General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage, a menu driven database system. The INTERNET address for GSA Advantage is http://www.gsaadvantage.gov

Professional Audio/Video
Telecommunications and Security Solutions
FSC Group 58, Part 1
FSC Class 5820

Contract Number:   GS-03F-4068B

Period covered by contract:   April 01, 2003 -- March 31, 2013

Contractor’s Name

PESA Switching Systems, Inc.
103 Quality Circle Suite 210
Huntsville, Alabama  35806
Phone (800) 328-1008
Phone (256) 726-9200
Fax (256) 726-9271

Government Sales Office
(407) 322-7672  FAX (407) 322-7598
NOTICE

The products listed in this price list are both stand-alone and/or configured Audio/Video switching systems. PESA Switching Systems, Inc. realizes that in some cases, the GSA customer may require assistance in determining the appropriate product or configuration to meet his or her need. Such assistance may be obtained by calling (256) 726-9200.
Your request also can be sent via fax (256) 382-4136

INTERNET

PESA also has established a website on the internet. The address is:

http://www.Qustream.com

This site includes product descriptions, technical information, sales offices and ordering information. You may also download electronic files in PDF format of PESA product literature. The latest news about PESA's products, installations and upcoming tradeshows can also be found on this site.
CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS

Special Item Number 58-1

<table>
<thead>
<tr>
<th>Special Item Number 58-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>DA3100, DISTRIBUTION AMPLIFIERS AND CONVERSION CARDS</td>
</tr>
<tr>
<td>CONTROL SYSTEMS</td>
</tr>
<tr>
<td>CONTROL PANELS</td>
</tr>
<tr>
<td>LNS8, ROUTING SWITCHER, 8X2</td>
</tr>
<tr>
<td>BOBCAT, ROUTING SWITCHER, 16X2, 16X4</td>
</tr>
<tr>
<td>OCELOT, ROUTING SWITCHER, 8X8, 16X16</td>
</tr>
<tr>
<td>COUGAR, ROUTING SWITCHER, 16X16, 32X16, 32X32</td>
</tr>
<tr>
<td>RS422 PORT ROUTER</td>
</tr>
<tr>
<td>JAGUAR, ROUTING SWITCHER, 64X64</td>
</tr>
<tr>
<td>TIGER, ROUTING SWITCHER, 144X144</td>
</tr>
<tr>
<td>CHEETAH, ROUTING SWITCHER, 64X64 UP TO 512X512</td>
</tr>
<tr>
<td>TDM3000, ROUTING SWITCHER, AUDIO, 32X32 UP TO 1024X1024</td>
</tr>
<tr>
<td>OPTIONAL ROUTING SWITCHER COMPONENTS Cheetah V5</td>
</tr>
<tr>
<td>CHEETAH DRS AUDIO ROUTER FRAMES</td>
</tr>
<tr>
<td>PREMIERE, ROUTING SWITCHER, 8X4, 12X8, 16X8, 16X16</td>
</tr>
<tr>
<td>FORTEL DTV</td>
</tr>
</tbody>
</table>

Special Item Number 58-7

Customer Service

1b. IDENTIFICATION OF LOWEST PRICED MODEL AND LOWEST UNIT PRICE FOR THE MODEL FOR EACH SPECIAL ITEM NUMBER

<table>
<thead>
<tr>
<th>Special Item Number 58-1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ocelot Weco audio connector</td>
</tr>
<tr>
<td>OCWECOA1: $3.24</td>
</tr>
</tbody>
</table>

2. Maximum Order:

a. The Maximum Order of any one Special Item Number shall not exceed $50,000, except when requirements for exceeding the Maximum Order (Aug. 1995), called out in I-FSS-125 and allowed under FAR 8.4 04, are met. The Contractor may enter negotiation for a price reduction, offer the lowest price available under the contract, or decline the order.

b. A delivery order that exceeds the Maximum Order may be placed with the Contractor in accordance with FAR 8.4 04. The order will be placed under the contract.
3. Minimum Order:

   The minimum dollar value per order to be issued under this contract is $100.00

4. Geographic Coverage:

   All 50 States, District of Columbia, and the Commonwealth of Puerto Rico

5. Points of Production:

   PESA Switching Systems, Inc.
   103 Quality Circle Suite 210
   Huntsville, Madison County, AL 35806

6. Discounts:

   Prices listed per GSA contract.

7. Quantity Discounts:

   The Premiere™ product line allows for quantity discounts, see page 18

8. Prompt Payment Terms:

   None (NET 30)

9a. Government Commercial Credit Card:

   Accepted for orders of $100,000 and under.

9b. Discount For Payment by Government Commercial Credit Card:

   Not Applicable

10. Foreign Items:

    Not Applicable

11a. Time of Delivery:

    Forty-Five (45) days after receipt of order unless otherwise stipulated in price quotation.
11b. Expedited Delivery:

Available on a case by case basis. Contact QuStream at 800-328-1008 for determination.

