CLOUD AN INTEGRATED CEILING SOLUTION





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WE ARE THE FUTURE OF INTEGRATED BUILDING SOLUTIONS

Overcast Innovations rose from a need to make buildings more intelligent, sustainable and affordable. We are compelled by our vision, mission and values to meet that challenge head on. We think big, challenge broken systems and build trusted partnerships to deliver more value to our clients and the communities we collectively serve.





Drive Out Inefficiency & Waste



Build Lifelong Flexibility



Reduce Costs, Time & Frustration



The status quo is not enough. We challenge what's possible in our drive to solve the affordability crisis that plagues our built environment. Fresh thinking creates new opportunities to streamline process, costs and timelines through innovative design and manufacturing approaches.

> We Build Trusted Partnerships

We are problem solvers that refuse to back down from a challenge. Our built environment is too expensive, inefficient and outdated. That fact drives us to innovate the waste and climate harm out of the built environment.

We Challenge What's Possible

You deserve more than just another product vendor. Partnerships are our passion. From design to manufacturing to installation, Overcast Innovations integrates seamlessly within your project teams to bring your vision to life.



The Cloud is our first step to an innovative building future

We created the Cloud to be the first step towards innovative technologies helping eliminate the negative impacts that have come from the construction industry. By bringing together industry leading professionals with top of the line vendors, the patented* Cloud system is changing the way buildings operate and look.

Smarter buildings through integrated, elegant and highly configurable ceiling assemblies:

- HVAC Equipment and Controls
- LED Lighting and Controls
- Smart Building Sensors and Controls
- Integrated AV and Data Connectivity
- Indoor Air Quality and Temperature Sensors
- Fire and Life Safety Systems
- Acoustic Attenuation



^{*} U.S. Patent No. 11,487,307

Key benefits of the Cloud include:

- Construction schedule time savings
- \cdot Fast and intuitive installation
- \cdot Reduced embodied carbon

Designed For Every Space

Cloud systems are designed, manufactured and delivered to your specifications. We integrate into your project team to understand your vision and start with the end in mind. From there, we engineer and manufacture a product that connects a dozen or more building systems/ technologies into a plug-and-play assembly.



HIGHER ED



LIFE SCIENCES

HEALTHCARE



OFFICE SPACE

Multiple sizing options to allow for a perfect fit for your space

Trim design with 0", 2", or 6" depths with standard & custom color options Myriad finish options

Fully customized technology lanes to meet your technology needs and wants Diverse lighting configurations

66-W1-1-N1-4RLD3

Cloud Models

The Cloud system allows you to pick exactly what works best for your facility and needs. Our system experts will help guide the design team through various Cloud models and configurations that align with your design intent. Once your Cloud models are identified, Overcast will walk your team through the various mechanical and technology options available to meet performance goals.

Like an automobile model that defines the form of a car (e.g. four-door sedan), the Overcast Cloud model defines the form of the cloud which includes the following characteristics:

These elements define the basic geometry of the cloud:

- Overall Size (width and length)
- Panel Configuration (width and layout)
- Lighting (dimension, type, and location)
- Edge Trim (height)











Finish Options

Cloud systems are designed to not only provide the services your facility needs, but to also fit aesthetically with their surroundings. As such, we have multiple finish options to create a seamless fit no matter what Cloud option you choose.

	Area 1	Area 2					
PW	Perforated Metal, White Powder Coat	PW	Perforated Metal, White Powder Coat	AW	Acoustic White		
PG	Perforated Metal, Gray Powder Coat	PG	Perforated Metal, Gray Powder Coat	AL	Acoustic Light Gray		
PMG	Perforated Metal, Metallic Gray Powder Coat	PMG	Perforated Metal, Metallic Gray Powder Coat	AG	Acoustic Gray		
PMS	Perforated Metal, Metallic Anodized Silver Powder Coat	PMS	Perforated Metal, Metallic Anodized Silver Powder Coat	AC	Acoustic Charcoal		
PB	Perforated Metal, Black Powder Coat	PB	Perforated Metal, Black Powder Coat	AB	Acoustic Black		
SW	Solid Metal, White Powder Coat	SW	Solid Metal, White Powder Coat	4WD1W	Wood Slat 4" over Perforated Metal White		
SG	Solid Metal, Gray Powder Coat	SG	Solid Metal, Gray Powder Coat	4WD1G	Wood Slat 4" over Perforated Metal Gray		
SMG	Solid Metal, Metallic Gray Powder Coat	SMG	Solid Metal, Metallic Gray Powder Coat	4WD1B	Wood Slat 4" over Perforated Metal Black		
SMS	Solid Metal, Metallic Anodized Silver Powder Coat	SMS	Solid Metal, Metallic Anodized Silver Powder Coat				
SB	Solid Metal, Black Powder Coat	SB	Solid Metal, Black Powder Coat				

