

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
AND MULTIVISTA**

1. Parties and Date.

This Agreement ("Agreement") is made and entered into this **21st** day of **SEPTEMBER, 2018**, by and between the **BEVERLY HILLS UNIFIED SCHOOL DISTRICT** ("District") and **MULTIVISTA INC.** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of District.

2.2 **Project.** District desires to engage Consultant to render its services for documentation services for the Beverly Hills High School B1-B2 Modernization Project (the "Project") in accordance with the Scope and Terms listed in this document. Any and all additional work by Consultant to be approved by the District in writing by either a separate Agreement or an Amendment to this Agreement prior to the start of any and all additional work.

3. Terms.

3.1 **Scope of Services, Qualifications and Term.**

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term.** The term of this Agreement shall be from the date first written above and shall continue until District's acceptance of all work and final payment to Consultant, unless earlier terminated as provided herein.

3.3 **Responsibilities of Consultant.**

(a) Control and Payment of Consultants and its Subordinates. District retains Consultant on an independent contractor basis and Consultant is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Consultant shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the

Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

If the District is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Consultant will be required to enforce the District's Labor Compliance Program ("LCP"), as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

(d) Work Authorization. Consultant shall obtain from District a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or sub-consultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance

required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(j) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code I (any auto); (3) *Workers' Compensation and Employers' Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability*: Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability*: Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. If Consultant works directly with or near children, the General Liability Policy shall include or be endorsed to include abuse and molestation coverage.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary

insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

~~d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.~~

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(ii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(iii) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current **A.M. Best's** rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(iv) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(k) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks,

confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 Fees and Payments.

(a) Contract Price. The District shall pay the Consultant as full consideration for the faithful performance of this Contract, subject to any additions or deductions; for the sum of **SIXTY NINE THOUSAND NINE HUNDRED & 00/100 DOLLARS (\$69,900.00)** stipulated by the parties. Consultant shall submit to District an itemized statement which indicates work completed and hours of Services rendered by Consultant. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

(c) Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from District.

3.5 **Maintenance of Accounting Records**. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 General Provisions.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated

only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Angelview LLC dba MULTIVISTA
4132 Del Rey Avenue,
Marina Del Rey, CA 90292
Attn: Bobby Simon, Regional
Director

DISTRICT:

Beverly Hills Unified
School District 255 South
Lasky Drive
Beverly Hills, CA 90212
Attn: Michael Bregy, Superintendent

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(g) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant agrees to waive all rights of subrogation against the District.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Riverside, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of District.

(m) Amendments/Waiver. This Agreement may not be amended except by a writing signed by the District and Consultant. In order to take effect, amendments shall be approved or ratified by the District Board of Education. No waiver, alternation or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. Consultant shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Consultant may be involved with on behalf of the District, or (2) any activity that Consultant may be involved with on behalf of any other firm or agency. In addition, Consultant shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. Consultant shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or sub-consultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or sub-consultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(s) Confidentiality. Consultant hereby acknowledges that certain records and information maintained by the District, or by Consultant on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Consultant by District in connection with the performance of this Agreement, not generally known to the public, shall be held confidential by Consultant. Consultant agrees that information acquired by Consultant during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District.

(t) Noise, Drugs, Tobacco, and Alcohol. Consultant shall take all steps necessary to insure that employees of Consultant or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Consultant shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Consultant shall prevent its employees or subcontractor's employees from bringing any animal onto the Project. Consultants shall not violate any written school policies. Consultant shall execute and deliver to the DISTRICT all applicable certifications attached to this Agreement concerning Consultant's agreement to comply with the requirements of this Section.

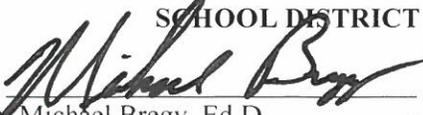
(u) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

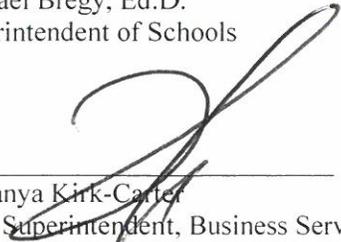
(v) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(w) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

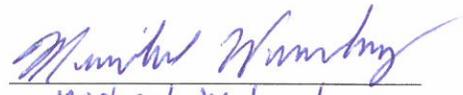
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

**BEVERLY HILLS UNIFIED
SCHOOL DISTRICT**

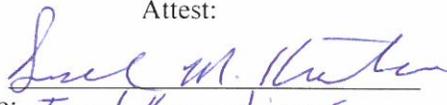
By: 
Name: Michael Bregy, Ed.D.
Title: Superintendent of Schools

By: 
Name: La Tanya Kirk-Carter
Title: Asst. Superintendent, Business Services

MULTIVISTA

By: 
Name: Michael Walmsley
Title: Senior Regional Partner

Attest:

By: 
Name: Fred Kerstiens
Title: Sales Associate

81-4641491
Federal Tax I.D. Number

Exhibit A



MULTIVISTA
CONSTRUCTION DOCUMENTATION

Multivista LA
4132 Del Rey Avenue, Marina del Rey, CA 90292
T: (310) 306-6578 F: (310) 306-7480
E: losangeles-info@multivista.com, www.multivista.com

CHANGING THE WAY THE CONSTRUCTION INDUSTRY DOCUMENTS PROJECTS

ANGELVIEW LLC dba Multivista
4132 Del Rey Ave., Marina Del Rey, CA 90292
(310) 306-6578
www.multivista.com

PROJECT QUOTE & AGREEMENT

CLIENT

Name: Beverly Hills Unified School District

Address: 241 S. Moreno Dr.
Beverly Hills, CA 90212

PROJECT

Name: Beverly Hills High School B1-B2 Modernization

Description: 2 Buildings

Location: 255 South Laskey
Beverly Hills, CA

Size (SQFT): 50,561

ANGELVIEW LLC ("MULTIVISTA") is pleased to provide Beverly Hills Unified School District ("CLIENT") with Multivista documentation services for the Beverly Hills High School B1-B2 Modernization Project in accordance with the Scope and Terms listed in this document and in the accompanying RIDER: Multivista Project Quote Terms and Conditions.