11c. Overnight and 2-day delivery:

11d. Urgent Requirements:

Available on a case by case basis. The contractor will make every effort to meet the needs of the customer. Contact QuStream at 800-328-1008 for determination.

12. F.O.B. Point(s):

   a) Destination, for 48 contiguous states and the District of Columbia,
   b) Point of exportation in the 48 contiguous states nearest to the designated destination for Alaska, Hawaii and the Commonwealth of Puerto Rico.

13. Ordering Address(es):

Orders may be placed directly with PESA Switching Systems, Inc. and should be addressed as follows:

PESA Switching Systems, Inc.
103 Quality Circle Suite 210
Huntsville, AL 35806

DUN# 793013822
Contractors Cage Code Number: OMJ96
Tax Identification Number: 63-1012847
Contractor's Establishment Code (CEC): 794-023-92K
North American Industrial Codes (NAICS): 334220, 334290

14. Payment Address(es):

   P.O. Box 933541
   Atlanta GA 31193-3541
   Attn. Accounts Receivable

15. Warranty Provision

This warranty does not include shipping damage or damage caused by abuse, neglect, tampering by unauthorized personnel, damage inadvertently caused by the user, preventative maintenance, or any equipment or part thereof whose serial number has been removed or defaced. Neither the seller nor the manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the inability to use the product. Before using, user shall determine the suitability of the product for his or her intended use, and user assumes all risk and liability whatsoever in connection therewith. This warranty is effective only at the PESA Switching Systems, Inc., factory in Huntsville, Alabama, USA. If possible, retain the original packing material for use in the unlikely event that your equipment must be returned to the PESA Switching Systems, Inc., factory. When shipping your equipment, the shipping charges must be prepaid. The repaired unit will be returned to you, freight prepaid.

PESA Switching Systems, Inc., warrants this equipment against defective workmanship or materials for a period of three (3) years from date of shipment. The sole warranty responsibility of PESA Switching Systems, Inc., shall be to replace or repair product proved to be defective. During the warranty period, defective parts will be replaced at no charge. Labor to repair or replace
defective parts covered under the warranty will be performed at no charge at the PESA Switching Systems, Inc., factory only. This warranty covers only products manufactured by PESA Switching Systems, Inc., and the components used in their manufacture. The warranty on assembled products sold by PESA Switching Systems, Inc., but manufactured by others shall be that of the original manufacturer.

The warranties above are exclusive and in lieu of all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

16. Terms and Conditions of Repair Parts:

Not Applicable

17. Service Area:

Repair and Replacement of defective merchandise will be made at manufacturer's location:

PESA Switching Systems, Inc.
Customer Service Dept.
103 Quality Circle Suite 210
Huntsville, AL 35806
(256) 726-9222

18. List of Participating Dealers

All PESA Switching Systems, Inc. official dealers may participate.
A current list of dealers will be made available if requested. Dealers change from time to time and the list is somewhat dynamic.

19. Preventive Maintenance

Not Applicable

20. Expansion of Existing Systems:

Expansion of an existing system is within the scope of this contract. Appropriate GSA discount shall be applied.

21. Non-listed Routing Switchers

Due to the voluminous number of sizes and configurations available not all are listed in this schedule. Specific System and Expansion of existing system prices may be obtained by contacting PESA (voice: 800-328-1008, fax: 256-726-9271). If the requested item(s) exceed the maximum order under the contract the contractor may enter negotiation for a price reduction, offer the lowest price available under the contract or decline the order.
Customer Service

On Air Solutions
PESA will provide the service option that fits your organization's situation. Whether you need modem diagnostics, or assistance in systemization and optimization, PESA offers as wide a range of service options uniquely tailored to your specific needs.

Service Contracts
We know you don't replace routing switchers everyday and this endeavor is considered a significant investment for your facility. We offer peace of mind with our extended service contracts that lengthen the original equipment warranties. Should the need arise, with one telephone call our quick response team is in place protecting your investment.

Installation and Training
Today's increasing demands and corporate downsizing make it very difficult to maintain a staff of experienced installation professionals. There are also the increased demands and time constraints for bringing system upgrades and new facilities online. Because time efficiencies and cost effectiveness are key to business success, we think you'll agree that onsite availability of an authorized service engineer during the initial installation process will be invaluable to the overall project outcome.

Our dedicated staff of professionals can also provide detailed training courses for your engineers, operators, and maintenance groups.

Modem Diagnostics
Our controller design provides the option for a PESA service professional to be given direct modem access to your 3500/3500PLUS control system. This can be very useful in quickly diagnosing and resolving software and hardware oddities in your system. This ability is a must when your system is in unmanned head-end facilities or where skilled operators and maintenance personnel turnover is high.

Time zone difference, often combined with language barriers, makes this feature very helpful when providing assistance to our international customers.

We Broadcast Our Service
No matter what the future may hold, our detailed service options guarantee your facility won't have to resort to patch panels four routing needs.

Available Options
Warranty
Exchange/Repair
Loaner
Equipment
Non-warranty repair/replacement
On-site support/installation/training
Service contracts
Maintenance agreement