



**ALLELON**  
SYSTEMS INTEGRATION, LLC

**Olmsted Community Church**  
OLMSTED FALLS, OHIO

# PROPOSAL

**Client**

Olmsted Community  
Church

**Project**

Sanctuary Video &  
Audio Improvements

**Proposal #**

**20-1097**

# HOW ARE WE DIFFERENT?

## PHILOSOPHY

The heart of Allelon Systems Integration, LLC is centered around the meaning and idea of “Allelon”. Allelon comes from the Greek word meaning mutual, together, or reciprocal.

This one core idea impacts every aspect of our business and is at the foundation of how we conduct business itself. Our client, vendor, and internal relationships all hinge on the concept of Allelon. Creating strategic long-term partnerships allow us to share an extended vision with our clients and partners.

We look to exceed the expectations of our clients through listening and sharing of their vision and goals by forming relationships from what could normally be considered day to day business transactions.

## VALUES

We provide and support solutions that enhance client’s experiences with audio, presentation, and collaboration technology.

We believe in demonstrating an unwavering commitment to our customers by ensuring every project meets with success. We value transparency, humility, and forthrightness as our primary business values.

Allelon values our community by investing a portion of our time, experience, and materials to helping deserving charities and nonprofit groups receive free or reduced price audio visual systems.

We ask our clients to partner with us by donating any unneeded or surplus equipment to this venture.

## EXPERIENCE

Allelon members collectively have over 80 years of audio visual and low voltage systems experience. Our managing members have advanced technical knowledge in nearly every aspect of the design, programming, and installation of AV equipment.

Allelon has travelled throughout the United States completing projects of varied size and scope. While having the experience to complete large and complex projects our nimble size also helps us excel with projects of all sizes.

Our experience leads us to focus on two main tenants of a project – client expectations and final commissioning. These two items will overwhelmingly define the success of a project and you will see it is where we will practice Allelon.

# PROJECT OVERVIEW

<b>DATE</b>	September 2, 2020
<b>CLIENT</b>	Olmsted Community Church
<b>CONTACT</b>	Reverend Steven Gower (440) 235-3326
<b>ADDRESS</b>	7853 Main Street Olmsted Falls, Ohio 44138
<b>SITE ADDRESS &amp; CONTACT</b>	7853 Main Street Olmsted Falls, Ohio 44138
<b>EXECUTIVE SUMMARY</b>	Olmsted Community Church would like to enhance their congregations worship experience by enhancing technology for in person and live stream church services. Several options are presented for review and consideration – all pricing is shown in an a la carte fashion.
<b>TIMELINE</b>	No definitive timetable is known at this time.
<b>ALLELON CONTACT</b>	Steve Parrott, CEO Tel: 1.800.351.1155 x 800 Cell: 440.241.2817 <a href="mailto:steve.parrott@allelonsystems.com">steve.parrott@allelonsystems.com</a>
<b>VALID UNTIL</b>	October 2, 2020

Allelon hopes this proposal and supplemental information provides a detailed summary of our approach to your audio/visual needs. If any time you have a question, please ask! We strive to be transparent in our processes and throughout all phases of a project.

# DASHBOARD TIMELINE

DESIGN . PLAN . PROCURE		ANTICIPATED DURATION
PREPARE	DESIGN. Allelon will complete a thorough review of the design and prepare drawings to ensure system functionality.	One Week
	PLAN. Allelon will work with you to coordinate installation details and any items required by other contractors.	One Week
	PROCURE. Allelon goes beyond just purchasing products. We plan procurement to meet our client’s schedules and we stage, test, and program equipment for more efficient installations.	Four - Six Weeks
INSTALL . COMMISSION . PROGRAM		ANTICIPATED DURATION
DELIVER	INSTALL. Our team of installers are professionals that specialize in audio visual Installations and hold industry certifications and associated training to ensure rigorous quality standards are met or exceeded.	One Week
	COMMISSION. Installations often are made or lost during this phase. Commissioning entails the detailed process of ensuring AV systems function as designed. Final adjustments to audio settings or video equipment are critical in sophisticated systems.	One Day
	PROGRAM. System programming goes hand in hand with commissioning. Ensuring our code/programs are well written and tested thoroughly ensures a good start for the end users.	One Day
TRAIN . DOCUMENT . SUPPORT		ANTICIPATED DURATION
PROTECT	TRAIN. Audio visual systems are only useful when people understand how to use them. While we always strive for simple to use and intuitive systems our training will ensure your investment is utilized to its fullest potential.	One Day
	DOCUMENT. Equipment lists, as-built drawings, and backup copies of all programming files will be stored in our systems and provided to you. Allelon will ensure you have the documentation you require to maintain and service your systems.	N/A
	SUPPORT. From preventative maintenance to service requests Allelon will be there to support you.	One Year Warranty Included

The durations and sequences listed above are a guideline only – a detailed implantation schedule will be created during the Planning Stage and depends on construction schedule, final design and options chosen.