CLIENT - BILLING / INVOICING CONTACT

Name: _____

Company: _____

Address: _____

T: _____ F: _____

E: _____

CLIENT - SITE / FIELD CONTACT

Name: _____

Company: _____

Address: _____

T: _____ F: _____

E: _____

PHOTOGRAPHIC DOCUMENTATION

For complete definitions of all shoot types and scope, please see attached Rider.

PROGRESSIONS

Progression shoots occur at regular intervals, following the same shoot path each time, to capture the progress of your project over time.

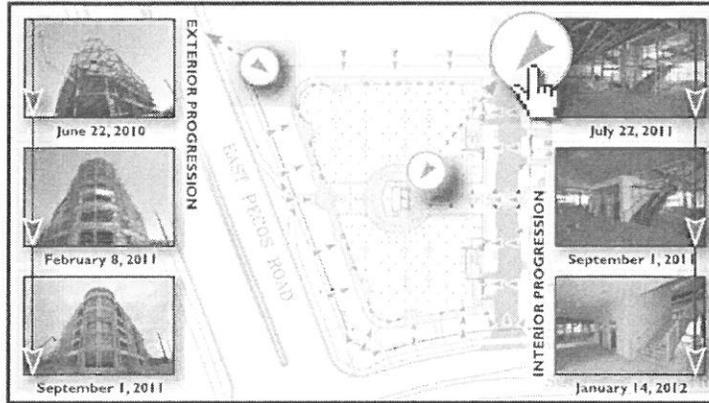
Exterior

Exterior Progressions capture the exterior progress of your building.

Max # of Shoots: Twenty Four

Frequency: Monthly

See Exhibit A for Notes



Interior

Interior Progressions capture the interior progress of your project. Shoots begin at substantial interior framing for each floor, section or area.

Max # of Shoots: Thirty Two

Frequency: Monthly

See Exhibit A for Notes

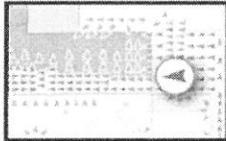
EXACT-BUILT SHOTS

Exact-Built shoots are designed to capture specific milestones of your projects in great detail.

Site-Survey

Comprehensive documentation of surrounding streets, curbs, sidewalks, landscaping, parking areas, existing structures and neighboring facilities.

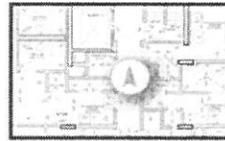
See Exhibit A for Notes



MEP

Mechanical, electrical, plumbing (MEP) and all other systems in walls and ceilings are documented post-inspection and pre-insulation, sheet rock or dry wall installation.

See Exhibit A for Notes

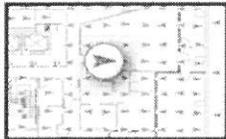


MEP+ Multivista® PLUS upgrade with Site-Walk 360®™

Pre-Slab

Capture post tension cables, rough-ins and re-bar prior to pouring.

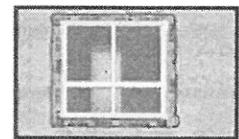
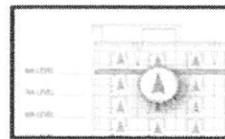
See Exhibit A for Notes



Elevation

Exterior skin, flashing, waterproofing captured in detail from grade level.

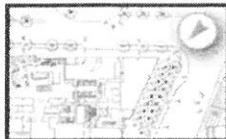
See Exhibit A for Notes



Existing Condition

Takes place at any point in time that you specify to capture the project, or a component thereof, in its exact current condition.

See Exhibit A for Notes



Finished Interior

At Certificate of Occupancy or other "finished" milestone, all walls, ceilings and floors in their post-inspection, completed condition are documented.

See Exhibit A for Notes

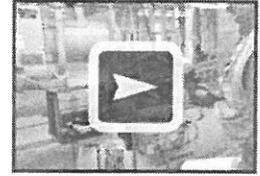


FINISHED INTERIOR 3D Immersive Site-Walk 360®™

MULTIVISTA VIDEO

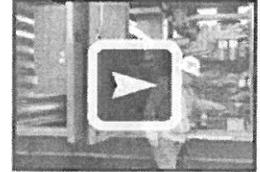
Hours scheduled on-site:

1. _____
2. _____
3. _____



Number of videographers:

4. _____



@ \$/Hour/Videographer:

Applications & Examples:

- > Facility Management: Operations & Maintenance
- > Training: Safety
- > Construction: Wall Tilt-Up
- > Inspections: HVAC / MEP / Inspection
- > Events: Groundbreaking

MULTIVISTA WEBCAM

CAMERA 1.

- Fixed
 DSL / Cable
 Wired (Within 300')
 Connections/Mounting

Multivista

Duration:

- _____ Months
 Pan Tilt Zoom
 or
 Cellular
 or
 Wireless (2500' line of sight)
 Connections/Mounting Client

CAMERA 2.

- Fixed
 DSL / Cable
 Wired (Within 300')
 Connections/Mounting

Multivista

Duration:

- _____ Months
 Pan Tilt Zoom
 or
 Cellular
 or
 Wireless (2500' line of sight)
 Connections/Mounting Client

MULTIVISTA'S COMPLETE WEBCAM SOLUTION INCLUDES:



> Access 24/7/365



> Mobile Access



> Live Streaming



> HI-DEF Imagery

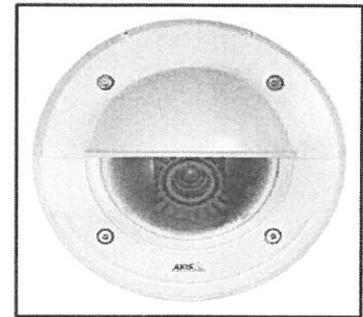


> Time Lapse Photo & Video Generator



> Hosting for Unlimited Users

Fixed Dome Cameras:



PTZ Dome Cameras:



- > 2 Types of Web Cameras.
- > Slideshow & Video of Jobsite Progress*.
- > Automated Static Image Archive.
- > On-Demand Snapshot Tool.
- > View Project Feed Via Your Own Website.

- > Easy Access.
- > Intuitive Control.
- > Onsite Camera Setup & Integration.
- > Camera System Monitoring.
- > Secure Hosting of Webcam Footage.