	Area 3 	Edge Trim			
SW	Solid Metal, White Powder Coat	SW	Solid Metal, White Powder Coat		
SG	Solid Metal, Gray Powder Coat	SG	Solid Metal, Gray Powder Coat		
SMG	Solid Metal, Metallic Gray Powder Coat	SMG	Solid Metal, Metallic Gray Powder Coat		
SMS	Solid Metal, Metallic Anodized Silver Powder Coat	SMS	Solid Metal, Metallic Anodized Silver Powder Coat		
SB	Solid Metal, Black Powder Coat	SB	Solid Metal, Black Powder Coat		
XX ¹	Not Applicable	xx	Not Applicable		



¹ NOTE: if "..RLDI.." type light fixture is selected, the selected light will take the place of area 3 and thus selection is not necessary.

NOTE: custom colors and finishes available upon request for some finish products.

Torsion Spring Metal Panels





Key Features

- 20-gauge flat rolled steel, 0.0359"
- Recycled content, 36.9% to 89.9%
- Post-consumer recycled content: 19.8% to 69%
- Pre-consumer recycled content: 14.4% to 19.5%
- Panel sizes vary based on Cloud configuration
- Waste reduced with factory fabricated dimensional material
- Square edge design
- Panels include torsion springs which when released allow the panel to swing down to provide access above
- · Acoustic option 2" cotton sound blanket made from 100% postconsumer recycled denim
- $\cdot\,$ Smooth or perforated surface options with powder-coat finish
- Class A per ASTM E84 fire rating
- Zones A, B, C, D, E, and F seismic rating
- No VOCs

Standard Powder Coat Colors





Premium Metallic Powder Coat

NOTE: alternate powder coat colors are available upon request

Wood Slat Panels

The Overcast team has curated a wide palette of wood finish options that coordinate well with the other material options available in the Cloud product line. The wood slat panel system offers a design where the individual wood members are wider than they are deep. The wood members are attached with screws directly to a torsion spring powder-coated perforated metal panel backer.

The wood slat system is designed to get a premium look on a tight budget. We have selected Western Hemlock as the basis for our product line because it is a cost-effective, readily available, with a light wood color that accepts a wide variety of stains to achieve the desired look.

Key Features

- 1x4 PEFC Western Hemlock slats with clear, matte sheen finish applied over stain/ finish selected
- Wood members are mounted to perforated metal panels which vary by size base on Cloud configuration
- · Spacing between members varies based on panel size; target panel open area is 10-15% to support acoustic absorption
- Factory fabricated dimensional material to reduce waste
- Square edge design
- Panels include torsion springs which when released allow the panel to swing down to provide access above
- Wood members can be treated with Class 1 (A) fire retardant chemicals if required
- Zones A, B, C, D, E, and F seismic rating



NOTE: alternate wood material options are available upon request including species, slat size, grain, stain color, finish system, and FSC certification.









BLACK OPAQUE FINISH WHITE OPAQUE FINISH

PICKLE FINISH

Acoustic Panels



Key Features

- 2" thick, 100% polyester fiber panel
- Minimum 65% recycled content
- Class A fire rating per ASTM E84
- Contains no VOCs, formaldehyde, paints, coatings, adhesives, sealants, or ozone depleting chemicals
- Red list free, Declare label

Available Colors







Red List Free

CHARCOAL



Lighting Options

With both direct and indirect lighting available, Cloud systems allow you to always have the right lighting for your space.

Style		Direct Lumen Output Range	Indirect Lumen Output Range	Color Temp		CRI	
4RLD3	4' Length, Recessed Linear Direct 2" Tall	0 - 599	0 - 599	2700	2700K Color	80	80+ CRI
	Area 3	600 - 999	600 - 999		Temperature		
401013	4' Length, Recessed Linear Direct with	1000 - 1399	1000 - 1399	3000	3000K Color Temperature	90	
TREDIS	Integrated Indirect, 6" Tall, Area 3	1400 - 1799	1400 - 1799	3000			50, 60
60103	6' Length, Recessed	1800 - 2199	1800 - 2199	2500	3500K Color		
UREDS	Area 3	2200 - 2599	2200 - 2599	3300	Temperature		
601013	6' Length, Recessed Linear Direct with	2600 - 2999	2600 - 2999	4000	4000K Color		
OREDIS	Integrated Indirect, 6" Tall, Area 3	3000 - 3399	3000 - 3399	4000	Temperature		
14072	Recessed Troffer	3400 - 3799	3400 - 3799	5000	5000K Color Temperature		
14815	1x4, Area 3	3800 - 4199	3800 - 4199				
		4200 - 4599	4200 - 4599		2700K - 6500K Adjustable White Color Temperature		
		4600 - 4999	4600 - 4999	μIJ			
		5000 - 5399	5000 - 5399	DGDW			
		5400 - 5799	XX - Not Applicable	RUDW			
		5800 - 6199	_				
		6200 - 6599					
		6600 - 6999					
		7000 - 7399					
		7400 - 7799					
		7800 - 8199					

