VIDEOLINK

VideoLink ReadyCam® Studio
Sales & Transmission Agreement

This VideoLink ReadyCam® Studio Sales & Transmission Agreement (this "Agreement") is made as of May 9, 2019 by and between Office of the Governor, State of South Dakota (the "State") with an address at 500 East Capitol Avenue Pierre, South Dakota 57501 and VideoLink LLC ("VideoLink"), located at 1230 Washington Street, Newton, Massachusetts, 02465.

VideoLink designs and installs ReadyCam® equipment and technology for ReadyCam® compact television studios located on the State's site(s) operated remotely by VideoLink ("ReadyCam® Studios");

The State desires to purchase a ReadyCam® Studio for installation at the State's location(s) (the "Site" or "Sites") as listed on Schedule A hereto; and

VideoLink offers transmission services and maintenance services for the purpose of optimizing the use of the ReadyCam Studios.

NOW THEREFORE, the parties agree as follows:

1. Design & Installation of ReadyCam® Studio. VideoLink will design and install a ReadyCam® Studio at the State's Site(s) as described in this Agreement and in one or more Order Forms in the form of Schedule A attached hereto. Each Schedule A agreed to by and between the State and VideoLink will be deemed to be part of, and will be governed by all of the terms and conditions of, this Agreement.

2. Equipment. VideoLink will sell and provide to the State the equipment listed on the Schedule A (the "Equipment") to be used at the State's ReadyCam® Studio.

3. Project Managers; Pre-Installation Conference Call; Site Survey; Change Orders.

3.1. VideoLink Project Manager; the State Project Manager. If a Site Survey has not already been completed and signed, within five (5) business days of execution of this Agreement and the Schedule A, VideoLink will provide the State with the contact information for VideoLink's ReadyCam® Project Manager who will serve as the single point of contact between VideoLink and the State during the entire installation process. Prior to the Conference Call described in Section 3.2, below, the State will provide VideoLink with the contact information of the State's Project Manager who will serve as the single point of contact between VideoLink and the State and act as project manager on the State's behalf during the entire installation process.

3.2. Conference Call. If a Site Survey has not already been completed and signed, within ten (10) business days of execution of this Agreement and the Schedule A, VideoLink and the State personnel (including the VideoLink Project Manager and the State Project Manager) will participate in a Pre-Installation Conference Call (the "Conference Call"), the purpose of which will be (i) to discuss and assess the general location of the ReadyCam® equipment within the State's ReadyCam® Studio(s); (ii) agree upon the timing the Site Survey;

and (iii) determine if the State personnel need to provide additional measurements and pictures of the location where the ReadyCam® Equipment is to be installed.

3.3. Site Survey(s). If a Site Survey has not already been completed and signed, following the Conference Call, VideoLink shall prepare the Site Survey, including visits by the Site Survey team to the Site, if applicable, which will include (i) the configuration, design and the precise location of Equipment and transmission equipment at the Site; (ii) if any variations will be needed to the standard ReadyCam® Site Preparation Requirements set forth in Schedule B; and (iii) in general other matters to ensure that the Site will be fully prepared to accept the installation of the ReadyCam® Equipment (the "Site Survey"). The ReadyCam® Site Survey team may consist of (i) a ReadyCam® Project Manager; (ii) a VideoLink Engineering Technician or both. The State agrees to provide VideoLink's Site Survey team reasonable access to the Site to conduct and complete the Site Survey, and to make necessary drawings and photographs of the Site.

3.4. Change Orders. Based on the Site Survey, (i) the Equipment listed on the Schedule A and (ii) the "ReadyCam® Site Preparation Requirements" (Schedule B) may require revisions. Any changes, additions or revisions of equipment or site preparation as a result of the Site Survey will be set forth in writing in a Change Order form approved and signed by the State and VideoLink, the Change Orders will become an attachment to and part of this Agreement. Pricing for the additional items in Change Orders will be invoiced and paid for pursuant to Section 9.1(b).

4. Site Preparation Requirements – Schedule B

4.1. Site Preparation by the State. Prior to the installation, the State , at its cost and expense, shall have the Site prepared in accordance with Schedule B (and if applicable, any Change Orders), including without limitation all the construction, electrical wiring, telephone and Internet and any video connections required for the installation.