*Live stream not archived, only static captures.

PRICING

Pricing below applies to quantity and descriptions above in Photographic Documentation section as well as in Exhibit A.

INDIVIDUAL SCOPE ITEMS

		INITIALS
Option A – <u>(24) Exterior and (32) Interior Progressions</u>	Price - <u>\$ 25,861</u>
Option B – <u>(5) Pre-Foundation Footing Progressions</u>	Price - <u>\$ 2,625</u>
Option C – <u>Pre-Slab Exact-Built[™] of Level 1 of buildings B1 & B2</u>	Price - <u>\$ 1,303</u>
Option D – <u>(8) Roof Progressions</u>	Price - <u>\$ 3,800</u>
Option E – <u>MEP Exact-Built[™]</u>	Price - <u>\$ 10,623</u>
Option F – <u>MEP – 3D IMMERSIVE - Site-Walk 360[™] (Phased Construction)</u>	Price - <u>\$ 14,557</u>
Option G – <u>Finished Interior – 3D IMMERSIVE - Site-Walk 360[™]</u>	Price - <u>\$ 11,131</u>
Option H – <u>Hosting and Data Extension of 24 months after project completion</u>	Price - <u>\$ No Fee / Incl</u>

Pricing below is inclusive of all services comprising the scope of the Project Quote.

DOCUMENTATION PRICE	TOTAL PRICE	ADJUSTED TOTAL PRICE
Photographic: \$69,900 Video: Webcam Documentation Price: \$69,900	Documentation Price: \$69,900 Sales Tax (Webcam Equip): Travel: Reimbursable Expenses: Total Price: \$69,900	Total Price: \$69,900 Add/Alternate(s): Adjusted Total Price: \$69,900

The Price will be invoiced as follows:

Setup Fee \$10,508 + (Monthly Invoice \$1,856 x 32 Months)

1.0 PHOTOGRAPHIC DOCUMENTATION

All Multivista Photographic Documentation described below includes photography services to be performed by Multivista Certified Photographer(s). The digital images produced for the contracted photo sets will be linked to the Project's actual construction drawings and indexed by time and location, creating interactive records via Multivista's proprietary software system, the Multivista Documentation Software ("MDS"). The MDS will be accessible to authorized Client users via a secure online interface.

1.1 PHOTOGRAPHIC DOCUMENTATION SERVICES:

The following services are included at no additional charge with all Scopes that have a Photographic Documentation component:

- Pre-documentation consultation(s) with the Client identifying Project-specific needs, appropriate documentation intervals and common or custom elements requiring detailed photo sets. If, based on these consultations, it is determined that the Scope of Services should be increased or decreased, a revised quote (Agreement) or addendum will be executed, with a revised fee, prior to documentation commencement.
 - Baseline schedule analysis in order to evaluate and estimate appropriate Multivista photo set intervals and durations.
 - Determination of optimal photograph locations/perspectives ("hotspots") based on the site plans and building floor plans provided by the Client or his agent(s) and designed to capture the total progress of construction at the agreed upon intervals and/or milestones.
 - A highly representative number of digital photographs at such intervals and for such durations, and at the specified milestones, as requested by the Client and set forth in the accompanying Agreement.
 - Linking each Multivista photo set to the appropriate location on the site plans and/or floor plans of the Client.
 - On-line hosting of the documentation on the Multivista website for the construction period covered by the documentation, and **12 Months** thereafter.
 - While hosted by Multivista, access to the documentation will be available through the password-protected online interface of the MDS via any internet connection.
- Access to the documentation via the MDS through:
 - The full (desktop) Multivista website.
 - The mobile Multivista website, which automatically recognizes mobile web-browsers and displays content in a format optimized for mobile devices. Availability and operation of features and functionality may vary from the full Multivista website. The mobile website is supported by Apple iOS, Android OS and Blackberry OS mobile devices.
 - The Multivista App, a native mobile application with an interface customized to the mobile application environment. Availability and operation of features and functionality may vary from the full Multivista website. The Mobile App is supported by Apple iOS and Android OS mobile devices, and is available for download via the Apple App Store and Google Play Store.
 - A Client Dashboard, which provides the following features to authorized users upon login:
 - A summary view of recent activity for all of the Client's projects; users can directly access the recent photos added for each project from this view
 - A map view of the physical locations of each of the Client's projects; users can directly access each project or photo set belonging to a project from this view
 - A "favorites" view containing photos that the user tagged using the Favorites feature (described below)
 - Access to a Webcam Dashboard, which displays an overview of all of the Client's Multivista Webcams;

- users can directly access each webcam project or specific webcam stream from this dashboard
- Access to the Comment feature within the MDS, which allows authorized users to perform the following actions:
 - Add private and public comments to the Project and documentation (entire shoots and individual photos) while hosted on the Multivista website.
 - Tag comments for keyword searches.
 - Generate visual lists of all Project activity and comments.
- Access to the Annotation Mode feature within the MDS, which allows authorized users to annotate ("mark-up") photos:
 - Users can add line, arrow, box, circle and text annotations to photos
 - Users can select the color, weight and style for each annotation
- Access to the Push Pin and Custom Hotspot features within the MDS, which allows authorized users to pinpoint and mark specific locations on the Project site plans/floor plans and upload images and files to those locations (see below). Users can specify which other users are able to view their Push Pins.
- Access to the Files upload feature within the MDS, which allows authorized users to do the following:
 - Upload photos and other files (i.e., PDF and Microsoft Office files) to a cloud-based repository within the Project
 - Upload and link photos and other files directly to the user's Push Pins or Custom Hotspots on the Project site plans/floor plans; these photos/files are also stored in the Project's cloud-based repository
 - Specify which other users are able to view their Files
- Access to the Albums feature within the MDS, which allows users to define and save custom photo sets from the Project photos or user-added photos. Users can specify which other users are able to view each of their Albums.
- Access to the Favorites feature in the MDS, which allows users to tag photos for inclusion in an exclusive display of the user's "favorite" photos.
- Two archive copies of the Project's Photographic Documentation upon completion in DVD, flash drive, hard drive, or other specified storage device format.
 - Comments present at the conclusion of the Project are preserved with the documentation in read-only format; the interactive Comment feature will not function on archive copies of the documentation provided by Multivista.
 - Push Pins and Custom Hotspots are not preserved on the site plans/floor plans Project documentation's archive copies
 - User-added Files are not preserved with the Project documentation's archive copies; Files are maintained

as organized by the user(s) and delivered to the Client as a separate archive upon completion

- Albums are not preserved separately in the Project documentation's archive copies; photos assigned to Albums are preserved and indexed according to time and location in their original photo sets.
- Favorites are not preserved separately in the Project documentation's archive copies; photos tagged as Favorites are preserved and indexed according to time and location in their original photo sets.

