforce good order among their employees as well as that of any/all subcontractors, Associate(s) and/or Affiliate(s), and shall not employ on this project any disorderly, intemperate, unfit person or anyone not skilled in the industry. MSC reserves the right to require the replacement of any Seller personnel due to unsatisfactory conduct or performance.

1.25. REMEDIES UPON NON-COMPLIANCE:

In any case where Seller has failed to provide the contracted products or services and has been notified of its non-compliance in writing. Seller shall have ten business (10) business days to remedy any non-compliance.

If Seller does not become fully compliant within ten (10) business days and non-compliance is due to reasons other than manufacturer stock-out or issues clearly identified to be the fault of the Member, Members will have the right to procure the products and/or services that are non-compliant from another source. If the Member purchases products and/or services from another source at an increased cost, under these terms, Seller will be responsible for the cost difference not to exceed the manufacturer's published list price of the product or services. Under no circumstances will the Seller be responsible for cost differences related to recurring services including but not limited to conferencing services and service contracts.

1.26. NO WAIVER:

No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. The failure of either party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.

1.27. INDEMNIFICATION:

Seller shall warrant that it has full power and authority to grant the rights herein granted, and will indemnify and hold harmless all Members, MiCTA Service Corporation, their agents or employees, President, Officers, and Governing Board members against all suits, claims, damages, losses, costs, and expenses of any kind or nature, including reasonable attorney fees, arising out of any breach of this Agreement by Seller.

MSC shall warrant that it has full power and authority to grant the rights herein granted, and will indemnify and hold harmless Seller and its Officers, agents or employees of Seller against all suits, claims, damages, losses, costs, and expenses of any kind or nature, including reasonable attorney fees, arising out of any breach of this Agreement by MSC.

1.28. SEVERABILITY:

No provision of this Agreement which may be deemed illegal, invalid or unenforceable will in any way invalidate any other provisions of this Agreement, all of which will remain in full force and effect.

1.29. BINDING EFFECT AND ASSIGNMENT:

This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns; provided, however, that neither party may assign or otherwise transfer this Agreement, in part or in whole, or any of its interest herein without the prior written consent thereto by the other.

In the case of an approved assignment, MSC requires the Assignment Agreement to contain a provision that states further assignments shall not be made to any third-party without additional written consent by MSC.

1.30. CANCELLATION/TERMINATION:

1.30.1. MSC shall have the absolute and discretionary right to terminate and cancel this Agreement upon giving the Seller sixty (60) days written notice of Seller's or their subcontractors' failure to perform satisfactorily under the terms and conditions of this Agreement.

1.30.2. Either party may terminate this Agreement with cause for breach of any provision of this Agreement provided written notice of breach has been given and such breach has not been cured within sixty (60) days after delivery of such notice.

1.30.3. Members shall be responsible for all sums due and owed the Seller for products or services provided under the Member's individual Participation Contract.

1.31. SURVIVORSHIP OF PROVISIONS:

All Seller's products purchased, and Seller's services performed pursuant to this Agreement shall be bound by all of the Terms and Conditions set forth herein notwithstanding the expiration of the term of this Agreement. The following sections shall remain operative for so long as the products and services remain in use:

1.31.1. Indemnity Clause, as defined in this Agreement

1.31.2. Warranty, as defined in this Agreement

1.31.3. Assignment, as defined in this Agreement

1.31.4. Governing Law, as defined in this Agreement

1.32. SURVIVORSHIP OF INDIVIDUAL MEMBER TERMS AND CONDITIONS:

In the event Members enter into an individual participation contract, whose term extends beyond the termination or expiration date of this Master Agreement, Members, at their own option, may either:

1.32.1. Continue receiving services or products under the terms and conditions described herein until the expiration date of the Member's individual participation contract.

1.32.2. Continue receiving services or products at other terms and conditions agreed to in writing by both Seller and the Member.

1.32.3. Cease receiving services or products from the Seller, without incurring penalty, effective on the date of termination by MSC.

1.33. NOTICES:

Notices to be given pursuant to this Agreement will be in writing, and will be deemed to have been duly and properly given on the earlier of:

1.33.1. Date such notice has been received; or

1.33.2. Five (5) days after deposit of such notice in the United States Mail, postage prepaid, to be delivered by certified mail, return receipt requested, addressed to MSC and the Seller at the addresses provided below:

1.33.2.1. Notices to Seller shall be addressed as follows:

Brad Layman, Vice President of Sales
Visual Systems Group, Inc.
7925 Jones Branch Drive #G200
McLean, VA 22102
Telephone: (703) 848-8218
Fax: (703) 848-8211

or at such address as Seller may designate, in writing, from time to time.

1.33.2.2. Notices to MSC shall be addressed as follows:

Kim Ellertson, President/CEO
MiCTA Service Corporation
1500 W High Street
Mt. Pleasant, MI 48858
Telephone: (989) 772-2623
Fax: (989) 772-3239

or at such address as MSC may designate, in writing, from time to time.

1.34. HEADINGS:

The section number and/or captions appearing in this Agreement are inserted only as a matter of convenience and are in no way intended to define, limit, construe or describe the scope or intent of such sections of this Agreement, or in any way affect this Agreement.

1.35. IMPLEMENTATION DATES:

Approved status will become effective upon execution of this Agreement by all parties. Seller's Contract price list(s) for products/services will be released to Members no later than one (1) week after contract execution.

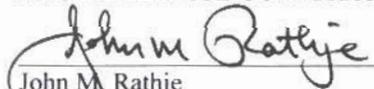
1.36. ENTIRE AGREEMENT:

This Agreement supersedes and replaces all prior and contemporaneous agreements, understandings and representations, whether oral or written, between the parties and relating to the subject matter hereof, and the applicable tariffs, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. This Agreement may not be modified, changed, altered, or amended except by an express written agreement signed by duly authorized representatives of the parties hereto.

1.37. CONTRACT EXECUTION:

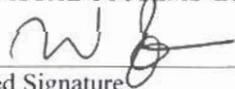
In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

FOR: MICTA SERVICE CORPORATION



John M. Rathje
President / C.E.O.
Date: 10-28-04

FOR: VISUAL SYSTEMS GROUP, INC.



Authorized Signature
DONALD K. JONES

Authorized Agent (Print or Type)
Title: CEO
Date: 10/21/04



VIDEO INTEGRATION MSC MASTER AGREEMENT

1.38. ATTACHMENT A – SELLER’S MiCTA / ATAlliance PROGRAM OFFERING:

Seller agrees to provide the services, products, and/or resources listed below to Members at the pricing specified in their RFP response and any Best and Final Offer (BAFO) submission. Seller Programs result from the MiCTA / ATAlliance Video Integration Services (VIS), RFP #MSC-0008, and the MiCTA / ATAlliance Award Status of Approved.

