



BOYD SIGN SYSTEMS LLC
 3901 S KALAMATH ST.
 ENGLEWOOD, CO 80110
 303.761.5741 | 800.333.3190
 FAX 303.761.5782

PROPOSAL

Job Number: **10-50723B**

Date: April 11, 2011

Proposal Submitted/Bill To:		Signage Location:	
Company:	Valerian	Company:	
Contact:	Susan Brown	Contact:	
Address:		Address:	
Address:	2734 West 28th Ave	Address:	Jordan and Parker Road
City-ST-Zip:	Denver, CO 80211	City-ST-Zip:	Denver, CO
Phone:	303-347-1200		
Fax:	303-347-9361		
Email:	susan@valerianllc.com		
Ship to: Billing Address <input type="checkbox"/> Signage Location <input type="checkbox"/> Address Below <input checked="" type="checkbox"/> Ship to address if different than billing or location address			

Item	Sign Type	Description	Qty	Unit Price	Total
1	46HK-A	Exterior kiosk mounted on top of existing masonry supports. Kiosk fabricated from 3/16" aluminum and painted with textured catalyzed acrylic polyurethane. Kiosk houses and includes a 46" LCD monitor, air conditioning (not just fans) and heating, 1/2" laminated glass with Anti-Reflective coating both sides and online security system. Kiosk is rain proof, but not submersible. The software, software services and PC/Player required for the operation of this kiosk are not included. Running power and data to, and termination of the same are not included. Electrical termination inside kiosk to be performed by licensed electrician (not included). Installation is included on line item below. Installation price below is for the physical installation of the kiosk and included components only.	1	23187.50	\$ 23,187.50
2	EW	Extended Warranty: This warranty is for a total of three years from date of installation, inclusive of any manufacturer's warranties. This warranty includes the parts and labor to cover the fabricated physical kiosk manufactured by Boyd, the monitor, air conditioner, heater, security system and glass. Parts or workmanship found to be defective within the three year period will be repaired or replaced at the discretion of Boyd. It does cover normal wear and tear and normal use. It does not cover vandalism or acts of God. It does not cover software, software related issues or the PC/Player.	1	7350.00	\$ 7,350.00
Subtotal					\$ 30,537.50

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Acceptance of this proposal shall constitute an agreement between the parties

of client warrants that they have full authority to execute this document.
 This Proposal may be withdrawn if not accepted within 20 days.

Crating & Ground Shipping	
Installation	695.00
Sales Tax %	
Sales Tax	-
Total Due	\$ 31,232.50

Client Signature of Acceptance:
 Printed Name: Bob Blaylock
 Date of Acceptance: 8-16-11
 Payment shall be required as follows: A signed proposal, 50% deposit in the amount of **\$ 15,616** Balance due upon delivery of signs.
 We propose hereby to furnish materials and labor in accordance with the above specifications for a total sum of: **\$ 31,232.50**
 Authorized Signature for Boyd Sign Systems:
 Byron Frizell



Proposal Title:	Parker Jordan Metropolitan District Park Signage	1659 York Street
		Danver, CO 80205
		Phone: (720) 974-0111
		Fax: (720) 221-0720

This proposal is prepared for: Valerian LLC

Date: May 20, 2011

Attention: Susan Brown Contact's Phone Number Contact's E-Mail Address
 303.347.1200 susan@valerianllc.com

Ship to: Parker Jordan Metropolitan District Bill to: Parker Jordan Metropolitan District
 Attn: c/o R.S. Wells, LLC Attn: c/o R.S. Wells, LLC
 8390 E. Crescent Parkway, Suite 500 8390 E. Crescent Parkway, Suite 500
 Greenwood Village, CO 80111-2811 Greenwood Village, CO 80111-2811

FWI Contacts Phone Numbers E-Mail Addresses
 Sales Representative: Eric Schmidl 720-771-8011 eschmidl@fourwindsinteractive.com
 Sales Engineer: Chris Keefe

Price List Identifier: FWI35-2-20100101

Project Description

This proposal includes the Four Winds Interactive Software, Sign Architecture, Sign Elements, Professional Services and Hardware to accommodate the proposed digital signage solution.