1.2 SHOOT TYPES

Progression:

"Progression" photo sets are performed at pre-determined intervals throughout the duration of construction. Progression photos broadly track all aspects of construction through time.

- Exterior Progression: Exterior progression photographs are taken from key perspectives along site perimeters and 360 degrees around each building envelope during erection. Exterior Progressions track the construction of building elevations and all work within the immediate vicinity of the building, including some site work. Exterior Progressions are performed at predetermined, approximate intervals or phases. Exterior Progression documentation typically begins at substantial framing, and not at commencement of site work. Exterior Progressions can begin at commencement of site work for the purpose of broadly capturing site work, upon request.
- Interior Progression: Interior Progression photographs track interior improvements from logical perspectives during construction. Interior Progressions are designed to capture the various trades coming together to build the interior over time. Interior Progressions are performed at pre-determined, approximate intervals or phases. Interior Progression documentation typically begins at substantial interior framing or the commencement of stud-work.

Exact-Built®:

Exact-Built® shoots capture current conditions, creating "visual as-builts" of critical milestones during construction. They offer a higher concentration of photos and perspectives than the Progression shoots and focus on aspects of particular interest or importance to the Client.

- Site Survey Exact-Built® (Pre-Construction): The Site Survey Exact-Built provides complete photographic coverage of the pre-existing conditions of a project site and its adjoining and immediately surrounding areas such as streets, curbs, sidewalks, structures and neighboring facilities.
- Foundation and Footings Exact-Built®: The Foundation and Footings Exact-Built provides detailed coverage of the structural elements, such as rebar and column plates, and

conditions of the foundation and footings for a building prior to cover-up. A specific focus for the shoot may be designated by the Client.

- Pre-Slab Exact-Built®: The Pre-Slab Exact-Built provides overlapping coverage of all roughed-in MEP, cabling systems and other structural components which will be covered up once a slab is poured or placed over them. Pre-Slab Exact-Built are captured post-inspection, if inspection is required, and just prior to the pour or placement of the slab.
- Underground Utilities Exact-Built®: The Underground Utilities Exact-Built typically captures the conditions and locations of major tie-ins for underground utilities where they directly connect to the project site, and their junctions at the building. This shoot is performed upon completion of the tie-in or junction, prior to cover-up. Where possible and as agreed upon by the Client and Multivista, additional coverage may be included.
- Subgrade Waterproofing Exact-Built®: The Subgrade Waterproofing Exact-Built captures in detail the conditions of waterproofing materials and their installation in exterior foundation walls prior to backfill.
- MEP Exact-Built®: The MEP Exact-Built documents the Mechanical, Electrical, Plumbing (MEP) systems and all other systems to be contained in walls and ceilings. The shoot is performed throughout the project, as required and as possible, to capture the systems in every wall and ceiling, post-inspection and pre-insulation, sheet rock or drywall installation. The process provides a high concentration of overlapping photographs, allowing all finished systems to be viewed in great detail even after they are covered up. Note that this will not capture pre-slab, site or in-slab-on-deck systems, or any other "horizontal" MEP work.
- Hydronic Heating Exact-Built®: The Hydronic Heating Exact-Built captures the installed hydronic heating system and surrounding conditions in a building prior to cover-up.
- Elevation Exact-Built®: Designed for specific needs to increase the concentration of photographs and allow greater zoom capability and resolution on aesthetic, EIFS or architectural detailing; the nature of these shoots can vary widely. Examples include window-flashing details or window-system details for glass-intensive buildings, radiused steel work (i.e., for a rotunda), EIFS system as-builts and cores or "lobbies" of exterior loaded buildings.
- Roof Exact-Built®: The Roof Exact-Built provides detailed photographic coverage of the installed materials and conditions of a building's roof at a specific construction

milestone designated by the Client. Typically, this shoot occurs prior to the installation of the roof's outer layer.

- Finished Interior Exact-Built®: The Finished Interior Exact-Built comprehensively documents the post-inspection conditions of all finished interior walls, ceilings and floors at Certificate of Occupancy or other "finished" milestone, as the Client designates.
- Existing Condition Exact-Built®: The Existing Condition Exact-Built is an exhaustive sweep of a project designed to capture every detail in its current condition before any further work commences. This shoot is often performed prior to major renovations, repurposing or maintenance work to delineate "before" and "after" conditions. It is useful to distinguish the work of different GCs or trades, documenting the exact conditions when one party's work has ended and before another's begins. This shoot may also be known as a Bright Line Exact-Built.

Custom Shoots:

Custom shoots may be designed by the Client in collaboration with and subject to approval by Multivista to meet specific project documentation needs not covered by formal Progressions or Exact-Built. These shoots may be specified to provide Progression-level overview coverage or Exact-Built detailed coverage.

Project Executive Summary:

A Project Executive Summary captures a broad overview of the project site limited to a maximum of 100 photographs. Project Executive Summary photographs are not linked to architectural plans in the same manner as formal Progressions and Exact-Built; however, they will be dated, labeled and stored in the Project's Albums.

Slideshows:

Slideshows capture miscellaneous occurrences or conditions on the Project site. These conditions are often those which do not fit neatly into the building envelope interface (e.g., materials stored on-site). Slideshow photographs are not linked to architectural plans in the same manner as formal Progression and Exact-Built photographs; however, they will be dated, labeled and stored in the Project's Albums. Slideshows are captured whenever a Multivista photographer is on-site to perform an Exterior Progression shoot. If the Project's Scope does not include Exterior Progression shoots, Slideshows will be captured at Multivista's sole discretion when a photographer is on-site.