4.2. Signed Schedule B. At least 21 days prior to the proposed installation date, the State will deliver to VideoLink a signed copy of a Schedule B (and any Change Orders, if applicable) signifying that the Site is fully prepared by the State for the installation of the ReadyCam® Studio.

4.3. Late Site Preparation. If the signed Schedule B (and Change Order, if applicable) is not timely delivered by the State , VideoLink may change the proposed installation date and install the ReadyCam® Equipment as VideoLink's schedule permits after the signed Schedule B (and, if applicable, Change Order) is received by VideoLink from the State.

4.4. Incomplete Site Preparation. If the Site is not completely prepared by the State at the time of installation as described in Schedule B (and Change Order, if applicable), any additional labor, travel, or other expenses incurred by VideoLink shall be itemized and invoiced to the State by VideoLink and paid for by the State pursuant to Section 9.2 and Section 9.3.

5. Installation

5.1. Installation Date. VideoLink will assign an installation date within eight (8) to ten (10) weeks of the date of the completion of the Site Survey and begin installation of the ReadyCam® Studio on such date. VideoLink's obligation to begin installation is contingent upon:

(a) This Agreement and the Schedule A being fully executed;
(b) The Site Survey has been completed;
(c) VideoLink's timely receipt of payments from the State pursuant to Section 9 below;
(d) Timely Site preparation by the State as described in Section 4 above; and
(e) VideoLink's receipt of Equipment from manufacturers.

5.2. Expedited Installation. If the State requires an expedited installation in less than eight (8) weeks, VideoLink will make commercially reasonable efforts to accommodate the State, and the expedited installation fees in Section 9.4 shall apply.

5.3. Installation. Installations typically take two to three days and the State agrees to provide VideoLink's Installation Team (which may consist of (i) a ReadyCam® Installation Manager; and (ii) a VideoLink Engineering Technician) reasonable access to the Site for cable runs and installation of transmission equipment. The State agrees to have suitable and sufficient personnel, such as electricians, IT networking technicians, and building maintenance managers, available to VideoLink during the Site Survey and installation. The installation of the ReadyCam® Equipment shall be complete upon the successful execution of the Acceptance Testing Procedures listed on Schedule C hereto and at the end of the installation the State agrees to sign and deliver to VideoLink a signed Schedule C immediately upon such successful execution of the Acceptance Testing Procedures (the "Final Acceptance"). The State 's failure to sign Schedule C immediately following the installation without detailing in writing which Acceptance Testing Procedures were not successfully executed shall also be deemed final acceptance.

5.4. Union Labor Expenses. In the event that as a result of the State's leasehold or other requirements, VideoLink is required to hire union labor, the State shall notify in writing VideoLink of such requirements at least ten (10) days prior to installation and the State agrees to be responsible for all additional expenses related to thereto, whether such expenses are identified in advance or not.

6. Initial Training & Additional Training. At the time of completion of the installation, VideoLink will provide initial training of the State's staff for the correct on-site utilization of the ReadyCam® Studio at no charge to the State. Such training shall not be more than two (2) hours in duration. Additional training services are available upon request and are subject to additional training fees as set forth in the Schedule A.

7. Operation for Media Live Shots. VideoLink only shall operate the ReadyCam® Studio for all media live shots such as when TV Networks and stations will request services from the State ReadyCam® Studio. In many of those cases, the requesting third party will pay the operation and transmission fees for the ReadyCam® Studio to VideoLink.

8. Transmission Services.

8.1 Transmission Services. Upon the State 's reasonable request VideoLink will provide the Transmission Services set forth in Schedule D hereto for the State's ReadyCam® System (the "Transmission Services").

9. Costs and Fees.

9.1. ReadyCam® Price including selected options. The TOTAL CONTRACT AMOUNT is an amount not to exceed $130,000. The price of the ReadyCam® design, Site Survey, Equipment, additional options as selected by the State, installation, and initial training (hereinafter, the "ReadyCam Price") (excluding sales tax, if applicable, and assuming no change orders) is set forth on the Schedule A. This price is valid for ninety (90) days from the Schedule A issue date. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. The Parties shall comply with the South Dakota Prompt Payment Act, SDCL ch. 5-26 unless otherwise provided for herein. Payment terms for the ReadyCam® Price are as follows:

(a) Agreement and the Schedule A to VideoLink. Upon receipt of the executed Agreement and the Schedule A, VideoLink will order the Equipment and schedule the Installation.