Project Overview:
 1 - Content Manager License
 1 - Content Player License
 1 - Basic implementation package (including basic Content Manager Training)
 1 - Branded Interactive Template
 Up to 12 Hours of Advanced Training covering topics including Interactivity, Live Data Integration, & Wayfinding.
 1 - Installation service package
 - The Live Data region(s) will use the following data source: Standard FWI Data Type - Excel or CSV Spreadsheet
 - The Custom Background for the following template(s) should incorporate the Parker Jordan color scheme

Assumptions:
 - Valerian to source all hardware & enclosures
 - Deployment method will be via Thumb Drive to remote signage PC.
 - The sign(s) depicted represent the final template design. Any variation may result in additional charges.
 - Custom map is an estimate pending receipt and analysis of original customer map file(s).
 - Existing network infrastructure is in place and will support digital signage deployment.
 - Client will provide PC or Server for Content Manager and content for signage network.
 - Client to provide Microsoft Office suite for each Player PC as needed.
 - Client will run cabling & power and install monitors prior to FWI implementation.
 - Valerian LLC will provide all initial Content to be displayed when buttons are pressed. Additional content creation or map creation requires a separate scope document and quote.

Software

Pricing includes one-time fees for selected software licenses, and an annual software support and maintenance fee. The annual support fee is calculated at 18% of the total list cost of the software purchased. Please see the FWI Software Maintenance Agreement for a full explanation of the support terms and conditions. At any time in the future, customer may upgrade Content Player types as desired. Prices are effective for 90 days from the date of this quote.

Four Winds Software - Interactive Player - Base Package		Purchase Pricing		
Description	Price	Qty	Amount	
	\$ 3,500	1	\$	3,500

Base Package Includes:
 One Content Manager License
 One Interactive Content Player License
 Data Integrator (interface to event management system, Excel spreadsheet, or other third party data system) Please note that some event management systems require their own software interface to the FWI solution and this must be purchased from that manufacturer.
 Dynamic and Interactive mapping functionality
 Interactive functionality
 RS232 control
 Advertising management
 SQL database integration
 Group and user security

Customer's Project Commencement Guidelines

Four Winds Interactive would like to insure that all of the necessary steps are completed in a timely fashion in order to start your digital signage project as quickly as possible. In order to accommodate that, the following steps have been outlined to make the commencement process as effective as possible.

Quotation:

The attached quotation is a key component of your project's overall transaction as it clearly defines the various, detailed components being proposed including software, sign architecture, subscriptions, professional services, hardware, and key terms not defined in the End User License Agreement. This document must be signed and dated as a pre-condition of project commencement.

Statement of Work:

In some cases, where this proposal does not adequately depict the nature of the project in adequate detail, a Statement of Work will also be produced. If a Statement of Work has been supplied, that document must also be agreed to and executed prior to project commencement.

End User License Agreement:

Each customer is also required to sign an End User License Agreement, also referred to as our EULA. This is the most important document to be executed as it protects our Intellectual Property but also provides mutual protection concerning this project's contract between you and Four Winds Interactive. This must be signed prior to commencement of the project.

Software Maintenance Agreement:

This agreement must be executed; just like our EULA. This is important to you as it defines the conditions under which you are supported and what our obligations are under that contract. This document protects your ongoing investment for years to come.

Down Payment:

Along with your closing documents, you will receive an invoice articulating the down payment required to begin your project and the terms for the balance. The obligations that Four Winds will assume will not begin until all documents are signed and received including the down payment. The initial steps we will take once all documents are received are explained below.