# PROJECT BREAKDOWN

	Description
System Infrastructure	<p>A complete infrastructure package has been designed to supplement current and future audio and video systems. The following cabling infrastructure will be installed to support all a la carte options presented in this proposal as well as future audio system improvements. For future locations cabling will be left as close as possible to the intended location of the device. All cabling will be concealed as much as possible.</p> <ul style="list-style-type: none"> <li>• Video Distribution – 5 Cat6A drops will be installed to (2) display locations on either side of the main altar area, (1) confidence monitor, (1) cry room, and (1) future nursing room.</li> <li>• PTZ Camera Locations – 4 Cat6, SDI video, and low voltage power lines will be installed for (2) side PTZ locations, (1) center balcony location, and (1) music / congregation camera location.</li> <li>• Future Digital Audio – (3) Cat6 lines will be installed from the small rack in the front hallway to the balcony mix location to support future audio networking and control systems.</li> <li>• Future Speaker Location – (4) speaker lines will be installed to support future column speakers and new balcony fill speakers.</li> </ul>
Video Display Distribution & Display Installation	<p>An OCC provided computer will be connected to an Extron distribution amplifier to send 4k video to 4 displays over cat6a cabling. One Extron DTP HD DA4 4K 230 will be utilized to ensure future capabilities for enhanced control and monitoring of displays as it features remote powering of DTP receivers (located at the displays), EDID Minder®, Key Minder®, and selectable output muting.</p> <p>Four Extron DTP HDMI 4K 230 receivers will be installed at display locations to receive video from the main distribution amplifier. Four commercial Peerless display mounts will be utilized to install displays provided by OCC or Allelon (depending on options chosen).</p>
Main 85" Commercial Displays	<p>Three 85" LG commercial displays with a 4k native resolution will be provided for the main sanctuary and will be installed on either side of the front wall of the church, on the balcony face. One 42" LG commercial display will be installed in the nursing room above the window. All the LG commercial displays carry a three-year warranty and support integration into a system wide control platform.</p>
Main 75" commercial Displays	<p>Three 75" LG commercial displays with a 4k native resolution will be provided for the main sanctuary and will be installed on either side of the front wall of the church, on the balcony face. One 42" LG commercial display will be installed in the nursing room above the window. All the LG commercial displays carry a three-year warranty and support integration into a system wide control platform.</p>

Pro Streaming Encoder

A Extron SMP 351 series encoder will be provided to allow for simultaneous streaming and recording solution that will be simple for volunteers to utilize. The front panel buttons and LCD display provide a simple interface to manage, configure, monitor, and control the unit for a wide variety of applications. RTMP and RTMPS streaming protocols support popular third party hosting services like faithlife, YouTube Live, Facebook Live, and others. By using a third party encoder you are never locked into using a particular streaming service.



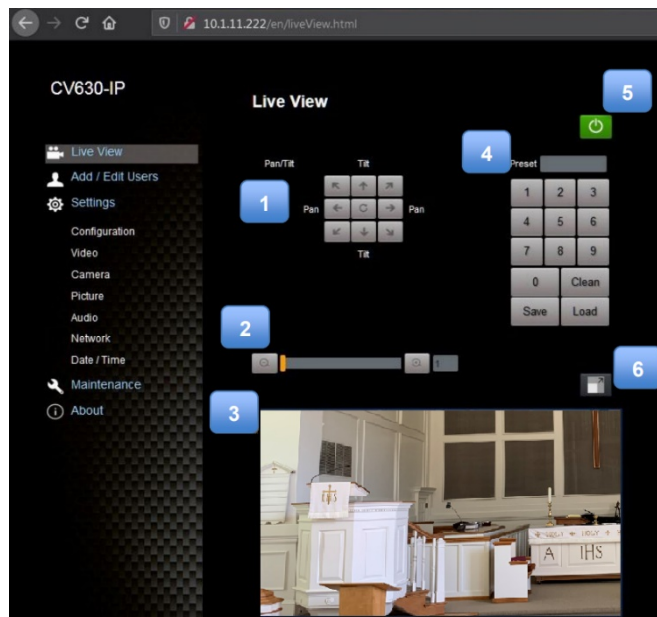
The encoder can display one or two high resolution sources in various window arrangements, including picture-in-picture and picture-by-picture arrangements for optimal interpretation. The unit also features advanced audio control over audio levels, filtering, and dynamics for a quality and consistent audio experience.