Lens		Trim Type/Color		Power		Dimming		Housing Color	
FR	Frosted Lens	SMBL	Shade Matte Black	120-277V	120-277V Standard	1*	0 - 10V Dimming 1%	SW	Solid Metal, White
CL	Clear Lens	SGBL	Shade Glossy Black	POE	Power Over Ethernet	0*	0 - 10V Dim to Off, Cloud IQ		
FD	Focused Distribution Lens	SMWH	Shade Matte White		1				
		SGWH	Shade Glossy White						

* Driver compatible with specific controls systems available upon request.





Recessed Linear Direct (RLD)

Specifications

Construction

- Pre-painted matte aluminum and metal end plates
- Remote mount gear box for power supply/control equipment

Mounting and Installation

- Flush recessed into opening in Cloud
- Connection brackets upon request to be used for simple mounting
- Blind riv-nuts utilized for simple height optimization

Optical

- Evenly diffuse flat acrylic lens or collimating lens for improved UGR
- End to end illumination for even row lighting

Electrical

- LED Light Engine designed for reliability and long life operation
- Standard 0 10V dimming to 1% or 0-10 v dim to off
- 120 277V standard

Controls

- Individual or grouping control with many solutions available
- · Consult factory for specific requirements

Listings

- · Design Lights Consortium qualified, see DLC QPL
- ETL safety certified for damp locations
- Standard 5-year warranty/10-year warranty available upon request









Max Candela = 2260, Horiz. Angle = 0., Vert. Angle = 5 #1 - Vert. Plane through Horiz. Angles (0-180) #2 - Vert. Plane through Horiz. Angles (45-225) #3 - Vert. Plane through Horiz. Angles (90-270) #4 - Vert. Plane through Horiz. Angles (135-315)

DIMENSIONAL INFORMATION



Recessed Linear Direct - Indirect (RLDI)

Specifications

Construction

- Custom powder-coated .040" aluminum housing
- Remote mount gear box for power supply/control equipment

Mounting and Installation

- · Design integrates seamlessly into Overcast "Cloud"
- Connection brackets upon request to be used for simple mounting
- Blind riv-nuts utilized for simple height optimization

Optical

- Injection-molded louver provides precise optical control limiting glare
- · Available in white or black with a gloss or matte finish
- Optional downlight lensing available
- Batwing optic for wide uplight distribution

Electrical

- LED Light Engine designed for reliability and long life operation
- Standard 0 10V dimming to 1% or 0-10 v dim to off
- 120 277V standard

Controls

- · Individual or grouping control with many solutions available
- Consult factory for specific requirements

Listings

- Design Lights Consortium qualified, see DLC QPL
- ETL safety certified for damp locations
- Standard 5-year warranty/10-year warranty available upon request

DIMENSIONAL INFORMATION











Max Candela = 756.403 Horiz, Angle = 40., Vert, Angle = 1 #1 - Vert. Plane through Horiz. Angles (40-220) #4 - Vert. Plane through Horiz. Angles (0-180)



Max Candela = 374.1 Horiz. Angle = 180., Vert. Angle = 115 #1 - Vert. Plane through Horiz. Angles (180-0)



Recessed Troffer (RT)







2 LED boards

Key Features

- Architectural recessed LED luminaire with perforated center basket
- Classic style updated with the latest technology
- Reflector and end caps form seamless one-piece housing
- \cdot High reflectance, low gloss matte white finish controls glare
- \cdot Comparable output to fluorescent versions with reduced wattage
- Luna® LED provides high angle uniform distribution ideal for comfortable general illumination
- Connected Solutions: integrates with wired and wireless building lighting control systems
- Preferred Light: lighting for better color rendition and human preferences
- PoE Compatible: integrated with Power over Ethernet lighting systems via standard, low-voltage wires.