1.3 PHOTOGRAPHIC DOCUMENTATION SPECIFIC TERMS AND CONDITIONS

1. **CONTINGENCY FEES:** Multivista will accommodate, without charge, limited additional items that may be captured during our scheduled visits and included in the Slideshow section of our service. Additional items requested which are of

- significant scope, in Multivista's sole discretion, may require a change order for additional fees.
2. **SERVICES:** Multivista shall provide professional services in accordance with the above agreed upon Scope of Services as set forth in the accompanying Agreement. Multivista will begin a Project Set-Up only after receipt of (a) electronic plans from the architect of the Project in an acceptable format, (b) a fully executed Agreement and (c) the Set-Up Fee. Thereafter, Multivista requires at least ten (10) business days for Project Set-Up *prior to the first shoot* contemplated by the aforementioned Scope of Services.
 3. **EXACT-BUILT® PHOTO SETS:** Because of the volatile nature of construction schedules, IT IS THE SOLE RESPONSIBILITY OF THE CLIENT TO PROVIDE MULTIVISTA AT LEAST 24 HOURS NOTICE PRIOR TO THE TIME THAT AN EXACT-BUILT® SET MUST BE PERFORMED. To the extent look-ahead schedules are made available to Multivista, Multivista will endeavor to communicate with the Project owner's representative or superintendent regarding upcoming Exact-Built® shoots. However, Multivista will not be responsible if such Exact-Built® shoots are not performed due to lack of notice pursuant to this provision.
 4. **CLIENT-GENERATED PHOTOGRAPHS:** Client-generated photographs may be submitted to Multivista for inclusion in the Photographic Documentation at a set interval, normally monthly or quarterly, agreed upon before the first set of client generated photographs is submitted. Acceptance by Multivista of any client generated photographs is subject to the following conditions and any submitted photographs which do not conform to these conditions will not be incorporated into the documentation:
 - a. Camera Requirements: Cameras used to take photographs must be:
 - i. Set up with the correct date and time
 - ii. Set up to shoot at 4 megapixels or smaller
 - b. Delivery Requirements:
 - i. Photographs are to be placed in sequentially ordered, dated folders. The dates recorded on the photographs must correspond to the dates on the folders which contain them.
 - ii. Delivery Folder Requirements:
 1. Folders must be named according to the following convention:
Folder I Name – (yyyy-mm-dd)
 2. Each photograph contained in a folder must reference the folder name in the file name.
 - iii. All Folders and their contents must be delivered to Multivista in DVD or flash drive format.
 - iv. The DVD(s)/flash drive(s) must be shipped to:

Multivista
 4132 Del Rey Ave.,
 Marina Del Rey, CA 90292
 5. **EARLY COMPLETION AND ADDITIONAL BUILD TIME:** Exterior and Interior Progressions shoots in excess of the agreed to in the original Scope of Services (see the accompanying Agreement), if required, will be priced as needed. Additional Exact-Built® shoots will be priced individually.
 - i. If Client is submitting photographs at a monthly interval, submissions must not exceed one hundred (100) photographs per month.
 - ii. Multivista will not and is not responsible for quality-checking of client-generated photographs.
 - iii. Multivista does not assume any responsibility for content captured in the submitted photographs.

2.0 MULTIVISTA BIM INTEGRATION

All services described below for integration of Multivista Photographic Documentation into Client BIM models include integration by Multivista BIM Specialists. Integration services are quoted in the accompanying Agreement in terms of the number of floorplans and Multivista shoot types to be integrated into a BIM model.

2.1 BIM INTEGRATION SERVICES: The following specifications and services are included at no additional charge for all Scopes that include Multivista BIM Integration:

- Pre-integration consultation with the Client and technical staff, including support documentation to describe the integration method and process. Integration is possible at the project or floorplan level.
- Technical support and training provided by Multivista for the Client and Multivista-integrated BIM model project

- users. Support and training is strictly limited to Multivista-integrated components within the BIM model.
- Hyperlink-based integration performed by Multivista BIM Specialists allows direct access to Multivista Photographic Documentation from within the Client's BIM model without affecting model performance.
 - Custom Multivista objects inserted into the BIM Model by Multivista BIM Specialists contain hyperlinks which lead to specific Multivista photographs. The Multivista objects are positioned within the BIM model to correspond to the location

and orientation of their linked photographs in the Multivista Photographic Documentation.

- Multivista objects' hyperlinks may be tied to live Photographic Documentation hosted by Multivista through the MDS or to Photographic Documentation contained in a completed project's archived copy. Integration with live Photographic Documentation is recommended.
- Multivista objects' hyperlinks open the linked photographs within their native environments, being the MDS online interface (for live Photographic Documentation) or the offline archive copy (for completed, archived Photographic Documentation). Authorized users can access all features and functionality available to them in the photographs' native environments.
- Access to live Photographic Documentation via hyperlinks in a Multivista-integrated BIM model is

controlled by the password-protected online interface for the MDS.

2.2 BIM INTEGRATION TYPES

- Autodesk® Revit® BIM Models: Multivista BIM Integration is compatible with Revit® software-based BIM Models. Multivista-integrated Revit® BIM Models provide direct hyperlink (clickable) access to corresponding photographs contained in live or archived Multivista Photographic Documentation.
- Autodesk® Navisworks® BIM Models: Multivista BIM Integration is compatible with Navisworks® software-based BIM models. Multivista-integrated Navisworks® BIM Models provide direct hyperlink (clickable) access to corresponding photographs contained in live or archived Multivista Photographic Documentation. Multivista BIM Integration for Navisworks® BIM models is also compatible with the Autodesk® BIM 360™ Glue/Field environments.

3.0 VIDEO DOCUMENTATION

All Video Documentation described below includes videography to be performed by Multivista Certified Videographer(s). Video services are quoted in the accompanying Agreement in terms of a rate per scheduled on-site hour for each videographer.