1.38.1. Video Integration Services:

Seller agrees to provide:

- 1.38.1.1. Needs Assessment – Seller will provide site survey and pre-engineering services within Seller's operational footprint.
- 1.38.1.2. Facility / Physical Plant Audit – Seller will partner with a subcontractor to oversee construction or remodeling of Member's room.
- 1.38.1.3. Design Services – Seller individual room services as well as fully integrated room services with size, scope and deliverables determining the level of the project.
- 1.38.1.4. Programming Services, Seller currently provides three programmers, all certified in AMX and Crestron, and they work remotely, costs are on per project basis.
- 1.38.1.5. Set-Up / Installation Services, Seller will provide a technician on-site for installation, and initiate warranties and maintenance agreements after installation is complete. Installation programs include:
 - 1.38.1.5.1. Premium Installation – Full Services.
 - 1.38.1.5.2. Basic Installation – Excludes Training and Customizations.
 - 1.38.1.5.3. Remote Installation – Member schedules time with Help Desk personnel for assistance with installation.
- 1.38.1.6. Conversion / Migration Services, Seller provides services defined as changing / upgrading of existing conference room to add to upgrade functionality, which is a billable Member cost.
- 1.38.1.7. Transmission Network Services, Seller offers ISDN, BRI, PRI and IP Network Services through third-party providers including local exchange carriers, MCI and Masergy.
 - 1.38.1.7.1. Seller handles first call and service issues related to network problems, but does not provide technical expertise for Member LAN/WAN, on or off-premise equipment, or network issues.
- 1.38.1.8. System Testing, Seller addresses via a Customer Acceptance Checklist, checking equipment functionality and performance, conducts Member certification and orientation, etc. Once system is certified and accepted, Member is not to alter system without verifying changes with Seller in advance. Some system changes may void warranty.
- 1.38.1.9. System Performance Acceptance, Seller tests systems within the manufacturer's defined performance specifications, and the system performance acceptance is as defined in the above System Testing section with the time period to be negotiated by the Seller and Member.

- 1.38.1.10. Technical Support Services, Seller services include, but are not limited to:
 - 1.38.1.10.1. Installation and Integration Services.
 - 1.38.1.10.2. On-Site Maintenance – Nationwide on-site technical support during normal business hours.
 - 1.38.1.10.3. Help Desk – See description below.
 - 1.38.1.10.4. Inventory / Spare Parts – for replacement of defective equipment, and Seller will provide loaner systems if advance replacement units are not scheduled to arrive in sufficient time to satisfy the Factory Warranty commitment.
 - 1.38.1.10.5. Project Management – Premium Installation services provide necessary project management functions, brief technical overview, and user training over video to ensure a smooth implementation and any disruption to daily Member operations.
- 1.38.1.11. System Security, Seller maintains a database with all information required to reprogram any failed units Seller has installed. Site survey to determine the severity of damage and develop a list of requirements to bring the system back to original specifications is required.
- 1.38.1.12. Service Level Agreements (SLA), Seller provides a standard SLA, and has the ability to customize specific service expectations on a site-by-site level.
 - 1.38.1.12.1. Member and Seller will negotiate standard penalty compensation terms for unsatisfactory product or services performance, which will become part of the written SLA agreement.
- 1.38.1.13. Help Desk Support – Technical Users, Seller provides a comprehensive 24-hour Help Desk facility with factory-certified personnel, and includes remote diagnostics.
 - 1.38.1.13.1. Hours are 8AM to 9PM, EST, and are available via a toll-free number.
 - 1.38.1.13.2. Closed on major holidays, however, Emergency Service is available at an additional charge.
 - 1.38.1.13.3. Seller is not currently set-up to address Assistive Technologies.
- 1.38.1.14. Help Desk Support – Non-Technical End-Users, Same as Technical Users above.
- 1.38.1.15. Extended Warranty / Maintenance Services, Seller offers three levels of after the sale or extended warranty and maintenance support, which includes:
 - 1.38.1.15.1. Advance Replacement – includes Help Desk support, next day parts, RMA support, and software upgrades.
 - 1.38.1.15.2. 5-Star Maintenance – includes next-day on-site service, Help Desk support, next day parts, RMA support, and software upgrades.
 - 1.38.1.15.3. 5-Star Platinum Maintenance – includes live system monitoring and issue notification, next-day on-site service, Help Desk support, next day parts, RMA support, and software upgrades.

Seller will tailor a support plan to meet Member’s specific requirements when the above plans do not address their needs fully.
- 1.38.1.16. Training Services, Seller typically conducts training “over video”, and billable at various rates based on Member premise or manufacturer’s facility.
 - 1.38.1.16.1. Trainers are certified to provide training for all products and services being offered.
 - 1.38.1.16.2. Seller may engage a subcontractor to provide training with Seller on larger integrated projects where programming or major video switching is included.

- 1.38.1.17. Consulting and Professional Services – Seller access to the Account Manager at any time to discuss technology and obtain recommendations regarding specific Member requirements.
- 1.38.1.18. Optional Value Added Services, Seller provides the following products and services that enhance Seller’s overall operational support of its Client base:
 - 1.38.1.18.1. Managed Network Services
 - 1.38.1.18.2. Equipment Rental and Leasing Programs
 - 1.38.1.18.3. Video Bridging Services
 - 1.38.1.18.4. Event Managed Services
 - 1.38.1.18.5. On-Premise Managed Support Services
 - 1.38.1.18.6. Co-Location

1.38.2. Video Equipment, Software, Supplies, Etc.

Seller agrees to provide all components required to design, install and integrate the following video rooms:

- 1.38.2.1. Distance Learning Rooms
- 1.38.2.2. Mediated Video Rooms
- 1.38.2.3. Telemedicine Rooms
- 1.38.2.4. Video Conferencing
- 1.38.2.5. Audio and Web Conferencing
- 1.38.2.6. Desktop Video Systems
- 1.38.2.7. Audio Visual Solutions
- 1.38.2.8. Private Network Gateways and Gatekeepers
- 1.38.2.9. Control System Upgrades
- 1.38.2.10. WI-FI Products and Services – solutions with all H.323 enabled videoconferencing systems.
- 1.38.2.11. Tabletop Video Conferencing Systems
- 1.38.2.12. Stand-Alone Equipment Purchases

Components, product channels, product distribution, and return materials policy are as defined in Seller’s response to RFP Section 8 – Video Equipment Offering and the Clarification Report.

1.38.3. Value Added Product / Service Offerings:

- 1.38.3.1. Product / Service Interoperability Certification – Seller tests and evaluates all components for consistency and interoperability based on the performance criteria and standards set forth by the manufacturer.
- 1.38.3.2. Enhanced System Integration, Seller has a list of additional components that are desirable for enhancing video instruction and conferencing functions including wireless video conferencing.
- 1.38.3.3. Environmental Space Design, Seller develops based on space with the most instructor viewing potential, audio components secured appropriately, cables hidden, devices placed on permanent fixtures, includes optional device lists, etc..
- 1.38.3.4. Video Streaming Options – Seller is certified reseller of Starbak and Conferserv video streaming solutions.
- 1.38.3.5. Project Management, Seller, via management over IP, can manage, monitor, maintain, and troubleshoot network and equipment issues. Solution is based on customer needs, existing third-party software and integration requirements.

- 1.38.3.6. Audio and Web Conferencing – Seller is certified reseller of Polycom’s Voice and Web Conferencing Technologies, and Seller’s branded conferencing services including, but not limited to, audio conferencing, web conferencing, video streaming, and conference bridging.

Products and services are as defined in Seller’s response to RFP Section 7 – Integrator Qualifications and the Clarification Report.