Delivered Lumens: 2500lm Total System Watts: 28W

Product Overview				
Lumen Output:	2500-3500lm			
Wattage:	28-40W			
LPW:	88-91			
SDCM:	3			



Technology Configuration Options

I	Panel A	Panel B					Panel C			
Pos.1	Pos.3		Mech	anical			Color	Pos.7	Pos.8	Pos.9
F	Position 1 ²		Diffusers &	Return	Grills		Color		Position 7 ³	
0C1	Leviton, Lighting Occupancy Sensor, OSC2O-MOW	AD6	Air Diffuser, MA, 6", Sq to Round	AD10P	Air Diffuser, MA, 10", Plenum	sw	Solid Metal, White Powder Coat	АМ	Sound Mask	ing
0C2	Creston, Occupancy Sensor, Dual Tech	AD8	Air Diffuser, MA, 8", Sq to Round	AD12P	Air Diffuser, MA, 12", Plenum	SG	Solid Metal, Gray Powder Coat	WIFI1	WIFI, Aruba	
XX	No Device in this Location	AD10	Air Diffuser, MA, 10", Sq to Round	R6	Return Grille, 6"x6", Square	SMG	Solid Metal, Metallic Gray Powder Coat	WIFI2	WIFI, Ubiqu	iti
I	Position 2	AD12	Air Diffuser, MA, 12", Sq to Round	R8	Return Grille, 8"x8", Square	SMS	Solid Metal, Metallic Silver Powder Coat	WIFI3	WIFI, Cisco	
XX	No Device in this Location	AD6P	Air Diffuser, MA, 6", Plenum	R10	Return Grille, 10"x10", Square	SB	Solid Metal, Black Powder Coat	xx	No Equipme	ent
F	Position 3 ²	AD8P	Air Diffuser, MA, 8", Plenum	R12	Return Grille, 12"x12", Square	хх	No Selection	Position 8 ¹		1
FASO	Fire Alarm, Speaker Only		VI	RF*		v	RF Color	AS	Audio Spea	ker
FASS	Fire Alarm, Speaker and Strobe	V5	005 Capacity	V15	015 Capacity			xx	No Equipme	ent
XX	No Device in this Location	V8	008 Capacity	V18	018 Capacity	XX	NO Selection NOTE: VRF FACE PLATE COLOR IS	Position	9 ³	
	1		012 Capacity		1	-	WHILE	DS1	Sensor, Day Leviton, OD Direct Mour	light Only, COP-OOW, It
			Ot	her		Ot	her Color	MS	Mechanical	Sensor
		xx	No Equipm	ent		xx	No Selection	xx	No Equipme	ent

* All VRF cassette models are vibration isolation mounted Mitsubishi 2x2 cassettes. Capacities are normal cooling/ heating in Btu/h (005 = 5,000 Btu/h). See manufacturer product data for additional details.

¹ Audio speaker is a stand-alone panel selection, no other devices are permitted in Panel C if selected.

² For visual appearance, if only one device is selected in Panel A, placement will move to Position 2. ³ For visual appearance, if only one device is selected in Panel C, placement will move to Position 8.



Modular Core Diffuser (MA)

Key Features

- Extruded aluminum frame

Return Grill (R)

Key Features

- Extruded aluminum frame

Variable Refrigerant Flow Unit (VRF)

Key Features

- 24 x 24 square design
- Cooling & heating capacity ranges vary (5,000 btu/hr to 20,000 btu/hr depending on model selected)
- Energy saving options available
- Multiple fan speed settings
- · Independent vane adjustment
- · Condensate lift mechanism available
- Ventilation air intake option available

NOTE: Specific diffuser, return grille, and VRF features dependent on manufacturer make and model selected. Refer to manufacturer specifications for additional information. Example images above by Shoemaker Manufacturing & Mitsubishi.



Accessories

There are a series of additional accessories that may be desired depending on your project's requirements and location. Cloud accessories include:

- Enhanced Acoustics
- Cloud Hanging Kits
- Seismic Bracing Systems

Enhar		Hang	ing Kit 	Seismic Bracing System
AO	Standard	TR	Threaded Rod	Please check applicable box below
A1	Better	XX	Not Applicable	Yes
A2	Best			No
	>	Overcast will pr includes the gravity of threa Alternate braci	rovide a project-specific de y and seismic design. The ided rod and Gripple seism ng and stiffening methods will	ferred structural calculation submittal that standard hanging and bracing design consists nic cable bracing and rod stiffeners. require analysis and may incur additional fees.

Enhanced Acoustics

The Cloud system has a three-tiered approach to meet the individual needs of each space in your project. The standard offering includes a 2" layer of polyester fiber or recycled cotton insulation, depending on the finish selected. If increased absorption is required, we have developed "better" and "best" options that are achieved by adding an additional layer of acoustic insulation above each cloud. Added insulation is not visible from below.

Noise Reduction Coefficient (NRC) of Cloud Array						
Product Option	Distance Between Clouds					
	0'					
A0 Standard	1.05	1.10				
Al Better	1.20	1.30				
A2 Best	1.20	1.40				

Modified Type J mount with cloud finished surface 54" from structure

Cloud Hanging Kit

Overcast provides a threaded rod hanging kit for each cloud in your project. The kits include the appropriate anchors to connect to the structure above, threaded rod cut to length, and associated hardware.