3.1 VIDEO DOCUMENTATION SERVICES: The following specifications and services are included at no additional charge for all Scopes that include a Video Documentation component:

- Pre-production scheduling and coordination with the Client and participants in the video project.
- Pre-production estimating.
- Editing and Post-Production Services:
 - Client Branding/Watermarking
 - Segment/Chapter Creation, including Chapter Headings, Title Pages and relevant information on title pages (ie., equipment or event specification, model numbers, dates, training module identification)
 - Video Rendering
 - Video and Audio Optimization
 - Resizing for Client-server streaming, if requested
- Travel time to and from site within metro area.
- 1920 x 1080p HD (16:9 Aspect Ratio) video format.
- A copy of each complete video in DVD, flash drive, thumb drive or hard drive format.
- If client has contracted for Digital Photographic Documentation services on the same Project, integration of video(s) into archived versions of the photographic documentation upon completion of all documentation.

3.2 VIDEO TYPES AND APPLICATIONS

The primary video types performed by Multivista include:

- Facilities Management Video: An example of a very beneficial Facilities Management video is one that captures Operations and Maintenance Training of key equipment

and systems. Multivista videos will capture each trainer illustrating the operational details of your equipment and systems, including points of emphasis as well as questions, answers and dialogue that will allow you to fully recall the operational and maintenance details if and when a system problem arises in the future.

- Training Videos: At the client's option, training videos' subject matter can vary from safety to software training on remote monitoring systems. As with all Multivista productions, the high-tone video and audio will ensure that the material being taught and all Q&A, discussions and gestures do not lose their significance. Gain efficiencies by training once and adding these videos to your permanent learning library.
- Construction Videos: Some construction events require documenting because of their critical nature during performance and are too dynamic to capture with any media other than video. For example, tilt-up wall erections, assembly of pre-fabricated components into final structures and crane erections are all worthy subjects of a Multivista video production.
- Inspections: Inspections can sometimes benefit from the audio input and dynamic nature of video documentation. A video record may be a valuable addition to your digital photographic Exact-Built® when it is important to hear the inspector's comments and have them well-documented in conjunction with the visual aspects of the

subject of inspection, i.e., special inspections, life-safety inspections or MEP systems. Moreover, inspection videos can double as excellent additions to your training library for superintendents and project managers.

- **Events:** Sometimes you may just want to capture the moment. A topping off, a ground breaking ceremony or building turnover are examples of popular topics for videos that capture history in the making.

3.3 VIDEO SPECIFIC TERMS AND CONDITIONS

I. **ON-SITE HOURS:** Video services are quoted in the accompanying Agreement in terms of a rate per scheduled on-site hour for each videographer. Scheduled on-site hours are estimated with the Project team in advance of the videographer arriving on site and should be based on a coordinated and detailed schedule that includes all participants for each segment of the production. If actual on-site hours are less than scheduled on-site hours, the Client will receive a credit per hour difference at ____% of the quoted rate, subject to the following conditions:

- a. If a videographer is on-site at a scheduled time, idle time will be considered actual on-site hours notwithstanding the readiness of the participants;
- b. Actual on-site hours will at all times include time related to the production and its participants, including, but not limited to, coordinating participants, preparing production areas, staging, providing participant instructions for

production quality, answering participant questions and actual production (i.e., videotaping);

- c. Any scheduled on-site session shall be no less than _____ hours. If, after the videographer arrives on-site at a scheduled time or for a scheduled session, the scheduled session or any portion thereof is cancelled, the minimum on-site session time will be charged against the estimated scheduled on-site hours regardless of whether the actual on-site hours were less than the minimum. Cancellation of a scheduled on-site session must be given within 24 hours of that session or the minimum on-site session time may be charged against the estimated scheduled on-site hours in Multivista's sole discretion.

2. **NO DISCRETIONARY EDITING:** No discretionary content editing will be performed by Multivista. Multivista does not opine on the relevance of any content and, notwithstanding chapters and segmentation per the Client's direction, at all times will the full duration of the videotaped content be included in the deliverable. In the instance that explicitly superfluous downtime exists in a produced video, Client may approve omission of the downtime in writing to Multivista and Multivista will delete this content.

3. **ONLINE HOSTING, STREAMING OR STORAGE:** Multivista does not provide online hosting for, server or online storage of or streaming of video service content at this time. If this service becomes available after a production has been created, Multivista will provide the service to the Client upon request. Additional fees may apply. Video can be rendered, optimized and resized for the Client to stream from the Client's servers at no additional cost.

4.0 WEBCAM DOCUMENTATION

All Webcam Documentation described below includes webcam equipment and hosting services to be provided by Multivista as quoted per camera in the accompanying Agreement, and in accordance with all terms and conditions defined in the Agreement and contained herein.

4.1 **WEBCAM DOCUMENTATION SERVICES:** The following specifications and services are included at no additional charge for all Scopes that include a Webcam Documentation component:

- Delivery of webcams as specified in the Agreement and related equipment; related equipment includes:
 - For all webcams:
 - > Power Supply (Power Over Ethernet module)
 - > Wall Bracket
 - > Enclosure
 - For all Fixed webcams:
 - > Pendant
 - For all Wireless Connection webcams:
 - > Wireless component
 - For all Cellular Connection webcams:
 - > Modem
 - > Modem Bracket
 - > Antenna
 - Additional/Optional equipment or components as expressly agreed upon by the Client and Multivista per the terms of the Agreement.

- Camera positioning and manual focus adjustment as required.
- Optimization of camera setup for available bandwidth and lighting at the internet connection source and camera location(s).
- Configuration of pre-sets and bounds for Pan-Tilt-Zoom (PTZ) webcams.
- Web hosting via integration into the MDS per the terms of the accompanying Agreement; including:
 - Integration into existing MDS projects as appropriate.
 - Live 24/7 image stream with 1200x800 resolution.
 - > Streamed at fifteen (15) to six (6) frames per second via direct/wired or wireless DSL or cable connection, dependent on available on-site bandwidth.
 - > Streamed at speeds of six (6) frames per second to four (4) frames per minute via cellular connection, dependent on available cellular bandwidth.

Note: A higher frame-rate may be achieved as permitted by cellular bandwidth availability, but no warranty or guaranty is included.