Customer's Project Responsibilities

- Provide all branding or style guide materials and graphical elements
- Graphical elements should be provided in vector-based formats when possible
- Provide general design direction, review and approval
- All floor plans, diagrams or other Wayfinding information
- All wiring, cabling and electrical work required
- All labor relating to site preparation and mounting of hardware components including displays and other A/V or networking equipment
- Network configurations which, depending on Customer's desired configuration, may include adding Player PC's or Servers to the Customer's domain.
- Customer will provide wired or wireless network connectivity, 120 VAC Services, and display mounting for all locations prior to software installation. This proposal does not include mounting of displays, cabling, wiring, or installation of electrical or network conduits.
- Removal of existing hardware and software not being utilized in FWi installation.
- If Customer wishes to use their own MS Office Site License, they must provide registration number to Professional Services group before final hardware is shipped.
- Providing artwork and branding information for use in design of custom format template and advertisements
- Availability of at least one individual who has administrative privileges on the network for the full duration of the installation
- Reviewing all preparation materials provided by FWi and meeting agreed on deadlines
- Providing SQL Server or shared folder access for Content Manager database
- Provide shared folder access for content storage
- Providing a secure storage location for all equipment shipped to Customer's location
- All display hardware, networking equipment and enclosures not specified in FWi quotation

FWi's Project Commencement Steps

Four Winds Interactive would like to insure that all of the necessary steps are completed in a timely fashion in order to start your digital signage project as quickly as possible. In order to accommodate that, the following steps have been outlined to make the commencement process as effective as possible.

Install Record:

As soon as all documents and the down payment are received, an install record is created in our Customer Relationship Management system. This is created and attached to the same record we used to follow the progress of your opportunity and will remain with your account record indefinitely. This insures that all actions and communication between you and Four Winds Interactive is documented and is a part of your permanent history. This allows us to ultimately provide superior customer support based upon the visibility we maintain about your specific project or projects.

Assignment of Project Manager:

As soon as the install record is created, we will assign one of the Project Managers from within our Professional Services group. They will receive an update from your FWi sales team so they have knowledge of the project they will manage with you.

Project Kick-Off Call:

Once a Project Manager is assigned, they will schedule a kick-off call with your digital signage team to work towards the successful implementation of your signage network!

Initials - Client: _____

Confidential

Initials - FWi: _____

Investment Summary - Purchase Option		
Totals	Purchase Pricing	
Description	Tax Status	Amount
Software Total	Taxable	\$ 3,500
Sign Architecture and Creative Services Total	Non-Taxable	\$ 3,926
Professional Services Total	Non-Taxable	\$ 1,445
Training Total	Non-Taxable	\$ 620
	GRAND TOTAL	\$ 9,491

Sales Tax Based upon Customer's Taxable Location (This is only an estimate, state tax changes plus local taxes might create a difference between this estimate and the actual tax reflected on the Four Winds' invoice)	Tax Location:	CO	\$ 101.50
First Year Software Maintenance (18% of Gross Software License Fees) * - Waived for 1st Year per Mark Fins			\$ -
Tax on First Year Software Maintenance - If Applicable (This is only an estimate, state tax changes plus local taxes might create a difference between this estimate and the actual tax reflected on the Four Winds' invoice)			\$ -

* See Software Maintenance Agreement T's & C's for the Support Included in the Annual Fee

TOTAL FIRST YEAR INVESTMENT FOR PURCHASE OPTION \$ 9,592.41

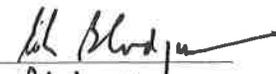
Recurring Annual Fees	
Future Annual Software Maintenance (Years 2+)*	\$ 630.00
TOTAL RECURRING ANNUAL FEES:	\$ 630.00