Seismic Bracing Systems

Seismic bracing systems are designed and engineered to brace and secure suspended nonstructural equipment and components when required by building code. Two discrete products are required when nonstructural equipment is hung from threaded rods: bracing and rod stiffeners. Our standard seismic offering includes:



ROD STIFFENERS



Seismic Cable Bracing Features

- Fast installation time
- No tools required
- Complete pre-engineered system
- No field swaging of cables
- Color coding allowing for easy field verification from the ground

Rod Stiffener Features

- Fast installation time
- \cdot No tools required, click and connect mechanism
- Lightweight solutions

NOTE: alternate rod stiffening options are available upon request. Seismic cable bracing option shown is a sample configuration.



SEISMIC CABLE BRACING









Is the Overcast Cloud integrated ceiling product certified and does it have a UL Listed Mark (or comparable) certification mark?

- category for an integrated ceiling system product.
- ٠ integration process change the integrated products use case or safety.
- •

• Overcast Innovations inquired with two laboratories, <u>Intertek Testing Services</u> (ETL Listed Mark) and <u>Underwriters Laboratories</u> (UL Listing Mark), listed in OSHA's Nationally Recognized Testing Laboratory (NRTL) Program in June 2020 about whether there is an appropriate product category for testing the Overcast Cloud integrated ceiling system. The engineers at both laboratories both indicated that there was no appropriate

It was determined that the Overcast Cloud is a combination of several listed products and the Cloud is an "integrator of certified products". They compared the Cloud to a wiring harness which is comprised of a series of products from different manufacturers. The laboratories also indicated that most safety and technical regulations revolve around processes that change the technical scope, category, ability, or characteristics of a given item and the cloud integrated ceiling system does not change any of these areas, nor does the cloud

Overcast verifies that all electrical and electronic components possess an NRTL Mark and have been tested against standards for electrical safety, electromagnetic compatibility, radio frequency compliance, energy

efficiency and safety systems where applicable. Overcast also tracks the NRTL listings of all components utilized in the manufacturing of the cloud finished good, and an NRTL Listing report can be generated from the Overcast Product Lifecycle Management system based on project-specific component selections.







VMC GROUP THE POWER OF TOGETHER

CERTIFICATE OF COMPLIANCE

SEISMIC DESIGN OF NONSTRUCTURAL COMPONENTS AND SYSTEMS



Certification No.

VMA-54057-01C (Revision 01)

Expiration Date: 4/30/2025

Certification Parameters:

The nonstructural products containing non-active components, listed on this certificate are CERTIFIED¹ FOR SEISMIC APPLICATIONS in accordance with the following building code³ releases.

IBC 2021, 2018, 2015, 2012, 2009

The following model designations, options, and accessories are included in this certification. Reference report number VMA-53955-01 as issued by VMC Group for a complete list of certified models, included accessories/options, and certified installation methods.

Overcast Innovations; Cloud V2 Integrated Ceiling System Model; V2 4x4 to 4x8 & 6x6 to 6x8

The above referenced non-active components equipment are APPROVED for seismic application when properly installed⁴, used as intended, and contains a Seismic Certification Label referencing this Certificate of Compliance. Approval is limited by the tabulated values, grade, and roof-level installations as shown in the chart below. Equipment Importance Factor assigned is I_P=1.5. The equipment is qualified by ISO Accredited Product Certification Agency, VMC Group via structural analysis of worst-case representative sample of certified product.

Certified Seismic Design Levels					
Certified Importance	Importance I _P ≤ 1.5 Soil Classes A-E	z/h = 1.0	z/h ≤ 0.0		
IBC	Risk Categories I-IV Design Categories A-F	S _{DS} ≤ 2.3 g	S _{DS} ≤ 2.3 g		

Certified Seismic Installation Methods

Rigid Ceiling Suspension

HEADQUARTERS

113 Main Street Bloomingdale, NJ 07403 Phone: 973.838.1780 Toll Free: 800.569.8423 Fax: 973.492.8430

102S-103387 Rev19

CALIFORNIA

180 Promenade Circle Suite 300 Sacramento, CA 95834 Phone: 916.634.7771

TEXAS 11930 Brittmoore Park Drive Houston, TX 77041 Phone: 713.466.0003 Fax: 713.466.1355



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Certified Product Table:

Madal & Siza	Cloud S	ize [in]	Weight [Ib]		
Wodel & Size	Length	Width	Min	Max	
FG-00013: 4x8	95.75	47.75	116.39	235.58	
FG-00014: 4x6	71.75	47.75	105.70	156.10	
FG-00015: 4x6	71.75	47.75	93.80	180.70	
FG-00016: 4x4	47.45	47.75	69.40	125.90	
FG-00010: 4x6	47.75	71.75	93.20	169.80	
FG-00011: 4x6	47.45	71.75	90.30	182.80	
FG-00017: 4x8	47.75	95.75	108.70	207.10	
FG-00018: 4x8	47.75	95.75	109.10	223.40	
FG-00019: 6x8	95.75	71.75	159.70	249.80	
FG-00020: 6x8	95.75	71.75	160.10	323.80	
FG-00021: 6x8	71.75	95.75	145.00	309.60	
FG-00022: 6x8	71.75	95.75	144.50	297.90	
FG0009: 6x6	71.75	71.75	127.20	247.40	
FG0006: 6x6	71.75	71.75	109.70	260.70	

The structural integrity of the CLOUD V2 fabricated parts and assemblies is analyzed and certified to withstand the listed seismic loading. Post seismic event functionality of 3rd party devices termed as "Articles" by Overcast Innovations and their attachment to CLOUD V2 fabricated parts and assemblies is not guaranteed.



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CERTIFICATE OF COMPLIANCE

SEISMIC DESIGN OF NONSTRUCTURAL COMPONENTS AND SYSTEMS

VMA-54057-01C (Revision 01) Issue Date: April 1, 2022 Revision Date: April 25, 2022 Expiration Date: April 30, 2025

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CERTIFICATE OF COMPLIANCE

SEISMIC DESIGN OF NONSTRUCTURAL COMPONENTS AND SYSTEMS

Notes and Comments:

- 1 Worst case representative samples from all CLOUD V2 listed herein was selected for structural analysis. It was analyzed using seismic loading criteria for nonstructural components as set forth in the ASCE 7 chapter 13. The analyzed CLOUD cited in this certification was a representative sample(s) of a contingent of models and based on the analysis of selected CLOUD, all other listed CLOUD sizes are deemed structurally sound to resist mentioned seismic criteria. Although a seismically qualified CLOUD inherently contains some wind resisting capacity, that capacity is undetermined and is excluded from this certification. Snow//ce loads were not considered for this analysis.
- 2. Weight of units should not exceed weight listed in the certified product table.
- The following building codes are addressed under this certification 3.
 - IBC 2021 referencing ASCE7-16 IBC 2018 - referencing ASCE7-16 IBC 2015 - referencing ASCE7-10 IBC 2012 - referencing ASCE7-10 IBC 2009 - referencing ASCE7-05
- 4 Refer to the manufacturer supplied installation drawings for anchor requirements and mounting considerations for seismic applications. Required anchor locations, size, style, and load capacities (tension and shear) may be specified on the installation drawings or specified by a 3rd party. Mounting requirement details such as anchor brand, type, embedment depth, edge spacing, anchor-to-anchor spacing, concrete strength, special inspection, ceiling design, and attachment to nonbuilding structures must be outlined and approved by the Engineer of Record for the project or building. Structural supports must also be seismically designed and approved by the project or building Structural Engineer of Record to withstand the seismic anchor loads as defined on the installation drawings. The installing contractor is responsible for observing the installation detailed in the seismic installation drawings and the proper installation of all anchors and mounting hardware.
- 5. Where applicable, Mechanical, Electrical, and Plumbing connections to the equipment supported to units must be flexibly attached as to not transfer load through the connection. The structural integrity of any conduit, cable trays, piping, ductwork and/or flexible connections is the responsibility of others. This certification does not guarantee the unit will remain compliant to NEMA, IP, UL, or CSA standards after a seismic event.
- 6 This certificate applies to units manufactured at: 210 South Hudson Street Seattle, WA, 98134
- 7. This project follows VMC Group's ISO-17065 Scheme for Product Certification of Nonstructural Components.

John P. Giuliano, PE President, The VMC Group



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Revision Date: April 25, 2022 Expiration Date: April 30, 2025





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Overcast Innovations, LLC Warranty

Performance of the work

Overcast shall perform the scope of work ("Work") specified herein. Overcast shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Customer shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for Overcast to perform any and all aspects of the Work.

1. Product Sales

- any terms and conditions included with any PO. Overcast reserves the right to accept or reject each PO.
- Overcast will not collect the taxes covered by the certificate.
- and other third parties shall be permitted, unless otherwise agreed upon in writing by the Parties.
- accrued at the lesser of 1.5% per month or the maximum amount permitted by law.