(b) A final payment of the unpaid portion of the ReadyCam® Price plus any additional charges relating to any change orders, if any, plus any additional union labor costs, if any, will be due and payable within forty-five (45) days of Final Acceptance by the State of VideoLink's completion of the installation of the ReadyCam® Studio.

9.2. Shipping Costs and Taxes. The State is responsible for payment of all shipping costs and applicable sales or other taxes. The State is responsible for filing and payment of applicable sales and use taxes for the Equipment portion of the ReadyCam® Studio. Upon the State's request, VideoLink shall supply the Equipment costs to the State .

9.3. Travel Expenses. The State agrees to reimburse VideoLink for travel, mileage, lodging, and per diem expenses in accordance with state rate policy set in ARSD article 05:01. Payment will be made pursuant to itemized invoices submitted with a signed state voucher and consistent with SDCL ch. 5-26.

9.4. Rates for Expedited Installation. For installations required in less than eight (8) weeks from the execution of this Agreement: (i) An expediting fee ranging between 5% and 10% of the total ReadyCam® Price as set forth in Schedule A will be assessed contingent upon date requested and availability of labor and equipment, such fee will be inclusive of labor and administrative costs required to meet the State's deadlines and (ii) the State will be responsible for any express or overnight shipping that VideoLink incurs to receive equipment from suppliers sooner than for the standard ReadyCam® Studio installation.

9.5. Invoices & Payment Terms for non "ReadyCam Price" expenses. VideoLink shall invoice the State for shipping costs and applicable taxes, travel expenses, expedited installation and Rentals described in Sections 9.2, 9.3, and 9.4 above, and 11.2 and 11.3 in one or more invoices, within sixty (60) days of the completion of the installation or other work and payment is due within forty-five (45) days after the State's receipt of such itemized invoice and in compliance with the South Dakota Prompt Payment Act under SDCL ch. 5-26.

9.6. Optional Maintenance Services. If elected by the State on Schedule A, VideoLink shall provide the services as set forth on Schedule E hereto for the State 's ReadyCam® Studio located at the Site (the "Maintenance Services"), which services may be terminated by the State upon thirty (30) day written notice.

9.7. Maintenance Fee. If Maintenance Services are elected by the State, the Maintenance Fees for per each calendar year is set forth on Schedule A. The Maintenance Fee for the first calendar year for each ReadyCam® Studio Order shall be pro-rated on a 365-day basis from the date of the Final Acceptance of the ReadyCam Studio and is due and payable within forty-five (45) days from that date. Unless notice of intent not to renew is given by either party at least thirty (30) days before the end of the then-current term, the Maintenance Fee obligation shall automatically be extended for successive one-year terms upon the same terms and conditions as the Initial Term, unless otherwise amended upon mutual agreement by the parties, but in no circumstance may the Maintenance Fee obligation renew or extend past December 31, 2026. VideoLink shall invoice the State annually prior to the start of each calendar year for the Maintenance Fee and payment is due within forty-five (45) days after the State's receipt of such invoice.

9.8. Transmission Fee. It is understood by the parties that in many situations, the transmission fee described in Schedule D will be paid to VideoLink by the broadcast or cable network. In the event the broadcast or cable network is unwilling, unable, or prohibited from paying the whole or part of the transmission fee, the State is responsible for paying the transmission fee.

10. Termination.

10.1 Termination Without Cause. The State may terminate this Agreement without cause, prior to the scheduled installation date by informing VideoLink of such termination in writing at least ten (10) days prior to the scheduled installation date. Upon such termination, VideoLink shall return the payments previously paid by the State less an amount equal to the sum of (i) five-thousand dollars ($5,000.00), (ii) already incurred travel expenses, and (iii) if any equipment has shipped prior to receipt of the State 's written termination notice, all applicable shipping expenses, including shipping expenses to return the equipment to VideoLink.

10.2 Termination of Funding. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

10.3 Termination for Breach. In the event VideoLink breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payment for Maintenance Services made to VideoLink and not yet earned on a 365-day basis at the time of termination shall be returned to the State. In addition, VideoLink shall pay what

additional costs the State incurs because of VideoLink's breach. If, after the State terminates for a breach by VideoLink, it is determined that VideoLink was not at fault, then VideoLink shall be paid for eligible services rendered and expenses incurred up to the date of termination. The State may avail from all other remedies in law and equity.