Terms and Conditions

- All prices are FOB Origin; Shipping & Handling charges will be invoiced as incurred. A 20% restocking fee will be invoiced for parts returned or exchanged from job per customer request.
- Deposit / Down Payment Information:
The deposit for this quote is:
\$ **6,926.91** - 100% of Hardware, Sign Architecture, Service Packages, and First Year of Annual Subscriptions + 50% of Software Purchase Amount
- Materials invoiced when shipped, Software invoiced when downloaded or shipped; Professional Services are invoiced as performed.
- The number of Professional Service hours for work performed that is not a part of a standard, fixed bid service package is an estimate and those hours are billed based on actual hours of work performed.
- Travel and living expenses, if included above, are estimates and will be billed separately based upon actual expenses. Customer is responsible for travel and living expenses incurred by Four Winds' personnel.
- Customer is responsible for all taxes. If not billed on original invoices, taxes may be billed separately at a future date. The amount of taxes invoiced will be the actual amount computed for customer's locations which may be different than those shown on this proposal. If this proposal is being used for budgetary purposes, customer may wish to compute taxes based upon their knowledge of their own tax locations. If customer is tax exempt, customer is responsible for providing their tax-exempt certificate to Four Winds; otherwise invoicing will include taxes.**
- The final installation date will be determined once all of the creative materials have been received.
- Typical lead time on enclosures is 6-8 weeks once the design has been finalized.
- The amount for Dynamic or Custom Ads that are quoted is fixed.
- Additional miscellaneous materials may be needed to complete install. If these items are purchased by FWi, client will be billed separately.
- FWi will provide problem determination on any support issue related to our software. If the problem is software related we will resolve the issue according to the terms stated within the executed software maintenance agreement. If the problem is related to hardware that is either purchased from FWi based on this proposal or purchased by you from a 3rd party, FWi will direct you to that vendor so they can resolve the problem according to their warranty.
- Prices are effective for 90 days from the date of this quote.
- Customer understands that an End User License Agreement (EULA) and Support and Maintenance Agreement (SMA) must be signed prior to project initiation.
- Customer acknowledges that not withstanding any language in any purchase order submitted by customer to implement this proposal which contains language that specifies that it overrides the language of this proposal, the EULA or SMA, such language shall be null and void to the extent that it is inconsistent with this proposal, the EULA and/or the SMA, and this proposal, EULA and/or SMA in all events shall be the controlling documents. Should partner sign this proposal on behalf of the customer, partner acknowledges that they will insure the end customer's adherence to these terms and conditions.

Customer Approval

We appreciate this opportunity to present our proposal. If this proposal meets your approval, please indicate your acceptance by signing below. Signature indicates your agreement with this proposal and any associated Statements of Work.

Customer Signature: 
 Printed Name: Bob Blodgett
 Title: District Manager
 Date: 6-29-11

FWi Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

*** Please fax to (720) 221-0720 ***

Sign Architecture and Creative Services				
Purchase Model: Pricing includes one-time, fixed fees for sign architecture and creative services for customer's selected signs and/or sign elements. Each sign's description contains a list of elements that are included in the fees. Changes to the list of elements may cause a change in scope and change in the quoted fees. Prices are effective for 90 days from the date of this quote.				
Sign #1		Sign Location: Parker Jordan Open Space		
Image Link:	View Image			
Video Link:	View Video			
Sign Number: FWI0011165		Purchase Pricing		
	Description	Price	Qty	Amount



Interactive Visual Management				
1 - Region defined to play Standard Background Image				
1 - Region defined to play Standard Content Types				
- Up to 10 Content Items setup and scheduled	\$ 3,926	1	\$	3,926
2 - Region with 1 - Live Data Element				
4 - Interactive Buttons				
1 - Crawl Region defined to play Text or RSS feeds				
- Up to 5 Crawl Elements setup and scheduled				
1 - Clock Element				
1 - Region defined to play Company Logo				
1 - Weather Element				
BASE SIGN TOTAL		\$		3,926

Professional Services				
FWi can provide a variety of Professional Services including software installation, training, project management, and custom sign architecture and graphics. All services in this section are billed on a time and material basis. Service packages are fixed bid while other service hours are billed based on hours incurred. Any travel and expense items estimated in this proposal are also billed as incurred. Four Winds Interactive does not provide services to run or install cable, physically hang monitors or enclosures, or other physical implementation requirements.				
Service Packages		Purchase Pricing		
Description		Price	Qty	Amount

Remote Installation and Training Service Package includes:						
IT Readiness Call						
Level 1 Content Manager Training (up to 3 hours)						
Access to FWi Technical Support WIKI						
Remote Technical Support during Installation (up to 4 hours)						
Delivery of Sign Database						
1 - 2 Signs		\$	1,250	1	\$	1,250
		TOTAL		\$	1,250	

Add-on Service Packages		Purchase Pricing				
Description		Price	Qty	Amount		
Player configuration for non-FWI Imaged players - 1 - 3 PCs		\$	195	1	\$	195
		TOTAL		\$	195	

Training		Purchase Pricing				
Description		Price	Qty	Amount		
Training (hourly rate)		\$	155	4	\$	620
		TOTAL		\$	620	