- Stream re-broadcasting capabilities for unlimited concurrent users, under most usage conditions.
- While hosted by Multivista, access to the live stream and static images will be available through the password-protected online interface of the MDS via any internet connection.
- A publicly viewable, restricted functionality display page for the live stream feed.
- Provisions for embedding the live stream feed into the Client's website.
- Access to the Client's Webcam Documentation via the MDS through:
 - The full (desktop) Multivista website.
 - The mobile Multivista website, which automatically recognizes mobile web-browsers and displays content and controls in a format optimized for mobile devices. Availability and operation of features and functionality may vary from the full Multivista website. The mobile website is supported by Apple iOS, Android OS and Blackberry OS mobile devices.
 - The Multivista Mobile App, a native mobile application with an interface customized to the mobile application environment. Availability and operation of features and functionality may vary from the full Multivista website. The Mobile App is supported by Apple iOS and Android OS mobile devices, and is available for download via the Apple App Store and Google Play Store.
- A Client Webcam Dashboard, which provides an overview of and centralized access each of the Client's live webcam streams, across all projects.
- A Project Webcam Dashboard within each project that includes a Webcam Documentation component, which provides quick, centralized access to all live webcam streams for projects with multiple cameras.
- Static images captured and archived at fifteen (15) minute intervals between 6:00am and 6:00pm local time (time zone in which the Project site is located).
- Time-lapse videos created once the Project has been online and actively hosted through the MDS for more than 60 days. Time-lapse videos are updated on a weekly basis and are available for viewing by all MDS users so authorized by the Client.
- Automated remote monitoring of camera functionality; notification of loss of connectivity or power via email and follow-up by network technicians in the event of camera downtime.
- Access to the Comment communication feature within the MDS which allows authorized users to perform the following actions:
 - Add private and public comments to the Project and static images while hosted on the Multivista website.
 - Tag comments for keyword searches.
- Generate visual lists of all Project activity and comments.
- Authorized users can interact with static images captured from live webcam streams in the following ways; refer to section **I.1 Photographic Documentation** for further details of these features:
 - Mark-up images using Annotation Mode
 - Add images to specific locations marked with Push Pins or Custom Hotspots on the site plans/ floor plans
 - Add images to Albums (user-defined photo sets)
- Tag images as Favorites

4.2 WEBCAM AND CONNECTION TYPES

- Fixed Position Webcam: Fixed cameras, as the name implies, are stationary. They are manually aimed at the location of interest at the time of setup. There may be some limited zoom capability, but this is also typically set at the time of camera installation.
- Pan-Tilt-Zoom (PTZ) Webcam: Pan-Tilt-Zoom cameras have onboard servo-motors that allow the camera to pan the area of interest, tilt to different up/down orientations and zoom in/out on frames, all of which can be controlled remotely. This affords the camera a much larger field of view – typically 360° for horizontal panning and approximately 220° for vertical tilting. Optical zoom capabilities for the cameras are typically twenty (20) times magnification.
- Wired Connection (DSL/Cable): This is a direct Ethernet connection between a webcam and a DSL or Cable internet connection. Wired Ethernet provides the best performance in terms of reliability and bandwidth. If there is already internet connectivity at the Project site, it is typically a simple process for the Client to procure a second dedicated connection with a Static, Public IP Address through which to stream the live feed from a webcam.
- Wireless Connection: Wireless connections involve the addition of a 5.8GHZ wireless router to the wired connection setup. This setup is appropriate when the desired camera location is farther than one hundred (100) meters or three hundred twenty-eight (328) feet (the maximum run for wired Ethernet) from a dedicated internet connection. In this case, it is possible to use a system of wireless antennas to relay the signal from the remote camera to the base station where the internet connection resides. This system is reliable; however, it is more complex to set up as it requires power and antenna installations at multiple locations.

- **Cellular Connection:** In the event that the camera location may be provisioned with power, but no internet connectivity is available at a particular location, a standalone cellular modem may be used to transmit the images and stream the live feed from the webcam. The availability, quality and pricing of cellular coverage changes rapidly with market conditions and network improvements, but most installations utilize a 3G data plan with between 10GB and 20GB of monthly bandwidth. This affords some level of limited video streaming, although the quality, frame-rate and size may need to be reduced based on network speeds and bandwidth availability.

3. Provisioning an internet connection to the equipment

- c. If Multivista, per the Scope of Services and terms of the accompanying Agreement, assumes the responsibility of installation set forth in Section I.b.iii, above, it shall not relieve the Client of any other obligations set forth in these terms and conditions. Further, it is acknowledged and agreed that Multivista may, in its sole and absolute discretion, subcontract the installation and setup work to a licensed subcontractor and that a customary mark-up of said contractor shall apply.

4.3 WEBCAM SPECIFIC TERMS AND CONDITIONS

I. WEBCAM INSTALLATION AND SETUP:

- a. **Multivista Responsibilities:** Multivista will deliver to the Client all webcams and related equipment included with the webcam and connection type(s) specified in the accompanying Agreement and as listed in Section 3.1, above. Multivista may assist with and provide support for webcam and connection setup at its discretion, but is not itself responsible for installation or setup of any webcam equipment unless otherwise stated in the Scope of Services of the accompanying Agreement. Multivista will provide the Client and any third party installer(s) contracted by the Client with the systems' settings and configurations required for optimal connectivity between the webcam, its internet connection source and the MDS.
- b. **Client Responsibilities:** The Client is responsible for providing all of the following, which are necessary to installation and setup of Multivista webcams:
 - i. The Client will provide and prepare a suitable camera mounting location with appropriate lines of sight to the location of interest for each webcam and in accordance with all local codes and requirements. For Wired Connection webcams, the mounting location must be within three hundred twenty-eight (328) feet of the internet connection source.
 - ii. The Client will supply all equipment, components and/or materials required for webcam installation not included in Section 3.1 above, in the terms of the Agreement or by prior, express agreement by Multivista.
 - iii. Unless otherwise stated in the Scope of Services of the Agreement, the Client is responsible for the actual installation of all webcams and related equipment including, but not limited to:
 - 1. Mounting cameras and supporting components
 - 2. Provisioning and connecting power to the equipment

2. **EQUIPMENT MAINTENANCE:** The Client is solely responsible for the maintenance and operation of all webcams and related equipment, except as expressly otherwise stated in this document. The Client will provide an onsite contact who is able to perform basic services as necessary for the maintenance and operation of the webcam including, but not limited to:

- a. Testing
- b. Power-cycling
- c. Checking/confirmation of indicatory status lights

3. **EQUIPMENT REPLACEMENT:** Multivista will assist the Client with manufacturer warrantee claims/exchanges to the extent of returning defective equipment (as defined by the manufacturer) to the manufacturer and delivering any replacement parts/equipment from the manufacturer to the Client. Multivista is not responsible for any replacement costs or equipment repairs except where Multivista is explicitly responsible for the damage, defect or malfunction of the webcam equipment. Costs of damaged equipment caused by the Client, Force Majeure (see Section 13. of the General Terms and conditions below) or any other party other than Multivista shall be the responsibility of the Client; including all costs associated with repair, replacement, re-setup and reinstallation.