1.39. MANUFACTURER PRODUCT LINES OFFERED:

- 1.39.1. Adtran
- 1.39.2. Atlinex
- 1.39.3. Audio Technica
- 1.39.4. AVS
- 1.39.5. Avteq
- 1.39.6. Black Box
- 1.39.7. Canoga Perkins
- 1.39.8. Canon
- 1.39.9. C-CUBED
- 1.39.10. Chief
- 1.39.11. Cisco
- 1.39.12. ClearOne
- 1.39.13. Comlink
- 1.39.14. COMSEC
- 1.39.15. ConferServ
- 1.39.16. Crestron Control Systems
- 1.39.17. Crown
- 1.39.18. CTG
- 1.39.19. Da-Lite
- 1.39.20. Electrograph
- 1.39.21. Elmo
- 1.39.22. Extron
- 1.39.23. Focus Enhancements
- 1.39.24. Hitachi
- 1.39.25. ImageShare
- 1.39.26. JBL
- 1.39.27. JVC
- 1.39.28. Liberty
- 1.39.29. Mid-Atlantic Racks
- 1.39.30. Mitsubishi
- 1.39.31. NEC
- 1.39.32. Neutrik
- 1.39.33. Packeteer
- 1.39.34. Pioneer
- 1.39.35. Polycom
- 1.39.36. Premier Mounts
- 1.39.37. RADVision
- 1.39.38. Regus

- 1.39.39. RGB Spectrum
- 1.39.40. Samsung
- 1.39.41. Sanyo
- 1.39.42. Shure
- 1.39.43. Smart Technologies
- 1.39.44. Sony
- 1.39.45. Starbak
- 1.39.46. S-video
- 1.39.47. Tandberg
- 1.39.48. TOA
- 1.39.49. Vaddio CoverView
- 1.39.50. VBrick
- 1.39.51. Waterford Systems
- 1.39.52. WebEx Webconferencing
- 1.39.53. Zenith
- 1.39.54. Zyxel
- 1.39.55. Any / all other manufacturers and/or product lines Seller currently has or will add to their overall product line during the term of the VIS Agreement.

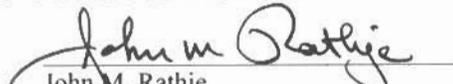
1.40. GEOGRAPHICAL COVERAGE:

Seller agrees to provide products and services directly to Members located in all fifty (50) states and the District of Columbia. Seller will service MiCTA accounts with sales teams currently located in California, Florida, Georgia, New Jersey, New York, Oregon, Pennsylvania, Virginia and Washington. Seller expands their coverage area by contracting with subcontractors with offices located in California, Hawaii, Illinois, Maryland, New York and Virginia. Seller agrees to provide products and services to any other expanded services areas adopted by the Seller and/or their contracted subcontractors during the term of this Agreement.

1.41. ATTACHMENT A EXECUTION:

In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Attachment A, and have caused their duly authorized representatives to execute this Attachment.

FOR: MICTA SERVICE CORPORATION


 John M. Rathje
 President / C.E.O.
 Date: 10-28-04

FOR: VISUAL SYSTEMS GROUP, INC.


 Authorized Signature
DONALD K. JONES
 Authorized Agent (Print or Type)
 Title: CEO
 Date: 10/21/04



VIDEO INTEGRATION MSC MASTER AGREEMENT

1.42. ATTACHMENT B – SELLER’S PROGRAM PRICING:

Seller agrees to offer all Members the services, products, and resources quoted in the Video Integration Services, RFP #MSC-0008, at the costs outlined in the Seller’s RFP response, Clarification Report, Financial Inquiry Request, and any Best and Final Offer (BAFO) submission. Seller also agrees to immediately update their pricing with MiCTA / ATAlliance as changes become effective. Seller’s Price List and cost calculations are as described below.

1.42.1. Hardware / Software / Component Pricing:

- 1.42.1.1. Seller’s program costs will be computed based on manufacturer’s price list less a percentage based on manufacturer, product line, and/or individual product for all products and services offered.
 - 1.42.1.1.1. Manufacturers’ price list may vary by manufacturer product lines; however, the list less percentage remains the same.
 - 1.42.1.1.2. Manufacturers’ updates to price lists vary from monthly, quarterly to bi-annually, and Seller agrees to provide pertinent information regarding these updates to MSC as they become available.
 - 1.42.1.1.3. Current Seller list less structure will remain the same unless the Seller initiates a more favorable pricing structure for the MiCTA / ATAlliance program.
 - 1.42.1.1.4. There are no variances to product prices if services are or are not included with the order.
 - 1.42.1.1.5. New products added to this Agreement will be priced consistent with the current product category that it corresponds with per manufacturer and product listed on the current Price Lists.

1.42.2. Seller Service Pricing:

- 1.42.2.1. Project Director - \$75 / Hour from 8AM to 6PM, billed actual time expended, full-hour increments, and from worksite arrival to departure.
 - 1.42.2.1.1. Travel Time Rate - \$30 / Hour, billed at actual travel time with total billable hours and cost to be negotiated by the Seller and Member, and submitted in writing as part of the purchase agreement.
 - 1.42.2.1.2. Overtime Hourly Rate- \$112.50 / Hour from 6PM to 8AM, billed actual time expended, full-hour increments, and from worksite arrival to departure.
 - 1.42.2.1.3. Weekends and Holidays - \$112.5 / Hour, 8AM to 8PM, billed actual time expended, full- hour increments, and from worksite arrival to departure.
- 1.42.2.2. On-Site Project Manager – Rates listed above for Project Director also apply to On-Site Project Manager.
- 1.42.2.3. On-Site Project Technician - \$90 / Hour from 8AM to 6PM, billed actual time expended, full-hour increments, and from worksite arrival to departure.
 - 1.42.2.3.1. Travel Time Rate - \$30 / Hour, billed at actual travel time with total billable hours and cost to be negotiated by the Seller and Member, and submitted in writing as part of the purchase agreement.

- 1.42.2.3.2. Overtime Hourly Rate- \$135 / Hour from 6PM to 8AM, billed actual time expended, quarter hour increments, and from portal-to-portal.
- 1.42.2.3.3. Weekends and Holidays - \$135 / Hour, 8AM to 8PM, billed actual time expended, full-hour increments, and from worksite arrival to departure.
- 1.42.2.4. Miscellaneous Services – Seller applies the same rates identified for the On-Site Project Technician to Other or Miscellaneous.
- 1.42.3. **Travel and Per Diem Expenses:**
 - 1.42.3.1. Airfare – Coach Class at actual ticket cost.
 - 1.42.3.2. Rental Car – Economy Class at actual rental car rate.
 - 1.42.3.2.1. Company car mileage will be billed at the current Internal Revenue Service (IRS) allowable rate per mile.
 - 1.42.3.3. Accommodations – Average Not To Exceed Rate of \$120 / Night.
 - 1.42.3.3.1. High cost cities will be as defined by the Internal Revenue Service (IRS) Publication 1542, Per Diem Rates, most recent revision.
 - 1.42.3.4. Meals and Tips:
 - 1.42.3.4.1. Breakfast - \$10 / Day – In-transit between 6AM and 9AM.
 - 1.42.3.4.2. Lunch - \$10 / Day – In-transit between 11AM and 2PM.
 - 1.42.3.4.3. Dinner - \$15 / Day – In-transit between 5PM and 8PM.
 - 1.42.3.5. High Cost Cities – Seller does not add an additional fee for accommodations or meal allowance for high cost cities.

