

## 802.11 WI-FI ASSESSMENT

### SCOPE OF WORK:

1. The RF assessment of the customers' existing network will be performed using state-of-the-art Ekahau hardware and software based on the IEEE 802.11ax and 802.11be standards.
2. The new RF assessment will be based on the following design criteria:
  - a. Wi-Fi 6, 6E, and 7 technologies
  - b. Minimum RF signal strength (RSSI) of -67dB throughout the required areas for 2.4Ghz, 5GHz, and 6GHz (when needed) frequencies
  - c. Minimum signal-to-noise ratio (SNR) of 25dB throughout the specified areas
  - d. Pervasive RF cell overlap of 20-30% overlap for wireless device roaming throughout the specified regions and signal comparison between primary, secondary, and tertiary signals.
  - e. Wireless client density is not to exceed acceptable limits set by the access point (AP) manufacturer.
3. The RF Design will include all areas of the building except elevators, stairwells, and unfinished areas. Due to their RF propagation characteristics, these areas will be considered best-effort.
4. The assessment area will include the public areas within and around the resort campus.
5. Additional services included in the scope of work:
  - a. Spectrum analysis of the facility
6. Deliverables will include:
  1. System Assessment Documentation with Remediation Plan
  2. Existing and Proposed Coverage Map Diagrams
  3. AP Placement (adds/moves) diagrams
  4. Cable Plant Design
  5. IDF/MDF Closet pictures and documentation
  6. Bill of materials
7. This price is based on work performed during regular business hours, which are Monday through Friday, 8:00 a.m. to 5:30 p.m. Additional charges may be incurred for efforts that must be conducted outside this timeframe. This price is valid for 30 days from the date of this proposal.

## CELLULAR ASSESSMENT

### SCOPE OF WORK

1. Inspect the bi-directional cellular repeater/amplifier and identify any issues or concerns.
  - a. The inspection will include but is not limited to the following.
    - i. Physical damage
    - ii. Alignment concerns
    - iii. Hardware issues
    - iv. OSI model L1 irregularities
2. Deliverables will include:
  1. System Assessment Documentation with recommendations to either fix or replace equipment/infrastructure

## TERMS AND CONDITIONS

**TIME.** *Time is of the essence of this Agreement.*

**WAIVER.** *Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.*

**LAW GOVERNING.** *This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.*

**ARBITRATION.** *If at any time during the term of this Agreement any dispute, difference, or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, then every such dispute, difference, and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be settled by arbitration in accordance with the then prevailing expedited commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof. Arbitration shall be conducted in Multnomah County, Oregon. The then prevailing Oregon Rules of Evidence and the Oregon Rules of Civil Procedure shall apply in any such arbitration.*

**ATTORNEY FEES.** *In the event an arbitration, suit or action is brought by any party under this Agreement to enforce or interpret any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys fees to be fixed by the arbitrator, trial court, and/or appellate court.*

**PRESUMPTION.** *This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.*

**TITLES AND CAPTIONS.** *All article, section and paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.*

**ENTIRE AGREEMENT.** *This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.*

**AGREEMENT BINDING.** *This Agreement shall be binding upon the heirs, executors, administrators, representatives, successors and assigns (if permitted) of the parties hereto.*

**FURTHER ACTION.** *The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.*

**GOOD FAITH, COOPERATION AND DUE DILIGENCE.** *The parties hereto covenant, warrant and represent to each other good faith, complete cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.*

**INDEMNITY:** *Customer and Empower Digital Solutions (each an "Indemnifying Party") agree to hold harmless, defend and indemnify each other and their respective directors, officers, employees, agents and independent contractors (the "Indemnified Parties") from and against all claims, liabilities, damages, losses and expenses, including but not limited to reasonable attorneys' fees and costs of suit, arising out of or in connection with: (a) any negligent or willful act or omission of the Indemnifying Party or the Indemnifying Party's employees or agents, including but not limited to the extent such act or omission causes or contributes to (i) any bodily injury, sickness, disease or death; (ii) any injury to or destruction of tangible or intangible property (including computer programs and data or any loss of use resulting there from; or (iii) any violation of any statute, ordinance or regulation; and (b) any breach, violation or failure of any of the warranties, representations or obligations of the Indemnifying Party under this Agreement..*

**WARRANTY:** *Empower Digital Solutions warrants that the hardware products it manufactures and provides will be free from defects in materials and workmanship. The limited warranty term is one year for components and 180 days for labor.*

**PRICE:** *Investment amount effective until: July 31, 2025*

**TERMS:** *Balance is due upon completion of work.*



## Devil's Thumb Ranch – 802.11 Wi-Fi and Cellular Assessments

### SOLUTION SUMMARY:

Converge Technology Solutions US, LLC (“Converge”) has engaged Empower Digital Solutions to assist with completing an RF survey to verify coverage and propagation for 802.11 Wi-Fi and cellular spectrum analysis at Devil's Thumb Ranch, located in Tabernash, Colorado.

### SITE ADDRESS:

3530 County Rd 83, Tabernash, CO 80478

### EXCLUSIONS/EXCEPTIONS:

The pricing below includes all necessary travel and lodging as identified. While we will work to ensure that we exceed these expectations, sometimes situations arise.

- Labor pricing is as quoted. If the on-site work exceeds our estimated duration, additional travel expenses will be included in the final quote.
- Any additional lodging will be billed at the invoiced price with no additional markup.
- Any applicable taxes, fees, and tolls will be applied to the final invoice.
- Lodging, Car Rental, and Airfare pricing are high estimates. Invoiced pricing will likely be less.

### TOTAL INVESTMENT

Quantity	Description	Cost
1	Airfare	\$700.00
1	Hotel and Lodging	250.00
1	Car Rental	300.00
1	Cellular and Wi-Fi Assessments and Reporting Labor	2,800.00
<b>FIXED FIRM TOTAL</b>		<b>\$4,000.00</b>

Signature

Date

Printed Name