2. Product Warranty

- to Customer ("Warranty Period"), Overcast warrants against defects in materials or workmanship.
- provided by Overcast; or (f) damage or defects caused by Third-Party Materials (defined in Section 2.5 below).
- for any Defect

102S-103387 Rev19



1.1 <u>Purchase Orders</u>. Customer will order Product from Overcast by issuance of a written purchase order ("PO"). Customer may not cancel or reschedule a PO without written approval of Overcast. The terms and conditions of this agreement take precedence over

1.2 Price. Unless otherwise mutually agreed upon by the Parties in writing, the purchase price for a Product will be as specified in the then-current price list provided y Overcast to Customer as of the date Overcast receives a PO ("Price"). The Price is exclusive of sales, use, excise, or value added tax, which will be payable by Customer. If Customer provides to Overcast a valid tax exemption certificate,

1.3 Shipping. Overcast will ship Product pursuant to an accepted PO to Customer FOB destination, with title and risk of loss passing from Overcast to Customer at the designated delivery destination. Partial deliveries as well as deliveries by distributors, a, agents

1.4 Payment. Overcast will invoice Customer for the applicable Product Price as follows: (a) 50% of the total Price of Products ordered following Overcast's acceptance of a PO; (b) 40% of such Price following Overcast's delivery of such Products to Customer; and (c) 10% of such Price following the earlier of the date of installation of such Products or [30 days after delivery thereof]. Customer will make full payment for each invoice within [30] days after the date of Overcast's invoice [by wire with immediately available funds to the bank account designated by Overcast]. Any payments due to Overcast that are not timely received will be subject to interest

2.1 Overcast Warranty. Subject to the exclusions in Section 2.2, for the [12-month] period immediately following Substantial Completion

2.2 Warranty Exclusions. Overcast will have no liability for any breach of Section 2.1 to the extent such breach is caused by: (a) installation or commissioning (including configuration, inspection and test) activities performed by anyone other than Overcast; (b) misuse, mishandling, neglect, improper storage, accident, or negligent operation or maintenance of any Product; (b) modifications (including repair) to the Product made by anyone other than Overcast; (c) flood, fire, theft, vandalism, or other external cause of damage; (d) reasonable wear and tear; or (e) damage or defects arising from use outside of operating specifications or other documentation

2.3 Warranty Remedy. Subject to Customer's compliance with the terms of Section 2.4, during the Warranty Period, Overcast will, at its expense and sole discretion, repair, replace, or refund the Price paid by Customer for any Product that fails to conform to the warranty in Section 2.1 ("Defect"). This remedy is Customer's sole and exclusive remedy, and Overcast's sole and exclusive liability, 210 South Hudson Street Seattle, WA 98134

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- 2.4 Product Returns. Customer will, at its expense, return any Defect to Overcast in accordance with Overcast's instructions [within 30 days of discovering any Defect]. Customer will bear risk of loss on the returned Defect until delivered to Overcast. Title to any Defect will pass to Overcast upon the date which Overcast provides any replacement or refund for such Defect. In the event of a disagreement between Overcast and Customer over the existence of a Defect or warranty exclusion, the results of Overcast's reasonable testing and diagnostics will be conclusive.
- 2.5 Third-Party Materials. The Product is designed to be integrated with third-party components, software, and systems ("Third-Party Materials"). As a convenience to Customer, Overcast may procure and deliver Third-Party Materials for Customer. Overcast will not be responsible or liable for Third-Party Materials, and the warranty in section 2.1 does not apply to Third-Party Materials. Customer will comply with, and will be solely responsible for complying with, any terms and conditions, including any software license terms, applicable to the Third-Party Materials.
- 2.6 Recall. Customer will promptly provide Overcast written notice of all Product safety issues of which it becomes aware. Customer will reasonably assist Overcast in its Product safety issue investigation and response, including by providing Overcast with access to the physical Products giving rise to any safety issue. Customer will cease use of the Products, and promptly return the Products, upon receiving notice from Overcast of a Product recall. In connection with any such recall, Overcast will either repair, replace or refund the purchase Price for such recalled Product. This remedy is Customer's sole and exclusive remedy, and Overcast's sole and exclusive liability, for any recalled Product.

3. Confidentiality.

- 3.1 Definition. "Confidential Information" means information that one Party (or its affiliate) discloses to the other Party (or its affiliate) in connection with this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances.
- 3.2 Exclusions. The obligations under Section 3.2 will not apply to information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient or unauthorized act of any third party.

