Contract Number: 47QSMA22D08NS
Contract Period 2.1.22 – 1.31.27
Supplement No.: A815 Effective 2/2/2022
Schedule Title: Multiple Award Schedule
Large Category: Furniture and Furnishings
Subcategory: Fitness Solutions
PSC: 7810
DUNS: 878855576
Cage Code: 857K5

Proteus Motion, Inc.
473 Grand Street
Brooklyn, NY 11211
P: +1 914-623-8006
F: +1 718-228-2577
www.proteusmotion.com

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS schedules button at fss.gsa.gov.
1a. Awarded Special Item Numbers: 339920S Sporting Goods Equipment and Supplies. Item Descriptions and awarded processes are attached.

1b. Lowest Priced Model: Awarded GSA Pricing is attached.

1c. Hourly Rates: Not Applicable


3. Minimum Order: $500

4. Geographic Coverage: Worldwide

5. Points of Production: USA

6. Basic Discount: GSA net pricing as shown in attached pricing.

7. Quantity Discounts: Negotiated on case by case basis.

8. Prompt Payment Terms: “Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.” None

9a. Government Purchase Card Acceptance Below Micro-purchase or Threshold: Yes

9b. Government Purchase Card Acceptance Above Micro-purchase or Threshold: Yes

10. Foreign Items: None

11a. Time of Delivery: 30 days after receipt of order (ARO) for 1 unit. 90 days for 5 units. Greater than 5 units: Reach out for specific lead times.

11b. Expedited Delivery: TBD at order level.

12. F.O.B. point(s): FOB Origin

13a. Ordering Address: Proteus Motion, Inc. 473 Grand Street Brooklyn, NY 11211

13b. Ordering procedures: For suppliers and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3

14. Payment Address: Proteus Motion, Inc. 473 Grand Street Brooklyn, NY 11211

15. Warranty provision: Manufacturer’s standard commercial warranty will apply.

16. Export packing charges, if applicable: No charges for standard crating. For special crating and packing requirements, fees may apply.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Standard Terms Apply

18. Terms and conditions of rental and maintenance and repair: Not Applicable

19. Terms and conditions of installation: Not Applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: Not Applicable

21. List of service and distribution points (if applicable): Proteus Motion, Inc. 473 Grand Street Brooklyn, NY 11211

22 List of participating dealers: None

23. Preventative maintenance (if applicable): Please contact Proteus Motion for Preventative Maintenance Information.

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants: Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov: Not Applicable

25. Data Universal Number System (DUNS) number: 878855576

# Proteus Hardware Purchase & Software License

Includes version 2.0 Hardware, Software License

<table>
<thead>
<tr>
<th>Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Proteus Hardware &amp; Software Purchase Kit</strong></td>
<td>$35,627.20</td>
</tr>
<tr>
<td>+ Proteus 2.0 System Hardware &amp; Suite of Attachments</td>
<td></td>
</tr>
<tr>
<td>+ Hardware Warranty</td>
<td></td>
</tr>
<tr>
<td>+ Software and Analytics Suite License - (3 yrs)</td>
<td></td>
</tr>
<tr>
<td>+ Onboarding &amp; Training</td>
<td></td>
</tr>
<tr>
<td>+ Hardware Maintenance</td>
<td></td>
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<tr>
<td>+ Hardware &amp; Software Support</td>
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<tr>
<td><strong>Freight</strong></td>
<td>Additional</td>
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<tr>
<td>+ Safe Shipping</td>
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<tr>
<td><strong>Installation</strong></td>
<td>Additional</td>
</tr>
<tr>
<td>+ White Glove Installation</td>
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</tbody>
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Effective date February 1, 2022
(a) **Limited Equipment Warranty.** Proteus Motion warrants for a period of one (1) year from the date of shipment by Proteus Motion that the Equipment is, at the time of shipment by Proteus Motion, free from defects in material and workmanship. The foregoing warranty shall be immediately void and of no further force or effect under any of the following circumstances: (i) modification, alteration, improper installation, or improper repair of the Equipment (unless otherwise approved in advance in writing by Proteus Motion), (ii) the use or attempted use of any spare parts or replacement parts in conjunction with the Equipment unless otherwise agreed to in advance in writing by Proteus Motion, (iii) failure of Customer to strictly comply with the maintenance and operation instructions of the Equipment as set forth in any applicable documentation provided by Proteus Motion. If any of the Equipment fails due to no fault of Customer, Proteus Motion will at its option either repair the defective product and restore it to normal operation without charge for parts and labor or will provide a replacement in exchange for the defective product. The foregoing is Customer's sole and exclusive remedy for any breach of warranty by Proteus Motion. This limited warranty is void if the damage or defect has resulted from accident, abuse or misapplication.

(b) **Limited Service Warranty.** Proteus Motion represents and warrants that, for a period of thirty (30) days from the date of completion of each performance of Services, that such Services have been performed in a good and workmanlike manner, provided, that the Customer has promptly reported in writing to Proteus Motion any defect or error claimed to be a breach thereof within the foregoing warranty period. Proteus Motion will use commercially reasonable efforts to correct, replace, or re-perform any such non-conforming Services. The foregoing is Customer's sole and exclusive remedy for any breach of warranty by Proteus Motion.

(c) **Limited Software Warranty.** Proteus Motion represents and warrants that, during the Service Term, the Software shall operate in material conformance with the Specifications. The foregoing is Customer’s sole and exclusive remedy for any breach of warranty by Proteus Motion.