Other features such as scheduling using the iCalendar or Exchange, preset format controls, and the embedded webpage make the Extron 351 a reliable and long lasting choice for houses of worship. The Extron 351 can work with OCC's existing Sony Handicam or with the PTZ camera options presented in this proposal.

Single PTZ Camera

A Marshall CV630-IP camera will be installed on the center balcony rail to support live streaming and recording of church services. The CV630-IP has an 8-megapixel 1/2.5" sensor capturing up to Ultra-HD 3840x2160p video, with support for HD 1920x1080p, and 1280x720p resolutions. Its 30x zoom and pan tilt controls would provide various viewing options for remote congregants.

The CV630-IP can integrate with an advanced encoding processor such as the Extron 351 or server as a standalone entry level encoder providing options and connections to various streaming platforms. It offers audio inputs with embedding for an out of the box streaming package. Control of the PTZ camera, presets, and streaming functions can be accomplished via an embedded webpage.



A Luxul 8 port PoE network switch will be installed to power the PTZ camera and provide future capabilities as the AV system grows.

<p>Advanced Control and PTZ Cameras</p>	<p>Two additional Marshall PTZ cameras would be installed either on the side of the sanctuary or at the front of the church depending on OCC's needs. Additionally, a seamless SDI switcher would provide switching of the three cameras to the streaming encoder (this requires the Pro Streaming Encoder Option). The additional cameras would provide enhanced views and camera angles for remote congregants. A three-screen preview monitor will be installed in the balcony technology location to give an operator preview shots of the various cameras.</p> <p>An Extron control processor and 7" touch panel will be installed to provide system wide control for the entire video, camera, and encoding systems. The touch panel will be custom configured to simplify the overall operation of the AV system. It will integrate camera control, camera switching, display power, and encoding functions into one easy to use interface and eliminate the need for volunteers to use the embedded web pages of the encoder or cameras.</p> <p>Additionally, a small desktop equipment rack and needed accessories will be installed to house the added AV equipment</p>
<p>Preschool Display Installation</p>	<p>Allelon will install three OCC provided displays in three sanctuary rooms. Commercial mounts will be utilized to ensure a robust and safe installation.</p>



**Additional Notes & Common Allelon Inclusions**

<p>1</p>	<p>Allelon's one-year parts and labor warranty is included for all new equipment. Please note after hours support and emergency service are not included in the basic labor warranty.</p>
<p>2</p>	<p>Complete documentation package including programming files, drawings, &amp; quick reference guides. One - Four hours of training is also included depending on options chosen.</p>
<p>3</p>	<p>One follow up visit after 30 days from completion for final adjustments and a systems check.</p>
<p>4</p>	<p>End User training to ensure AV systems are utilized to their fullest potential.</p>

### Customer Responsibilities & Exclusions

1	All conduit, junction boxes, AC power (receptacles), concrete penetrations, and any other related electrical work. AC power will be required at the display locations.
2	Patching, painting, sheetrock repairs, millwork modification, or final finishes of building's surfaces
3	PE stamped drawings or licensed engineering review
4	Relocation of any building infrastructure components such as HVAC, plumbing, or conduit
5	Building structural modifications including cutting, welding, or reinforcement of steel supports
6	Network coordination if wireless access is desired for any embedded web page control.
7	Providing a computer for use in slide / presentations.
8	Providing data drop for streaming encoder options.