10.4 Termination Date. Notwithstanding any provision to the contrary herein, all services under this Agreement shall terminate on December 31, 2026, unless sooner terminated pursuant to the terms hereof.

11. Limited Warranties; Services Outside Warranty.

11.1 Limited Warranties; Other Limitations. For a period of one year after Final Acceptance of the Equipment (the "Warranty Period"), VideoLink will promptly replace at no cost to the State , any part or Equipment that is or becomes defective. If such replacement cannot be performed by VideoLink within fifteen (15) days of notice of defective, VideoLink will deliver and install comparable rental equipment to the extent available within ten (10) days pending the availability of the replacement Equipment at no cost to the State. If VideoLink is required to travel for such a warranty repair, VideoLink will pay all time, travel and shipping costs. Defective Equipment does not include any Equipment damage caused by shipping, improper storage, accident, problems with electrical power, abuse, misuse, neglect, ordinary wear, acts of God, failure to follow directions, improper maintenance performed by non-VideoLink personnel, use not in accordance with product instructions, unauthorized modification or service of the Equipment or damage resulting from the use of the Equipment with hardware, software or other products not provided by or specifically recommended by VideoLink.

11.2 Services Outside Warranty. For repairs and the replacement of Equipment not covered by VideoLink's limited warranties under Section 11.1 of this Agreement or for additional work requested by the State or for additional training, VideoLink will provide the State with a written price quotation for the costs of said repairs, replacements or additional work at a labor rate of one hundred twenty five dollars ($125.00) per hour (the "Labor Rate") plus expenses, including but not limited to shipping, travel and replacement equipment. Upon VideoLink's receipt of the State's written approval of the price quotation, VideoLink will promptly begin to take steps to repair or replace the Equipment or perform such other work. Invoices and payment terms for such repairs, replacement or work will be as set forth in Section 9.5.

11.3 Rentals. For post-warranty and out of Warranty repairs and replacements, which have been approved by the State but cannot be performed by VideoLink within fifteen (15) days of such the State approval due to equipment unavailability or other reasons, VideoLink will offer the State comparable equipment for rental ("Rentals") to the extent available until said repairs and replacements can be completed. VideoLink will provide written price quotations of the cost for said Rentals. Upon VideoLink's receipt of the State's written approval, VideoLink will deliver and install said rental equipment within ten (10) business days pending the availability of the equipment. The Labor Rate and travel expenses and payment terms as defined in Section 11.2 and 9.3 will be in effect for rental equipment installation.

12. VideoLink's Intellectual Property. ReadyCam® is a registered trademark of VideoLink. VideoLink's processes and procedures for installing and operating ReadyCam® Studios and the software embedded in the Equipment, including VideoLink's Enhanced IP software (collectively, the "ReadyCam Software"), are confidential proprietary intellectual property solely owned by VideoLink. VideoLink has a U.S. Patent on portions of the ReadyCam Software and may make additional patent applications for other portions of the ReadyCam Software. The State acknowledges and agrees that all rights to the trademarks "ReadyCam®" and "Enhanced IP" and all rights to the design, development, operations, ReadyCam Software and logo of the ReadyCam® Studio and VideoLink remain property of VideoLink; provided, however, portions of the ReadyCam Software contain open source software, including Linux, licensed under GNU Public Licenses and GNU Lesser General Public Licenses and other open source licenses, and VideoLink does not own such open source software. Copies of the GNU underlying licenses are available at https://www.videolinktv.com/2017-copyright/. Without limiting the generality of the foregoing, the State will not, and will cause its employees, agents or other persons or entities to whom it makes the ReadyCam Studio Equipment available not to: (a) de-compile or reverse engineer the ReadyCam Software; (b) modify, publish, transmit, license, sublicense,

transfer, sell, distribute, reproduce, create derivative or collective works from, or in any way otherwise exploit the ReadyCam Software or make the ReadyCam Software available, in whole or in part; (c) remove from the ReadyCam Software any copyright notices, disclaimers or other indicia of ownership or restrictions on use; (d) remove, modify or edit the substance of any information within the ReadyCam Software; or (e) make any copy of the ReadyCam Software. The State hereby acknowledges that unauthorized disclosure or use of VideoLink's intellectual property could cause irreparable harm and significant injury to VideoLink, which may be difficult to ascertain. Accordingly, the State agrees that VideoLink shall have the right to seek and obtain immediate injunctive relief from breaches of this Agreement, in addition to any other rights and remedies it may have.