4. **AVAILABILITY OF SERVICE:** Given the nature of wireless radio engineering it is impossible to predict with absolute certainty that a site will have wireless internet accessibility and coverage. Actual coverage and signal levels may differ from coverage maps provided by a wireless internet provider, and may be affected by things such as terrain, weather and buildings. Multivista does not guarantee wireless coverage.

5. **INCIDENTAL/INADVERTANT FOOTAGE:** Multivista disclaims any responsibility for conditions, persons or events captured incidentally or in the periphery of the subject the webcam is intended to capture. The Client shall be solely responsible for any claims that arise out of such incidental, inadvertent or peripheral footage captured via the Multivista Webcam service.

6. **LAWFUL PURPOSE:** The Client may only use the Multivista Webcam service for lawful purpose(s). Transmission of any material in violation of any federal, state or local law is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene,

pornographic, profane or material that is protected by trade secrets.

7. **END USER WIRELESS SERVICE AGREEMENT:** If the Client elects to access or use a wireless service facilitated by a service agreement between Multivista and a wireless service provider, the Client expressly understands and agrees that it has no contractual relationship whatsoever with the underlying

wireless service provider or its affiliates or contractors and that the Client is not a third party beneficiary of any agreement between Multivista and the underlying carrier. In addition, the Client acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable, or other liability of any kind to the Client and the Client hereby waives any and all claims or demands therefor.

5.0 UPGRADE PACKAGES

Upgrade packages consist of advanced services and/or software features which can be applied to Multivista's standard service offerings.

5.1 MULTIVISTA PLUS UPGRADES: The Multivista® PLUS upgrade package provides a menu of premium services and software features which enhance and expand upon Multivista documentation. Where a Multivista PLUS offering corresponds directly to a standard service offering, the PLUS version of the offering is inclusive of all standard services, software, and deliverables provided per sections 1.1, 3.1, and 4.1, except as otherwise expressly stated in the Agreement.

- Site-Walk 360°™: Site-Walk 360° is a Multivista PLUS offering available for interior Photographic Documentation

shoot types, currently MEP and Finished Interior Exact-Built only. Site-Walk 360° includes:

- Immersive 360° panoramic photography services captured with 3-D cameras.
- While the documentation is hosted by Multivista, immersive, 3-D viewing and navigation functionality via the full (desktop) Multivista website or Multivista App.
- Immersive 360° panoramic content captured by 3-D cameras is not preserved in archive copies of the documentation.

MULTIVISTA SERVICE FEATURES - INCLUSIONS AND EXCLUSIONS

SCOPE COMPONENTS	SERVICE FEATURES	FORMATS			
		ONLINE Full Website (Desktop)	ONLINE Mobile Website	MOBILE APP Native application	ARCHIVE COPY ² (Offline)
PHOTOGRAPHIC DOCUMENTATION	Interactive Architectural Floor Plans	YES	YES	YES	YES
	Interactive High-Resolution Photos	YES	YES	YES	YES
	Location Indexing	YES	YES	YES	YES
	Chronological (Date) Indexing	YES	YES	YES	YES
	Zoom Capability on Floor Plans and Photos	YES ¹	YES ¹	YES ¹	YES ³
	Photo Preview from Floor Plan (Hover and Thumbnail Views)	YES	N/A	YES	YES
	Show / Hide Comments and Photo Numbers	YES	NO	NO	YES
	Floorplan Navigator Within Photo Viewer	YES ¹	N/A	N/A	YES
	Automatic Slideshow Controls	YES	NO	NO	YES
	Comment on Photos	YES ¹	NO	YES ¹	YES READ ONLY
	Tag Keywords, Search and Generate Reports from Comments	YES ¹	NO	NO	NO
	Generate 4-View Printable Photos	YES ¹	N/A	N/A	NO
	Email Export Photos	YES ¹	NO	NO	NO
	Annotation Mode – Add Annotations to Photos	YES ¹	NO	YES ¹	NO
	Push Pins – Add Push Pins (“Custom Hotspots”) to Floor Plans	YES ¹	NO	YES ¹	NO
	Files – Upload Photos and Files to Project and Push Pins	YES ¹	NO	YES ¹ Photos Only	NO ⁴
Albums – Define and View Custom Photo Sets	YES ¹	NO	YES ¹ On Photo Upload	NO	
Favorites – Tag and View “Favorite” Photos as a Custom Photo Set	YES	NO	NO	NO	
VIDEO	High-Definition Video Segments	YES	NO	NO	YES
WEBCAM	Live Stream	YES	YES	YES	N/A
	Pan-Tilt Zoom Controls	YES	NO	NO	N/A
	Archived Photos	YES	NO	YES	YES
	Automatic Slideshow Controls	YES	NO	NO	YES
	Comment on Photos	YES	NO	YES	YES READ ONLY
	Tag Keywords, Search and Generate Reports from Comments	YES	NO	NO	NO
	Generate 4-View Printable Photos	YES	N/A	N/A	NO
	Email Export Photos	YES	NO	NO	NO
	Time Lapse Video	YES	NO	YES	YES
	Public Feed	YES	N/A	N/A	N/A
	Embed Live Stream or Images into Client Website	YES	N/A	N/A	N/A

¹ This feature is not currently supported for immersive 360° panoramic photo content (Site-Walk 360°™).

² Immersive 360° panoramic photo content (Site-Walk 360°™) is not included in the Archive Copy.

³ Archive Copy (Offline) does not support mouse-wheel zoom of floorplans. Zoom is achieved via clicking on control buttons

⁴ User-added Files are returned to Client as a separate archive.