Seller includes all labor, travel, and per diem in the flat fees assessed for installation and maintenance programs. Integrator hourly rates will apply when Member does not purchase the installation and/or maintenance programs.
- 1.42.4. **Volume Discount Offer:**
 - 1.42.4.1. Seller agrees to offer additional discounts based on individual Member purchase volumes, which applies to hardware and software only, for purchases meet the threshold of actual fulfilled orders over a one-year period. Additional discounts are as follows:
 - 1.42.4.2. Member orders over \$500,000 at an additional 1% discount.
 - 1.42.4.3. Member orders over \$1,000,000 at an additional 2% discount.
 - 1.42.4.4. Member orders over \$1,500,000 at an additional 3% discount.
- 1.42.5. **Trade-In / Upgrade Options:**
 - 1.42.5.1. Seller recognizes and adheres to any manufacturer's trade-in / upgrade programs they represent and promote, and will support all manufacturers provided product and pricing incentives.
- 1.42.6. **Other Billable Costs:**
 - 1.42.6.1. Minimum Order Charge – Seller does not require a minimum order value or quantity.
 - 1.42.6.2. Late Payment Fee – Seller charges a 1.5% Late Fee per month for all account balances past due.
 - 1.42.6.3. Return Materials Authorization Fee – Seller requires written approval for all products returned for any reason other than defective or malfunctioning products. Returns are subject to the manufacturer's authorization, published Restock Charge, and actual shipping costs.
 - 1.42.6.3.1. Seller assumes responsibility for unsolicited or damaged shipments, which will require an RMA issued to schedule pickup and return.

- 1.42.6.4. Restock Fee – Products returned for damage, malfunctions, incorrect product, or incorrect specifications will not incur a restock fee or be assessed freight and insurance costs.
 - 1.42.6.4.1. Seller will assess the manufacturer’s published restock fee plus actual freight charges associated with the return of products for reasons other than those listed above.
 - 1.42.6.4.2. Seller requires written approval prior to returning products that do not meet the above stated criteria.
 - 1.42.6.4.3. Seller agrees to assume responsibility for any unsolicited or damaged shipments, and Member will not incur any costs or fees associated with their return.
- 1.42.7. **Service Costs:**
 - 1.42.7.1. Needs Assessment, site survey and pre-engineering provided at no charge to Members.
 - 1.42.7.1.1. Engineer dispatched outside the Sellers’ operational footprint where Member has not committed to engage Seller on resulting project, a site survey charge including travel and per diem may be assessed.
 - 1.42.7.2. Facility / Physical Plant Audit, Partners with subcontractor to oversee construction or remodeling, a billable cost of \$90 / Hour to the Member with time based on size and location of the project.
 - 1.42.7.3. Design Services – Seller offers the following:
 - 1.42.7.3.1. Services for a given room / project separately, which is billed at \$90 / Hour according to size and scope of the project with deliverables negotiable at the time of scope definition.
 - 1.42.7.3.2. Fully integrated room projects billings are based on the size of the project and design documentation deliverables required by the project. Basic Design Services required to determine an appropriate equipment list is not billable. As-built drawings, cable run documentation, etc., hours and pricing for these requirements are included with the equipment proposal.
 - 1.42.7.4. On-Site Programming Services – (Member Location) – Seller offers the same rates as defined in Remote Programming below.
 - 1.42.7.5. Remote Programming Services – (Seller’s Site) - \$100 / Hr from 8AM to 6PM, billed actual time expended, full-hour increments, and from worksite arrival to departure.
 - 1.42.7.5.1. Travel Time - \$30 / Hour, billed in actual travel time with total billable hours and cost to be negotiated by the Seller and Member, and submitted in writing as part of the purchase agreement.
 - 1.42.7.5.2. Overtime Hourly Rate - \$150 / Hour from 6PM to 8AM, billed actual time expended, full-hour increments, and from worksite arrival to departure.
 - 1.42.7.5.3. Weekends and Holidays - \$150 / Hour from 8AM to 8PM, billed actual time expended, full-hour increments, and from worksite arrival to departure.
 - 1.42.7.5.4. Per Diem – Same rates apply as stated in above Agreement Section 1.42.3 – Travel and Per Diem Expenses.
 - 1.42.7.6. Set-Up / Installation Services – Charges vary based on major equipment and other peripherals included in the Member’s requirement. Seller provided itemized list of individual services with all related billable cost or flat fees for on-site and remote services – see response to Section 13 – Page 14 of Seller’s Cost Proposal.
 - 1.42.7.7. Conversion / Migration Services – Not included as part of Member purchase, and is billable at Seller’s standard installation rates.
 - 1.42.7.8. Network Interface Options – Seller provided list of network interface options in the itemized price list.

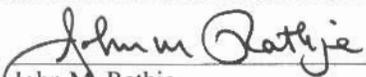
- 1.42.7.9. System Testing – included with Integration System fee.
- 1.42.7.10. System Performance – included with Integration System fee.
- 1.42.7.11. Technical Support Services – Service rates as defined in Seller’s response to RFP Section 13 beginning on page 14 of Seller’s Cost Proposal.
- 1.42.7.12. Service Level Agreements (SLA) – See Technical Support Services above.
- 1.42.7.13. Help Desk Services – See Seller’s service rates in response to RFP Section 13 beginning on page 14 of Seller’s Cost Proposal.
- 1.42.7.14. Extended Warranty – Seller rates as defined in response to RFP Section 13 beginning on page 14 of Seller’s Cost Proposal.
- 1.42.7.15. Training Services – See Seller’s response to RFP Section 13 beginning on page 14 of Seller’s Cost Proposal.
 - 1.42.7.15.1. Documentation / Manuals – Seller will provide up to eight (8) copies of documentation and manuals, delivered during the training sessions, at no additional charge. Additional quantities beyond these are provided as a billable cost.
- 1.42.7.16. Project Management – See Seller’s response to RFP Section 13 beginning on page 14 of Seller’s Cost Proposal.

All service rates and fees are as defined in Seller’s response to RFP Sections 7 – Integrator Qualifications, Section 8 – Video Equipment Offering, Section 13 – Program Cost Elements, and all related Clarification Report inquiry responses.

1.43. ATTACHMENT B EXECUTION:

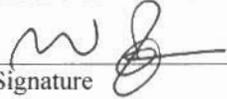
In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Attachment B, and have caused their duly authorized representatives to execute this Attachment.

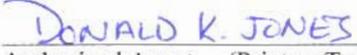
FOR: MICTA SERVICE CORPORATION



 John M. Rathje
 President / C.E.O.
 Date: 10-28-04

FOR: VISUAL SYSTEMS GROUP, INC.