Upon installation and Final Acceptance, the Equipment is the property of the State .

13. Insurance & Liens.

13.1 Insurance. VideoLink shall maintain, from the date hereof and shall cause the State to be named as an additional insured on (a) Commercial General Liability insurance policy, alone or in combination with umbrella liability insurance, with commercially reasonable deductibles, with a combined single limit of at least $1,000,000 and an annual aggregate limit of at least $2,000,000 with respect to bodily injury, personal injury, and property damage; (b) workers' compensation and employers' liability insurance with statutory limits in accordance with South Dakota laws; and (c) business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident and includes coverage for owned, hired, and non-owned vehicles. Upon request by the State, VideoLink shall submit copies of insurance policies and certificates of required insurance to the State evidencing that the required coverages are in effect, and in the event a substantial change in insurance, issuance of a new policy, cancellation, or nonrenewal of the policy, VideoLink agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required.

13.2 Liens. VideoLink shall keep the State's Site and Equipment free from all liens and encumbrances of mechanics and materialmen arising from the performance of this Agreement by VideoLink.

13.3 Indemnification. VideoLink agrees to indemnify and hold the State, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require VideoLink to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

14. Additional Provisions.

14.1 Notices. All notices hereunder shall be in writing and shall be deemed given when delivered personally or two days after mailing by certified mail or trackable delivery services, return receipt requested, postage prepaid to General Counsel for the Office of the Governor, and to the President of VideoLink LLC, at the addresses shown above or upon confirmed fax transmission.

14.2 Waiver. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach by such breaching party.

14.3 EIN. VideoLink will provide the State with its Employer Identification Number, Federal Tax Identification Number, or Social Security Number upon execution of this Agreement.

14.4 Independent Contractor. At all times while performing labor or services hereunder, VideoLink is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

14.5 Force Majeure. Except for the obligation to pay funds due hereunder, neither party shall be liable nor deemed to be in default of its obligations hereunder for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, act of the public enemy,

acts of terrorists, war, natural disasters or catastrophes, strikes, or other work stoppages or any other cause beyond the reasonable control of the parties hereto.

14.6 Publicity. VideoLink may use the State's name and logo, but not the official State Seal, in marketing materials and on VideoLink web sites if otherwise permissible by law. No State endorsement of ReadyCam® will be included on said materials without express consent from the State.

14.7 Entire Agreement. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

14.8 Binding Agreement. This Agreement shall be binding upon both parties.

14.9 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party. Any assignment in violation of this Section will be void. Except provided in 14.10, VideoLink may not use subcontractors to perform the services described herein without the express prior written consent of the State. If consent is given, VideoLink will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement.

14.10 VideoLink Affiliates. VideoLink Affiliates, as hereinafter defined, may also transact under this Agreement. It is hereby agreed between the Parties that all rights and obligations existing between VideoLink and the State are repeated and apply mutatis mutandis as between the State and the respective VideoLink Affiliate, having executed an Order Form with reference to this Agreement, unless a written agreement exists to modify them.. Where the term "VideoLink" is used in this Agreement the company name of the respective VideoLink Affiliate may be read instead. "VideoLink Affiliate" shall mean a business association of VideoLink that has legal capacity to contract on its own behalf, to sue in its own name, and to be sued, if and only if either (a) such business association owns, directly or indirectly, a majority interest in VideoLink, or (b) a thirty percent (30%) or greater interest in such business association is owned, either directly or indirectly, by VideoLink or its parent company, AVI-SPL, Inc. For the avoidance of doubt, VideoLink and VideoLink Affiliates may freely subcontract the Services or portion thereof to one another, provided, however, that VideoLink or its respective VideoLink Affiliate, whichever is identified on the applicable Order Form, shall remain responsible for such subcontracted Services.

14.11 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to, arising out of, or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

14.12 Headings. The subject headings used in this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions.

14.13 Procurement exemption. This Agreement for equipment and services is exempted from the procurement requirements under the SDCL 5-18A-22(5).