4. Defense and Indemnity.

- 4.1 Overcast Obligations. Overcast will, at its expense, defend and indemnify Customer from and against third-party lawsuits, claims, demands, investigations and actions, and associated liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs), to the extent arising from an allegation or claim related to the Product's direct infringement or misappropriation of a third-party's U.S. intellectual property rights.
- 4.2 Customer's Obligations. Customer will, at its expense, defend and indemnify Overcast and its affiliates from and against third-party lawsuits, claims, demands, investigations and actions, and associated liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and court costs), to the extent arising from an allegation or claim related to Customer's breach of the Agreement or any operation, installation or use of the Product in violation of operating or storage conditions, documentation or other written specifications provided by Overcast.
- 4.3 Exclusions. This Section 4 will not apply to the extent the underlying allegation or claim arises from: (a) an indemnified Party's breach of this Agreement, negligence, fraud or willful misconduct; or (b) in the case of Overcast's obligations under Section 4.1, modification of the Product by anyone other than Overcast, combination of the Product with any Third-Party Materials, Overcast's compliance with designs or specifications provided by Customer, or use of the Product in an application or environment for which it was not designed.
- 4.4 Overcast Options. If a Product is held to infringe, distribution is enjoined, or Overcast reasonably believes that any Product may become subject to a claim of infringement or misappropriation, then Overcast will have the right at its option to: (a) procure the rights necessary for Customer to continue to use the Product in the application for which it was designed; (b) modify the Product to make it non-infringing; or (c) if Overcast believes neither of the foregoing is commercially practicable, refund the Price paid for

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such Product. If Overcast provides a remedy under Section 4.4(c), then Customer will immediately thereafter discontinue all use of the Product. Any remedy provided by Overcast under this section will be Customer's sole and exclusive remedy, and Overcast's only liability, for any actual or alleged infringement or misappropriation by the Product of intellectual property rights of a third party.

5. Limitation of Liability.

- THE PRODUCT(S) GIVING RISE TO THE CLAIM.
- liability cannot be excluded or limited under applicable law.

6. Term and Termination.

- written notice
- which by their nature should survive termination of this Agreement will survive.

7. General Terms.

- this Agreement.
- 7.3 No Agency. This Agreement does not create any agency, partnership, or joint venture between the Parties.
- agrees to submit to the personal and exclusive jurisdiction of the courts located in King County, Washington.
- the duration of the delay caused thereby.
- parties intend "or" to designate alternatives only.



5.1 Limitations. SUBJECT TO SECTION 5.2, (A) NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR LOST PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); AND (B) THE AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO OVERCAST FOR

5.2 Exceptions to Limitations. Nothing in this Agreement excludes or limits either Party's liability for: (a) in the case of Customer, Customer's payment obligations under this Agreement; and (b) in the case of either Party, its fraud or fraudulent misrepresentation, its breach of Section 3, its infringement or misappropriation of the other Party's intellectual property rights or matters for which

6.1 Termination for Convenience. Either Party may terminate this Agreement at any time by giving the other Party at least 30 days'

6.2 Effect of Termination. Upon termination of this Agreement: (a) Customer will immediately pay to Overcast all outstanding amounts owed as of the date of termination; and (b) if requested by a Party, the other Party will use its reasonable efforts to promptly return, or destroy and confirm in writing the destruction of, all Confidential Information disclosed to it by the requesting Party. Any provisions

7.1 Publicity. Neither Party may make any public statement regarding this Agreement without the other's prior written approval.

7.2 No Waiver. Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under

7.4 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

7.5 Governing Law. This Agreement will be governed by the laws of the State of Washington, excluding conflict of law rules. Each Party

7.6 Force Majeure. Neither Party will be liable for any failure to perform due to events or circumstances beyond its reasonable control, whether or not foreseeable, including acts of God, war, riot, embargoes, acts of civil or military authorities, epidemic or pandemic, delay in delivery by Overcast's suppliers, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor or materials. In the event of force majeure, Overcast's time for delivery or other performance will be extended for a period equal to

7.7 Construction. The word "include" (including all conjugations) is intended to be exemplary, not exhaustive, and will be deemed followed by "without limitation," and the word "or" means both "and" and "or," except where the context clearly indicates that the

7.8 Notices. Unless otherwise specified in this Agreement, all notices required or permitted under this Agreement will be in writing and delivered by email to the respective email addresses set forth in the signature block below or as otherwise updated through notice

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by a Party to the other Party, effective on receipt, as verified by written or automated receipt or by electronic log (as applicable). In addition, if notice is from Customer to Overcast then notice will be in writing and delivered to: General Counsel, Overcast Innovations, LLC, 5005 3rd Ave S., Seattle, WA 98134.

- 7.9 Severability. If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.
- 7.10 <u>Amendments</u>. Any amendment to this Agreement must be in writing, signed by the Parties, and expressly state that it is amending this Agreement.
- 7.11 <u>Counterparts</u>. The Parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument.
- 7.12 Entire Agreement. This Agreement sets out all terms agreed between the Parties regarding their performance hereunder and supersedes all other agreements between the Parties relating to its subject matter. Any terms and conditions stated on a Customerissued PO will be void. In entering into this Agreement no Party has relied on, and no Party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly set out in this Agreement



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