 Authorized Signature


 Authorized Agent (Print or Type)
 Title: CEO
 Date: 10/21/04



VIDEO INTEGRATION MSC MASTER AGREEMENT

1.44. ATTACHMENT C – MEMBER PARTICIPATION CONTRACT TEMPLATE:

Members, purchasing products and services from this VIS Agreement, reserve the right to exercise the option to enter into an individual Member Participation Contract. The Participation Contract is the legal binding written contract between Seller and Member to provide products, services, and/or support at the prices offered and awarded under RFP #MSC-0008. The Contract will further define additional purchasing terms and conditions required by a Member's organization. For purposes of this Participation Contract, MiCTA, the ATAlliance, and/or their members will herein be referred to jointly as Member(s). Terms and conditions may include any/all those listed below and any other specific institutional / organizational requirements as negotiated directly between the Member and Seller.

1.44.1. Subcontractors:

Seller agrees to assume ultimate responsibility in all aspects for the performance of all subcontractors utilized to provide products and/or services to MiCTA / ATAlliance Members under the VIS Master Agreement. Seller agrees that all subcontractors utilized are authorized by each manufacturer to sell all products and services they offer, and to offer written proof of same upon Member request. Seller takes the overall responsibility and acts as the single point of contact for services including, but not limited to, the following:

- 1.44.1.1. Addressing all integration services issues, and providing Members favorable resolution to any reported problems.
- 1.44.1.2. Processing and tracking all Member purchase orders.
- 1.44.1.3. Responding to any/all issues related to delivery, installation, warranty, support, etc.
- 1.44.1.4. Acting as the primary liaison between subcontractor and manufacturer on behalf of the Member.

1.44.2. Appropriated Funding:

Members purchasing through the VIS Master Agreement awarded under RFP #MSC-0008 may be subject to yearly appropriated funding. Therefore, Member reserves the right to cancel multi-term Member Participation Contracts whenever funds 1) failed appropriation or 2) otherwise made unavailable to support continuation or performance in any fiscal year succeeding the first. Member recognizes that this does not affect either the Member's rights or the Seller's rights under any termination clause in the Master Agreement.

1.44.3. Performance Bond:

Seller agrees, upon Member request, to provide a performance (surety) bond upon execution of a Member Participation Contract pursuant to the VIS Master Agreement. The performance bond will insure successful performance under the terms and conditions of the Master Agreement negotiated between the Seller and MSC, and the terms and conditions set forth in the Member's Participation Contract. The bond amount and due date will be as negotiated and agreed upon by both the Seller and Member prior to entering into the final Participation Contract. Additionally, the Seller agrees to provide the performance bond in a form and substance acceptable to the Member. The performance bond shall be subject to forfeiture for failure to perform successfully the obligations defined under these contracts. Additionally, Seller's failure to provide a required Performance Bond may result in the Member terminating the purchase agreement.

1.44.4. **Payment Reserve:**

Seller agrees, upon Member request, to negotiate an acceptable payment schedule "reserve," i.e. percentage of the entire contract, which will not be paid until Member signs off on the final system acceptance based on stated performance and system standards.

1.44.4.1. Seller requires the total reserve not to exceed the total cost of the services and labor associated with the Member Participation Contract.

1.44.5. **Member Governing Laws:**

Member Participation Contracts shall be governed by and construed in accordance with the laws of the state in which the Member organization resides, excluding any conflicts of law provisions. Any litigation with respect thereto shall be brought in the courts of the Member's state. Seller, who provides products and services under this Contract, agrees to comply with all applicable federal, state, and local laws and regulations.

1.44.6. **Financial Stability:**

Seller acknowledges that Members rely on Seller's annual financial information and any required Security and Exchange Commission Certification Reports as a measure of Seller's financial strength and ability as an ongoing business concern to fulfill its obligations under any resulting VIS Master Agreement. By signing this agreement, Seller represents that, to the best of its knowledge in all material respects, it has and will continue to accurately report its financial affairs. If disclosed that Seller has failed to 1) conduct its financial reporting activities in compliance with generally accepted accounting principles or 2) to comply with applicable Federal security laws and regulations, and such disclosure reveals a material deterioration of Seller's financial viability as an ongoing business concern, Member contract commitments may be reduced by 100%. Seller agrees to release financial information to a Member upon receipt of a written request and submission of a signed non-disclosure agreement with the Seller.

Seller agrees in the event of a material change in the financial condition of the Seller, including without limitation, a default on loan covenants, de-listing of publicly traded stock on any recognized exchange on which they are traded, bond rating classified as "junk" bond status or lower, assignment of receivables, or a voluntary or involuntary filing for protection from creditors or reorganization of debt in a bankruptcy, liquidation or other similar proceeding of any kind, the Term of any Contract and/or Master Agreement shall revert automatically to month-to-month for all purposes under the VIS Master Agreement and Member Participation Contract. Member shall automatically consider any commitments achieved for the Contract and/or rates, and all discounts shall continue as they are at the time of the events.

1.44.7. **Insurance Requirements:**

Seller and their Subcontractor(s) awarded the VIS Agreement agrees to, at their own expense, obtain, keep in force and maintain appropriate insurance coverage for all activities performed on Member's site in connection with the products and services requested under this RFP. Seller agrees to provide, at a Member's request, an appropriate Certificate of Insurance evidencing coverage, and provide prior written notice of any occurrence of modification, material change, or coverage cancellation during the term of Member's Participation Contract. Coverage should minimally include the following:

1.44.7.1. Workers Compensation Insurance.

1.44.7.2. Comprehensive General Liability Insurance – Bodily Injury/Property Damage.

1.44.7.3. Services / Products / Completed Operations Aggregate.

1.44.7.4. Automobile Insurance.

1.44.8. **Source Code:**

Seller represents and warrants that it is 1) the lawful owner or licensee of all products / services licensed or sold to Members, developed by either the Seller or Manufacturer under the VIS Agreement, and 2) has all rights necessary to provide proof of Member ownership rights or licensed use of any and all products / services made available under the resulting VIS Agreement. In the event of Seller's failure, Members will still obtain support for their products from the manufacturers direct.

1.44.9. **Copyright Requirements:**

Seller represents and warrants that it is the lawful owner or licensee of any products / services licensed or sold to Members, developed by either the Seller or Manufacturer under the VIS Master Agreement, has all rights necessary to provide proof to the Member of ownership rights or licensed use, as applicable, of any and all products / services made available under the resulting VIS Master Agreement.

1.44.10. **Contracted Programming Services:**

Seller, contracted to write programming code on behalf of a Member either on-site or off-site that will support the Member's video room control system such as AMX, Crestron, or other programmable devices, agrees that all rights to the source code and password remain the property of the Member, and Seller will provide a copy of the source code, that can be edited, to the Member.

1.44.11. **Indemnification:**

Seller, to the extent permitted by law, shall indemnify, defend, and hold harmless the Member from and against all losses, liabilities, damages, and all related costs and expenses incurred in connection with any action or proceeding threatened or brought against the Member to the extent that such action or proceedings are based on a claim that any product / service provided by the Seller or its Subcontractors, the use of such products / services, or reproduction of any documentation provided infringes on any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

Any product / service or use thereof, which in the Member or Seller's opinion, is likely to become the subject of a claim of infringement, the Seller shall, at Seller's sole expense, be responsible to:

- 1.44.11.1. Procure for the Member the right to continue using the product, service, or documentation.
- 1.44.11.2. Replace or modify to the Member's satisfaction the same with products, services, or documentation of equivalent function and performance allowing it to become non-infringing.
- 1.44.11.3. Accept the return of products, services, and documentation with appropriate Member credits applied to the Seller's charges, and reimburse the Member for any losses or costs incurred as a consequence of the Member ceasing its use and returning said products, services, documentation.