14.14 Severability. In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

Signed:

VideoLink LLC

Richard G. Silton
President & CEO
Date: 5-13-19

Office of the Governor, State of South Dakota

Name Tom Hart
Title: General Counsel
Date: 5-14-19

List of Attached Schedules

Schedule A – ReadyCam® Order Form (Equipment List, Fees, Site Location(s))
Schedule B – ReadyCam® Site Preparation Requirements
Schedule C – Acceptance Testing Procedures
Schedule D – Operation and Transmission Services
Schedule E – Maintenance Services
Schedule F – Equipment and Labor Change Orders

SCHEDULE A

Equipment List, Fees, Site Location(s), Services

This Schedule A is part of the VideoLink ReadyCam® Studio Sales and Transmission Agreement dated as of May 9, 2019, by and between VideoLink LLC ("VideoLink") and the Office of the Governor, the State of South Dakota (the "State").

Customer:	Office of the Governor, State of South Dakota
Site Location:	500 East Capitol Avenue Pierre, South Dakota 57501
Issue Date (9.1):	May 9, 2019
ReadyCam® Price (9.1):	$75,525.25

Additional Training (6):

On-site additional initial training	$250 per hour
On-site full day training session	$1,000 plus travel expenses
Remote two hour training session	$500

ReadyCam® Maintenance Fee (9.6 & 9.7): $5,500 per annum

Standard ReadyCam® Equipment (includes but is not limited to):

HD Camera and Lens
Remote system power control
Remote Pan/Tilt/Zoom and focus camera control
IP-based transmission equipment
Four-point Lighting package (Key, two fills, and backlight)
Two microphones
IFB equipment
HDTV confidence monitor
IP router
Equipment cabinet
On Air Light
Make Up Kit
Guest Chair (if required)

Note: At its discretion, VideoLink may substitute substantially similar equipment for any of the foregoing listed equipment.

This ReadyCam® Order Form is accepted and agreed to by the parties.

VideoLink LLC

Richard G. Silton
President and CEO
Date 5-13-19.

Office of the Governor, State of South Dakota

Name: Tom Kael
Title: General Counsel
Date: 5-14-19

SCHEDULE B - For ReadyCam® IP Transmission

ReadyCam® Site Preparation Requirements
Revised 4/16/18

Prior to the installation, at the State's expense, the State must provide the following requirements to accept the installation of the ReadyCam®. **All requirements are imperative to the operation of the system:**

- Suitable space to accommodate the Equipment rack, in close proximity to the location of the camera.

- Installation of two (2) dedicated telephone lines as follows:

  LINE #1: One (1) phone extension (may be analog or digital) with a telephone handset and long distance dialing capability.

  LINE #2/OPTION #1/ANALOG: One (1) analog POTS lines or analog extension off of PBX. If this line is an extension it must have the Call Supervision Disconnect feature activated. Please terminate at an RJ11 connection at the ReadyCam rack location.

  LINE #2/OPTION #2/VoIP: One (1) VoIP line. Provided by network access for VoIP, terminated in an RJ45 connector at the ReadyCam rack location. If choosing this option please fill out the accompanying form *"ReadyCam VoIP_Checklist_Tesira"* and return to VideoLink along with this form.

- All phone lines should have dial-in capabilities.

- Installation of one (1) 120V 20amp circuit terminated in a quad outlet installed within two feet of where the ReadyCam® equipment rack will be located.

- Installation of dedicated electrical wiring terminated in quad or duplex outlets as specified in the Site Survey report, which shall be flush-mounted, face down in the ceiling in close proximity to the location of the lighting fixtures. If the State chooses to use the provided On Air light this also needs to be connected to this same wiring. The other end of these wires will terminate in a recessed male plug in the wall at the equipment rack location. This is a NEMA (5-15), two power blades plus one ground blade (two pole, three wire, 120V, 15A). An example is the Midlite "Décor Recessed Power Inlet" P/N 4642-W. This wiring will have power provided to it by a controller in the ReadyCam® equipment rack.

- Installation of 3/8" threaded rods and unistrut for up to six (6) ceiling studio lighting fixtures. Location and quantity as specified during the Site Survey.

- The VideoLink ReadyCam® system is controlled remotely and transmitted via Internet Protocol (IP). All systems require **20Mbps of upload bandwidth** and a **static (unchanging) address** which allows VideoLink to remotely power up, operate, monitor and transmit the ReadyCam® during live shots or testing. This connectivity is solely for the use of the ReadyCam®. A **100Base-T Full-Duplex Ethernet** connection is required, preferably with **Auto-MDIX and auto-negotiation** enabled and **terminating in an RJ45 jack** at the ReadyCam® rack location. A path **MTU greater than 1420** is required for all outbound traffic. For more information contact: Mark Pantridge at 617-340-4195 or mark.pantridge@videolink.tv.