# PRICING SUMMARY

<b>Client</b>	<b>Project</b>	<b>Proposal #</b>
Olmsted Community Church	Sanctuary Video & Audio Improvements	20-1097

Base Options (Choose Only One)	Description	Cost
System Infrastructure	System Infrastructure for all options and future needs	\$ 6,990
Video Display Distribution & Display Installation	Digital Video Processing & Distribution System	\$ 4,635
Main 86" Commercial Displays	Commercial Grade 85" Displays for Sanctuary	\$ 8,415
Main 75" commercial Displays	Commercial Grade 75" Displays for Sanctuary	\$ 5,498
Pro Streaming Encoder	Multiwindow Streaming Encoder	\$ 4,135
Single PTZ Camera	PTZ Camera / Basic Streaming Encoder	\$ 3,794
Advanced Control and PTZ Cameras	Additional PTZ Cameras and System Wide Control	\$ 15,150
Preschool Display Installation	Preschool Display Installation	\$ 799
<b>Total</b>		<b>\$ N/A</b>
Ohio Sales Tax		\$ N/A

Payment Schedule	
1	25% Down payment upon Proposal Acceptance
2	Balance Progress Billed Monthly – NET30 Terms

Allelon Systems Integration, LLC

Olmsted Community Church



9-2-2020

Stephen Parrott  
Allelon Systems Integration, LLC

Accepted by

Date

Printed Name

This Proposal and all work, services, and equipment provided under it shall be governed by the Terms and Conditions, attached to this estimate, and made part hereof. By signing this estimate, you agree to be bound by these Terms and Conditions.

# Terms & Conditions

## 1. Applicability.

(a) These terms and conditions for services (these “**Terms**”) are the only terms that govern the provision of services by Allelon Systems Integration, LLC (“**Service Provider**”) to the customer (“**Customer**”) as specified in the project proposal.

(b) The accompanying project proposal (the “**Project Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Project Proposal (or any other document), the Terms shall govern.

(c) These Terms prevail over any of Customer’s general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

## 2. Services and Products. Service Provider shall provide the services and products to Customer as described in the Project Proposal (the “**Services**” and the “**Products**”) in accordance with these Terms.

## 3. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the Project Proposal, and any such dates shall be estimates only.

## 4. Customer’s Obligations. Customer shall cooperate with Service Provider in all matters relating to the Services and Products and provide such access to Customer’s premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider, for the purposes of performing the Services;

## 5. Customer’s Acts or Omissions. If Service Provider’s performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

## 6. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services and Products by Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the Project Proposal. All fees shall be paid in US dollars.

(b) Customer shall pay all invoiced amounts due to Service Provider within thirty (30) days from the date of invoice. Customer understands that Customer may receive multiple invoices from Service Provider.

(c) In the event payments are not received by Service Provider within 30 days after becoming due, Service Provider may charge interest on any such unpaid amounts at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid. Customer agrees to reimburse and pay Service Provider for any attorney fees and collections fees associated with the enforcement of this Section 6.

(d) Credit Card payments shall be subject to a 3% processing fee.

## 7. Taxes.

(a) Prices and/or fees quoted by Service Provider are inclusive of any taxes, levies, duties, or other governmental charges, shipping, and insurance unless otherwise specifically outlined within the Project Proposal. If Customer is exempt from any tax, proof of exempt status is required prior to order acceptance.

(b) Any and all taxes, levies, duties and governmental charges or other charges of any nature, present or future, imposed on Service Provider or which Service Provider has a duty to collect in connection with the sale, delivery, or use of any Products and/or Services will appear as separate line items on the invoice.

## 8. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Project Proposal (collectively, the “**Deliverables**”) shall be owned by Service Provider. Service Provider hereby grants Customer a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Deliverables and the Services.

## 9. Confidential Information. All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, “**Confidential Information**”), disclosed by Service Provider to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Service Provider. Confidential Information does not include information that is: (i) in the public domain; (ii) known to Customer at the time of disclosure; or (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

10. Representation and Warranty.

(a) Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement. In addition, Service Provider warrants that the Products sold and installed by Service Provider will be free from defects in materials and workmanship for a period of one (1) Year from substantial completion or, with respect to Products manufactured by a third party, such longer period of time (if any) provided by such manufacturer. Service Provider shall not be liable for nor have any warranty obligations with respect to Products that are in any way misused, altered and/or repaired by someone other than a representative of the Service Provider which, within the sole, reasonable judgment of the Service Provider, results in an adverse effect, including effects upon performance or reliability of the Products

(b) The Service Provider shall not be liable for a breach of the warranty set forth in [Section 10\(a\)](#) unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within thirty days of the time when Customer discovers or ought to have discovered that the Services were defective. Notwithstanding anything to the contrary, the Service Provider shall not be liable for a breach of the warranty for Products as set forth in Section 10(a) unless Customer give written notice of the defective Product to Service Provider within 48 hours of delivery of Product.