1.44.12. **Member Project Schedule:**

Member and Seller agree to negotiate a schedule for providing required integration services, product delivery, product testing, system acceptance, and payment requirements prior to Member placing an order and Seller's acceptance of the order. The agreed upon schedules will be made in writing, and become attached to and made part of the final Member Participation Contract.

- 1.44.12.1. Seller agrees to designate space on all required forms for the MiCTA Member Number with the exception of invoices at this time.

1.44.13. **Seller Service Conditions:**

Member reserves the right to include any/all of the following product and service terms and conditions as part of their Member Participation Contract. Seller will be required to identify any billable costs for providing these terms and conditions as part of their written proposal to the Member.

- 1.44.13.1. Site Survey: Seller agrees to provide a detailed site survey, at Member's request, which will identify various cable runs and cable management requirements associated with the proposed system. Any billable costs will be based on location and complexity of the survey. Cost will be negotiated, and credited towards the purchase costs of integrations related to the survey.
 - 1.44.13.1.1. Seller, at their own expense, will be responsible for providing all required installation components not previously identified due to the Seller's failure to perform a Member requested site survey.

- 1.44.13.2. New, Pre-Owned, Combination: Seller agrees to clearly state whether either they or their subcontractor(s) / reseller(s) are offering equipment, components, and materials that are new, pre-owned or a combination, and provide applicable pre-owned warranty information in writing to the Member prior to accepting an order confirmation.
- 1.44.13.3. Installation Services: Seller agrees to provide installation services for all equipment and components included as part of the Member's video room proposal, and guarantee all are fully operational, interoperable with other room components, and will perform as publicized.
- 1.44.13.4. Installation Materials: Seller agrees to supply all required parts and materials including, but not limited to, components, cable, wire, connectors, labor, etc. required for a successful video room installation, and agrees to:
 - 1.44.13.4.1. Adhere completely to equipment manufacturer's standard installation recommendations.
 - 1.44.13.4.2. Abide by all standard broadcast wiring and installation practices, and meet or exceed current industry standards for these services.
 - 1.44.13.4.3. Supply appropriate power protection equipment to protect against electrical surges for all video equipment and components installed upon Member request.
- 1.44.13.5. Electrical: Seller agrees to work with Member's architect and/or engineers to guarantee circuit polarity (i.e. cables are not wired with polarity reversal between connectors with respect to either end), and for constant polarity to be sustained.
- 1.44.13.6. Component Verification: Seller agrees to demonstrate all video room components to be in excellent working order, free of short circuits, ground loops, video noise, excessive system noise (i.e. beyond published equipment specifications, hum, RF interference, etc.), and any other forms of instability.
- 1.44.13.7. Documentation: Seller, upon completion of the room installation, agrees to provide the Member the following:
 - 1.44.13.7.1. Complete equipment list including, but not limited to, product name, quantity purchased, manufacturer, model name/number, serial number, etc.
 - 1.44.13.7.2. Manufacturer's Technical Data sheets for each piece of equipment / component included in the room.
 - 1.44.13.7.3. Owner's Manuals for all equipment and components.
 - 1.44.13.7.4. Equipment Block Diagram of the installed room including a color schematic, which identifies detailed connections to each piece of equipment / component, labeling, etc., and a full Room Design Layout.

1.44.14. Service Level Agreement (SLA):

Member reserves the right to either select the Seller's standard SLA agreements, or negotiate an SLA that meets their specific organizational requirements. Service Level Agreements must minimally address:

- 1.44.14.1. Specific hardware and/or software to be covered.
- 1.44.14.2. Define Seller's and their subcontractors' measurable standards of performance and/or Quality of Service.
- 1.44.14.3. Identify Member / Seller and/or subcontractors responsibilities under the SLA agreement.
- 1.44.14.4. State Member's recourse for system and/or hardware / software failures.
- 1.44.14.5. Any other Member defined elements that are mutually agreed upon with the Seller.

1.44.15. **Alternate Product Sourcing:**

Member reserves the right to secure products and/or services from other Endorsed or Approved supplier whenever it is in the best interest of the Member. Member will be responsible for notifying the Seller prior to acquiring the alternate product or service. Seller or their subcontractor, providing integration or installation services, agrees to:

- 1.44.15.1. Review with the Member any potential effects the product / service change may create in the overall scope of the project.
- 1.44.15.2. Integrate approved products and services into the Member's video program.
- 1.44.15.3. Provide support services for any/all Seller approved alternate products.

1.44.16. **Workmanship Warranty:**

Seller agrees to provide an Integration Warranty of workmanship for not less than one year from the date of the Member's final system acceptance. Member "sign-off", negotiated as part of the Member Project Schedule, Section 1.44.11, will determine the final system acceptance date. Seller agrees to be responsible for all cost of labor, field service, additional equipment or supplies, and pick-up and delivery related to repairs or corrections during this warranty period. Seller agrees to provide Members with the Workmanship Warranty at no additional costs.

1.44.17. **Liquidated Damages:**

Seller and Member may negotiate the terms and conditions of Liquidated Damages including but not limited to defining downtime, identifying recourse for damages incurred and determining how damages will be liquidated, with such terms and conditions designated in writing and attached to and made part of the Member Participation Contract.

1.44.18. **Participation Contract Termination:**

Member reserves the right to terminate their individual Participation Contract at any time, at its sole discretion, by delivering a written notice to the Seller thirty-days (30) prior to the required termination date. Upon termination, the Member's liability will be limited to the pro-rata cost of the products delivered and/or services successfully performed as of the date of termination plus expenses incurred with the prior written approval of the Member.

Seller who elects to terminate the Participation Contract for any reason whatsoever, will refund the Member all payments made hereunder to the Seller for products and services not completed and/or not accepted by the Member.

- 1.44.18.1. Contract termination notices must be in writing and delivered to the Member's designated agent not less than ninety (90) days prior to termination, and refunds delivered within ten (10) working days of the date of Seller's termination notice.

1.44.19. **Member Invoice Terms:**

Seller agrees to provide monthly invoices directly to the Member, which shall include a detailed breakdown of all products and/or services provided. Seller may require Members to complete a Credit Application prior to offering the following credit options:

- 1.44.19.1. Member's meeting Seller's credit standards will be granted terms of Net 30-Days from either date of product shipment or completion of services rendered and accepted.
- 1.44.19.2. Members not meeting Seller's credit standards will be required to prepay all products and services.
- 1.44.19.3. Payment Options – Seller agrees to accept checks and electronic fund transfers at no cost to Members. Credit card payments will be accepted on a prepay basis only.

1.44.20. **Freight Terms:**

Seller and/or its subcontractors agree, if providing hardware or software to Members, to provide Freight Terms as defined below:

- 1.44.20.1. Seller agrees to provide shipping terms of F.O.B. Origin, ground transportation, within the Continental U.S.A, billed as a pass-through of manufacturer's actual cost to the Member.