Due to the live nature of the video transmission system, it is imperative that the outbound bandwidth be as pure as possible. There are two options available to provide this connectivity:

Option One: Connect the ReadyCam® system through an existing corporate LAN
If your existing corporate LAN and gateway can spare the bandwidth (must be guaranteed available 24/7), it is possible to utilize a dedicated static IP address on your current gateway for the ReadyCam® to access the internet. The ReadyCam® system:

- Requires many ports and protocols to operate and consists of a hardened Cisco router and Linux computer
- It is best for the ReadyCam® to be patched directly to the gateway, placed in a DMZ, or statically NAT'd to an outside address
- **It is designed to be opened to the public internet. The key is to keep the ReadyCam® away from firewalls wherever possible, due to the plurality of ports, protocols and destinations of traffic, as well as the possible delays introduced by stateful inspection firewalls.**
    - We understand the network security implications of requesting an un-firewalled connection to the internet whilst residing on the same LAN as your corporate network and, while we're confident in the ReadyCam®'s security, we are happy to and would even prefer to be logically segmented from the rest of your corporate network through the use of a VLAN if you so desire.
    - The ReadyCam® system is capable of 802.1Q tagging its traffic to aid in the deployment of a VLAN on your network.
- On large or busy corporate networks, the traffic from the ReadyCam® should, wherever possible, be prioritized over other LAN traffic, both internally and to the gateway, through the use of QOS. This ensures that there will be minimal packet loss within your network.

Option Two: Connect the ReadyCam® through a dedicated internet service provider
If your existing corporate LAN or gateway cannot spare the necessary bandwidth, or if a DMZ is not available, it is usually possible to order a dedicated internet connection with a static IP address for use solely by the ReadyCam®.

- The availability of this option is dictated by the availability of an adequate service at your location.
- **While most business-class best-effort connections can be used, fiber-optic services like Verizon's *FiOS* are preferred over coax-based "cable" internet services.** As the term "best-effort" suggests, these internet services do not come with an SLA, or guaranteed level of service, to ensure the performance of the connection. While these services usually provide an adequate connection, this type of service requires a longer test period, as we want to be sure the necessary connectivity is provided.
- If a best-effort line of adequate bandwidth isn't available at your location, or if one is installed but fails to provide adequate connectivity, it is usually possible to order an SLA-backed, dedicated ethernet-grade internet connection for use by the ReadyCam®. These connections, while extremely robust, are usually significantly more expensive than a best-effort connection.

If none of the above options are available then your account executive can present alternative transmission options, including dedicated 270Mbps or 1.485Gbps lines, or satellite transmission. These options require additional hardware and connectivity costs.

IF PURCHASING AN ELECTRONIC BACKDROP OPTION, PLEASE ADD:

- Installation of one (1) 120V (15amp) duplex outlet for the backdrop television, location to be determined at the site survey.

- Installation of two IR cables and one CAT5E or CAT6 Ethernet cable, terminated in RJ45 connectors, from the ReadyCam rack location to the backdrop TV location, as determined at the site survey. Cables will be provided to electrician by VideoLink.

ReadyCam® Studio Site Preparation Requirements Certification

By signature below, the State is confirming that the Site is prepared for the ReadyCam® Studio installation per specification above. Should VideoLink arrive at Site for scheduled installation and Site is not correctly prepared, the State is responsible for any additional or supplemental labor and travel expenses associated with this delay.

Office of the Governor, State of South Dakota: _____

_____ _____
Signature Date

_____
Name (Printed)

_____
Title

Received at VideoLink by:

_____ _____
Signature Date

SCHEDULE C

Acceptance Testing Procedures

The following are the test procedures, which shall be executed by the ReadyCam® Studio Installation Team. Once the procedures and operations defined herein are successfully completed, the ReadyCam® Studio shall be deemed completely operational as described below.

- ☐ Complete standard ReadyCam® Equipment operational test with a VideoLink control center. This includes testing of proper operation of all components for the standard ReadyCam®, including camera, pan/tilt, audio and lighting
- ☐ Test site-specific custom remote control components, including power control, and camera control with a VideoLink control center.
- ☐ Test site-specific transmission path through verification with a VideoLink control center.
- ☐ On-site training for up to two (2) hours.