(c) As for Services, subject to [Section 10\(b\)](#), Service Provider shall, in its sole discretion, either: (i) repair or re-perform such Services (or the defective part); or (ii) credit or refund the price of such Services at the pro rata contract rate. Replacement and/or repaired Products, parts and components provided pursuant to this Standard Limited Warranty under this Section are warranted to be free from defects in materials and craftsmanship under normal authorized use consistent with the Product instructions for a period of ninety (90) days from shipment, or the remainder of the original Warranty period, whichever is longer, providing neither extends past the original Warranty period.

(d) Except as otherwise specified in this Agreement, no warranty whatsoever is provided by the Service Provider hereunder as to Products manufactured by anyone other than the Service Provider, including but not limited to, lamps, batteries or other such consumable items. Service Provider's sole obligation with respect to Products manufactured by someone other than Service Provider shall be to pass through the applicable warranties, if any, provided by the manufacturer. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY

**(d) THE REMEDIES SET FORTH IN SECTION 10 SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(a).**

11. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(A) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES AND PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

12. Limitation of Liability.

**(a) IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**(b) IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY APPLICABLE PROJECT PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE PROJECT PROPOSAL.**

13. Termination. In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement with immediate effect upon written notice to Customer, if Customer:

(a) fails to pay any amount when due under this Agreement and such failure continues for 30 days after Customer's receipt of written notice of nonpayment;

(b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or

(c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

(d) Service Provider reserves the right to cancel or amend any executed Project Proposals or purchase orders if for any reason it becomes unable to fulfill Customer's Project Proposal or purchase order. In such case, notice of Service Provider's action will be promptly given to Customer. The amendment or cancellation will be deemed accepted by Customer unless rejected by Customer within ten (10) calendar days of the date of such amendment or cancellation. If Customer chooses to reject the amendment or cancellation, Service Provider may terminate the related Project Proposal or purchase order without further liability. Notwithstanding anything to the contrary, in no event shall Customer have the right to cancel or amend any Project Proposal or purchase order without the consent of Service Provider. In the event Service Provider consents to a change or a re-scheduling under a Project Proposal or purchase order, Customer agrees to any applicable re-stocking fees or re-scheduling charges as determined by Service Provider.

14. Delivery. Service Provider will use its best efforts to deliver the Products in accordance with the Customer requested delivery date subject to receipt of all necessary information from Customer. Shipping dates are approximate only, and Service Provider shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations. Any delay shall extend delivery dates to the extent caused thereby. Customer shall reimburse Service Provider its additional expenses resulting from any Customer-caused delay. When delivery of the Products is delayed at the request of the Customer and the Products have already been shipped to Service Provider, Service Provider will place the Products in storage and Service Provider will immediately invoice for the sales price of the Products, which will be promptly paid. Service Provider shall not be liable, and the Customer shall have no right to cancel or rescind this Agreement, in the event of any delay due to causes beyond Service Provider's reasonable control, and Customer shall accept such delayed performance by Service Provider. The Customer's receipt of the Products shall constitute a waiver of any claims for delay.

15. Title and Risk of Loss. Title and risk of loss or damage to the Products shall pass to Customer upon FOB shipping point, subject to the manufacturer's software license (if applicable) and a purchase money security interest retained by Service Provider in the Products sold and the proceeds thereof until payment of all amounts then due to Service Provider. Customer agrees to cooperate with Service Provider in the execution and filing of financing statements under the Uniform Commercial Code or other documents as Service Provider reasonably requests to protect its security interest. Risk of loss or damage to the Products or any part thereof shall pass to the Customer upon FOB shipping point.

16. Waiver. No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

17. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

18. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

19. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule whether of the State of Ohio or any other jurisdiction that would cause the application of the laws of any jurisdiction other than those of the State of Ohio.

22. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the County of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

23. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Project Proposal or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provision-Section 8, 9, 10, 11, 12 and 27.

26. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party

27. Non-Solicitation. Customer agrees not to directly or indirectly solicit or induce for employment, or employ or engage as an independent contractor any employee of the Service Provider during the term of this Agreement and for a period of two years thereafter without the prior written consent of the Service Provider.