1.44.20.1.1. Transfer of title and risk of loss pass to the Member upon shipment by the manufacturer or Seller.

1.44.20.1.2. Damaged Shipments – Seller will resolve shipping and delivery problems on behalf of Member.

1.44.20.2. Seller agrees to identify all freight charges for unique purchases requiring shipping costs be invoiced “Prepay and Add” prior to accepting a Member’s Participation Contract.

1.44.20.3. Expedited, overnight or other special delivery requirements, other than ground transportation within the Continental U.S.A., will be prepaid and add to the Member invoice at actual cost, upon Member request and approval.

1.44.21. Hardware/Software Compatibility:

Seller agrees, if providing Member with hardware or software products, to fully disclose any hardware / software compatibility issues to the Member, which minimally includes the following:

1.44.21.1. Seller agrees to notify both the Member and MSC, in writing, of any/all compatibility and/or interoperability issues between hardware, peripheral or software provided by the Seller.

1.44.21.2. Seller agrees to provide equipment configurations that meet or exceed all applicable industry standards, and are interoperable with all other system components.

1.44.21.3. Seller agrees, at Member’s request, to provide an on-site evaluation or survey of Member’s existing systems and software prior to ordering and installing equipment, and alert Member to any/all known interoperability and compatibility issues that must be addressed.

1.44.21.4. Seller agrees to notify the Member entering into a participation contract of any additional electronic premise equipment that is required to interface to the hardware, peripherals, or software being provided.

1.44.21.5. Seller shall not be held responsible for products which fail to perform as designed as a result of any additions or modifications to the products and/or services not performed by the Seller, or resulting from the Member’s use of the products and/or services in conjunction with the Member’s other software and/or systems which have not been reviewed and approved by the Seller prior to order and installation.

1.44.22. System Acceptance:

Seller agrees for system acceptance to be completed after installation, system testing, a successful performance period, and required training has been completed by the Seller. The Member will determine whether the products or services have met the specified performance standards and whether or not to accept the system.

1.44.22.1. Seller and Member will agree, in the Participation Contract, upon specific performance standards, measurement criteria, payment terms, etc. for system acceptance prior to the *start of work*.

1.44.22.2. Products and services offered by the Seller under this Agreement are subject to a Test and Acceptance period mutually agreed upon by the Member and the Seller prior to entering into the Participation Contract.

1.44.22.2.1. If the equipment fails to perform as agreed, the Test and Acceptance period will start over once the Seller completes corrections. In such an instance, the Member shall execute and deliver to the Seller an acceptance certificate duly signed, dated, and evidencing the Member’s acceptance of the services and/or products.

1.44.22.3. Seller agrees to develop a Punch List of items that does not meet the Member’s satisfaction, and agrees to complete corrections on all listed items within a two week period.

1.44.22.4. Seller assumes all responsibility for issues and/or concerns arising in setup, installation, and general system testing when a subcontractor is utilized to complete this process.

1.44.23. **Title and Risk Allocation:**

Seller agrees to provide good title, upon the final System Acceptance Date, for all products and services, which shall be free and clear of all liens, pledges, mortgages, encumbrances, or other security interests. Title to and risk of loss of the system and each VIS component shall pass to the Member upon written authorization on the System Acceptance Date.

1.44.23.1. Seller maintains a security interest in all products sold until payment is received in full, and then guarantees free and clear title.

1.44.24. **Seller Hardware/Software Warranty:**

Seller and/or its subcontractors agree, if providing hardware or software products to Members, to provide a Seller's Hardware/Software Warranty that minimally includes the following:

1.44.24.1. Seller warrants the infrastructure operation and capacity based on the system specifications and design.

1.44.24.2. Seller's Hardware/Software Warranty will commence upon the Acceptance Date or 60 days from shipment from the manufacturer, whichever is earlier, and continue for one full year. Manufacturer's return to factory warranty will be provided at no additional cost to the Member.

1.44.24.3. Seller warrants that all products and services, provided under this Agreement to Members, conform to all RFP requirements and all representations contained in the Seller's RFP response, presentation, and/or and technical demonstration.

1.44.24.4. Seller guarantees that the use of non-certified installation and/or service technicians will not void any manufacturer's product warranty.

1.44.24.5. Seller agrees that all warranty service provided under this Agreement to Members shall be performed by manufacturer trained, certified, and authorized technicians.

1.44.24.6. Seller agrees to act as the sole point of contact for warranty service.

1.44.24.7. Seller warrants it will pass through to Members any and all warranties obtained or available from the original equipment manufacturer (OEM) only, including any replacement, upgrades, or additional equipment warranties.

1.44.24.8. Seller agrees that any shipment received damaged or "dead on arrival" (DOA) will be immediately replaced with new equipment via priority shipping by the Seller or manufacturer.

1.44.24.9. Seller agrees that damaged or DOA shipments will be issued an RMA and freight Call Tag, and returned either at the Seller's or manufacturer's expense.

1.44.25. **Firm Order Cancellation/Termination:**

1.44.25.1. Seller and its subcontractors agree, for purpose of this Agreement, "Firm Order" is defined as a Member's duly signed purchase order or other selected vehicle for order authorization. Seller and its subcontractors agree that a Member has the right to cancel a "firm order" anytime:

1.44.25.1.1. Prior to the Seller placing the order for hardware/software or committing to services at no charge.

1.44.25.1.2. After the Seller's order for hardware/software has been placed and prior to shipment of the products by the Seller. The Member will only be responsible for payment of the Seller's "order cancellation" charge not to exceed 5% of the total price of the cancelled products/services.

1.44.25.1.3. After hardware and software have been shipped by the Seller and prior to installation, order cancellation will only be permitted with prior authorization from the manufacturer only. See Manufacturer's Return Material Authorization Policy, Section 1.44.26 below.

1.44.25.2. Member will have just cause to terminate a "Firm Order", without penalty or payment, due to missed delivery and/or installation deadlines. Failure of Seller to perform as agreed to will be reported by the Member to MSC for review with the Seller.

1.44.26. Manufacturer's Return Material Authorization Policy:

Authorization for return of products will only be granted based on manufacturer's willingness to accept the return of the product. Seller will disclose the terms of individual manufacturer's Return Materials Policy upon Member request.

1.44.26.1. Member shall be responsible for securing authorization to return from Seller's Operations Manager, obtaining an RMA number, and payment of the manufacturer's published restock rate plus actual freight and insurance charges to return product.

1.44.27. Compliance With Law:

Seller and its subcontractors shall, at their own expense, operate in full compliance with all laws, rules and regulations applicable to, and maintain in force all licenses and permits required by the states in which they conduct business.

1.44.28. Other Member Institution / Organizational Terms and Conditions:

Member and Seller have negotiated the following institutional / organizational required terms and conditions prior to purchasing from the Seller under the MiCTA / ATAlliance VIS Master Marketing Agreement.

1.45. ATTACHMENT C EXECUTION:

In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Member Participation Contract, and have caused their duly authorized representatives to execute this contract.

FOR: _____
Member Organization/Institution

Authorized Signature

Authorized Agent (Print/Type)

Title: _____

Date: _____

FOR: VISUAL SYSTEMS GROUP, INC.