By signature below the State is confirming that VideoLink has satisfied the Acceptance Testing Procedures for the following Site.

Office of the Governor, State of South Dakota_____

_____ _____
Signature Date

_____
Name (Printed)

_____
Title

If ReadyCam® Studio does not pass the on-site Acceptance Test Procedures, VideoLink will promptly correct any such deficiencies.

SCHEDULE D

Operation and Transmission Services Rates

1. In many situations, third parties such as TV Networks and stations will request services from the State ReadyCam® Studio. In many of those cases, the requesting third party will pay the operation and transmission fees for the ReadyCam® Studio to VideoLink.

2.1 When the State wishes to use the ReadyCam® Studio for their own purposes (Training, Corporate Communications, Webcasting/streaming), VideoLink can remotely manage the operations and transmission of the video captured via the State's ReadyCam® Equipment. The State agrees that for VideoLink to provide such Operations and Transmission Services, VideoLink will be paid by either the State or a third party designated by the State at VideoLink's then-published rates, or at the rates specified herein. Payment for these services shall be made according to VideoLink's Credit Policy.

2.2 VideoLink shall charge the following rates:

ReadyCam® Live-Shot Management Rates: $350 per ½-hour

(a) Price above only includes the operation of ReadyCam® Equipment.

(b) Price does not include items listed below. At the State's request, VideoLink is happy to provide price quotes for these services.

1. Long-distance fiber services, and local loop to VideoLink
2. Satellite space segment
3. Satellite downlink(s)
4. Required switching charges
5. Web distribution
6. Coordination fees

2.3 VideoLink EnhancedIP™ Transmission Rates:

EnhancedIP™ rate is $50 per 1/2 hour. Bulk rates available.

Schedule rates are valid for 12 months from the date of this Agreement and thereafter are subject to change to reflect VideoLink's current rate card.

*Enhanced IP – deemed to be enhanced Internet transmission through the application of hardware and/or software.

2.4 With Enhanced IP Maintenance Services VideoLink will provide five (5) hours of EnhancedIP service per ReadyCam studio, per calendar year as part of the Maintenance Program, which auto-renews each January. A minimum transmission block is 30-minutes. Hours do not roll-over from year-to-year. The EnhancedIP service hours allotment does not apply to transmissions between the State and any broadcast or cable networks. The State must book EnhancedIP transmissions using the VideoLink online booking system.

SCHEDULE E

Maintenance Services

When Maintenance Services are elected by the State, VideoLink shall provide the following testing and support of the ReadyCam® Studio:

1. Daily remote testing of system connectivity.
2. Monthly testing of the ReadyCam® Equipment performed remotely from VideoLink's offices to ensure that equipment is in its proper working condition.
3. On-site testing, alignment and cleaning of the ReadyCam® Equipment, as needed.
4. During the Warranty Period (as defined in Section 11.1 of this Agreement), replacement of any part of the ReadyCam® Equipment that is or becomes defective as a result of improper installation by VideoLink or as a result of incorrect or improper use by VideoLink, or Support or Maintenance Services provided by VideoLink under this Agreement. Parts, labor, and shipping for replacement of equipment damaged or lost by the State is billable to the State.
5. VideoLink will inform the State promptly of any parts of the ReadyCam® Equipment that it discovers during the monthly testing or any on site testing to be in need of repair that is not covered by warranties under this Agreement.
6. VideoLink will inform the State promptly if it discovers any issues with the Internet and phone connection during any monthly or on site testing. The State is responsible for maintaining a stable IP connection and reliable telephone service. The ReadyCam prompter computer includes an original subscription to anti-virus software. At the time this subscription ends it is the responsibility of the State to renew or install replacement software, at their own cost.) The State must notify VideoLink of any changes (ex. Firewall or IP addresses) in advance. Troubleshooting and testing by VideoLink as a result of the IP connection and telephone service instability is billable at standard VideoLink repair service rates at time of occurrence (currently $125 per hour).

SCHEDULE F

Equipment and Labor Change Orders

Change Order # Cost $

Change Order # Cost $

Change Order # Cost $

By signature below the State agrees to pay for all Change Orders and additional charges.

Signed:
Office of the Governor, State of South Dakota

_____ _____
Signature Date

_____
Name (Printed)