Authorized Signature

Authorized Agent (Print / Type)

Title: _____

Date: _____



VIDEO INTEGRATION MSC MASTER AGREEMENT

1.46. ATTACHMENT D – COMMISSION/RESTRICTIONS:

Upon acceptance of an order by Seller, Seller agrees to:

- 1.46.1. Pay MSC a commission fee of not less than two percent 2% of the total gross sales revenue generated from any MiCTA / ATAlliance Account. For purposes of this Agreement:
 - 1.46.1.1. MiCTA / ATAlliance Account shall mean a MiCTA / ATAlliance Member and/or non-member entity that purchases products or services offered by the Seller under the MiCTA / ATAlliance program.
 - 1.46.1.2. Total Gross Sales Revenue is defined as the total amount invoiced of any/all products, services, maintenance/support agreements and lease agreements purchased by a MiCTA / ATAlliance Account from the Seller, or continuing from primary recurring revenue purchases.
 - 1.46.1.3. Commissionable Revenue shall mean Seller's total gross sales revenue invoiced to MiCTA / ATAlliance Accounts associated with sales of Seller's products, services, maintenance/support agreements, or lease agreements.
- 1.46.2. Unless otherwise agreed in writing by MSC, Seller shall pay commissions, fees or compensation to MSC pursuant to the following provisions:
 - 1.46.2.1. Seller agrees that MSC commissions are due and payable on all MiCTA / ATAlliance Account sales/purchase agreements for products and services within the scope of RFP #MSC-0008, and additional items as referenced in Attachment A.
 - 1.46.2.2. Seller agrees to pay commission fees monthly with payments due on or before the fifteenth (15th) of the month following the monthly close with payment to MSC based on receipt of Member invoice payments during the accounting month.
 - 1.46.2.3. Seller agrees that all unpaid or late commission fees will be subject to an additional two percent (2%) Monthly Service Charge, compounded monthly, until paid in full.
 - 1.46.2.4. Seller or eligible Member will be responsible for payment of the Membership Fee for any MiCTA / ATAlliance eligible organization utilizing this Agreement prior to obtaining membership, and Seller will pay all commission fees on all sales to such organizations.
 - 1.46.2.5. MSC reserves the right to engage Seller with a non-Member entity for purposes of providing products and/or services at favorable pricing and rates with MSC commission payments to be negotiated by the Seller and MSC and made in writing prior to engaging the non-Member entity.
 - 1.46.2.6. Seller will pay MSC a commission fee based on Member Account purchases of any/all products and services offered by the Seller under the VIS Agreement.
 - 1.46.2.7. Seller agrees to pay commission fees on all products and/or services added to the Agreement.
 - 1.46.2.8. Seller agrees to pay all commission fees on all recurring revenue products and/or services, such as but not limited to Maintenance/Support agreements, for the continuing term of each individual Member agreement.
 - 1.46.2.9. Seller shall be responsible for payment of all pending MSC commissions due from sales revenues generated by this Agreement up through the actual date of cancellation.

- 1.46.2.10. With the exception of monthly recurring revenue services, Seller will pay MSC's commission fee on all MICTA / ATAlliance Account purchases and participation contracts commencing during the three (3) month period following the expiration of this Agreement, or cancellation/termination effective date set by either the Seller or MSC.
- 1.46.3. Seller agrees, if found in default on commission fees and/or reporting requirements, to be held responsible for legal and professional costs and fees incurred by MSC in the process of collecting delinquent commission fees, service charges, and reports.
 - 1.46.3.1. Legal and professional costs and fees will be billed at the lesser of either the actual expenditures to complete the collections process or one times (1x) the amount in default.
 - 1.46.3.2. Delinquent commission fees, services charges, etc. will be computed as stated in Sections 1.46.1 and 1.46.2 above.
- 1.46.4. Seller, in the event of a sale, merger, or acquisition transaction, agrees to inform the parties of the transaction about the MiCTA / ATAlliance organization, the VIS Agreement, and the contractual obligations of the VIS Agreement as written, and further agrees to:
 - 1.46.4.1. Arrange an introduction between MSC representatives and the new ownership immediately after the business combination transaction is finalized.
 - 1.46.4.2. Assist MSC with the review and transfer of the VIS Agreement to the new ownership after the business combination is finalized.
- 1.46.5. MSC will not guarantee a minimum sales volume or estimate sales volume for the Video Integration Services Agreement.

1.47. SALES/COMMISSION REPORTS:

Seller agrees to provide MSC a report of all sales and/or service commitments under the VIS Agreement. The report must minimally include the Member or customer name, contact name/number, description of purchase, amount of purchase, date purchased, estimated delivery date, and MSC commission due. Reports must be submitted by the 15th of the month following the monthly close.

- 1.47.1. Monthly reports are sent to:
 - MiCTA Service Corporation
 - Attn: Commission Report, 0710MSC-A0036
 - 1500 West High Street
 - Mt. Pleasant, MI 48858
- 1.47.2. Sales/Commission Reporting Process:
 - 1.47.2.1. Monthly reports shall include a copy of Seller's executed Purchase Agreements or Sales Confirmation between Member and the Seller.
 - 1.47.2.2. Seller is required to submit an annual report of all Member purchases within 30-days of the Seller's fiscal year close.
 - 1.47.2.3. Failure to report Member sales in their entirety may result in legal action being taken, Seller's Approved status being immediately terminated, and/or other penalties.

1.48. SALES/COMMISSION AUDIT:

MSC reserves the right to perform an independent audit, by MSC designated auditors, of the Seller's contract sales and MSC commission fees, on an annual basis.

- 1.48.1. Seller will be required to comply with a MSC request for audit within fifteen (15) working days of receiving the written request.
- 1.48.2. Seller will be held responsible for payment of all commission fees and service charges for all unreported MiCTA / ATAlliance Accounts gross sales revenue revealed during an audit.
- 1.48.3. Delinquent commission fees, services charges, etc. will be computed as stated in Sections 1.46.1 and 1.46.2 above.

1.48.4. Seller agrees, if found in default on commission fees and/or reporting requirements, to be held responsible for payment of legal and professional costs and fees incurred by MSC for any required audit and/or legal action required to collect delinquent commissions and services charges.

1.48.4.1. Legal and professional costs and fees will be billed at the lesser of either the actual expenditures to conduct a complete audit process or one times (1x) the amount in default.

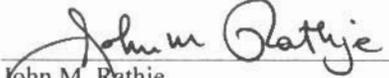
1.49. SURVIVORSHIP OF PROVISIONS:

All Seller's products purchased, and Seller's services performed pursuant to this Agreement shall be bound by all of the Terms and Conditions set fourth herein notwithstanding the expiration of the term of this Agreement. The Commission/Restrictions, Sales/Commissions Reports, and Sales/Commission Audit, as defined in this Attachment, shall remain operative for so long as the products and services remain in use.

1.50. ATTACHMENT D EXECUTION:

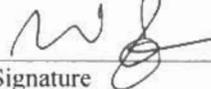
In Witness Whereof, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Attachment D, and have caused their duly authorized representatives to execute this Attachment.

FOR: MICTA SERVICE CORPORATION



John M. Rathje
President / C.E.O.
Date: 10-28-04

FOR: VISUAL SYSTEMS GROUP, INC.



Authorized Signature
DONALD K JONES

Authorized Agent (Print or Type)
Title: CEO
Date: 10/21/04