



DATA PROJECTIONS

**WILCO - Tele-Justice Center AV-VTC Systems Upgrade
- Small 2nd Floor Courtroom - TIPS** [REDACTED]

Quote # [REDACTED]
Version [REDACTED]

Prepared for:

Williamson County





DATA PROJECTIONS

4616 W. Howard Ln
Suite 140
Austin, TX 78728
www.dataprojections.com
512.420.8856

Tuesday, March 22, 2022

Williamson County
[REDACTED]
[REDACTED]

RE: WILCO - Tele-Justice Center AV-VTC Systems Upgrade - Small 2nd Floor Courtroom - TIPS [REDACTED]
[REDACTED]

Thank you for allowing Data Projections the opportunity to present this solution for the Williamson County.

As a leading audio visual communications design/build firm, Data Projections is uniquely qualified for a project of this scope. Our experience includes solutions for:

- Multipurpose rooms and auditoriums equipped with large-venue audio visual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- Conference, board rooms and training rooms of all shapes and sizes
- Digital signage implementations across enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audio visual command and control systems
- College and university classrooms, lecture halls and labs
- Individual school classrooms to entire districts
- And many more unique applications

Because we partner with the best technology companies in the industry, we're able to provide a wide range of comprehensive solutions built around the specific needs of our customers, while taking into account the technical, capital and logistical factors involved in each project and solution.

Rapid and effective communication is key to staying ahead of the competition. Better communication leads to better decisions - and better results. How do you maintain consistent communication across your organization as well as external audiences? Data Projections' team of professionals will keep you simply connected.

Kind regards,

Mark Mazac
Account Executive
Austin



Executive Summary

Scope Introduction

Data Projections is providing this proposal at the request of Williamson County for Audio Visual System Upgrades to a small 2nd Floor Courtroom at the Justice Center.

-Project Location:

Williamson County Courthouse
405 Martin Luther King
Georgetown, TX 78626

-Onsite Point of Contact:

[REDACTED]
Williamson County
[REDACTED]

SCOPE OF WORK

WILCO – Small Courtroom (2nd Floor) – AV Systems Upgrades.

Data Projections will provide, install, and test the following in the Courtroom as follows:

Small 2nd Floor Courtroom–

VIDEO:

- 2 – 75" Displays (1 on each side wall of Counsel Tables)
- 1 - 86" Display on Rear wall facing Judge
- - DPI and Wilco Facilities to work together mounting displays as they will be on wood paneling walls in the courtroom.
- 24" Annotation Monitor for Witness
 - USB to be routed through NVX for control of Rack Mounted Extron Annotator
 - Monitor will attach via monitor swing arm
- Document Camera
 - Location TBD with Wilco
- Multi input connections at Prosecution and Defense

VIDEO CONFERENCING:

- DPI will provide and Install (2) cameras in the Courtroom to capture image of Judge's bench and/or Attorney's Tables area.
 - The new RoboSHOT 30E camera feeds will be routed into the Crestron HD-WP-4K-401-C to allow for multiple Camera layouts via the Crestron Touch Panel in the Courtrooms to be utilized during Video Sessions.



Executive Summary

- The control of the new Camera System will be programmed into the Crestron Touch Panel to allow for calling/answering/camera(s) control in the Courtroom.
- 4x1 Crestron Video Processor HDMI output will feed NVX card and be routed Input 1 on Vaddio AV 2x1 Bridge
 - Crestron NVX System will feed Input 2 on Vaddio AV 2x1 Bridge
 - This will be for User sources from Courtroom
- AV Bridge / Whatever Client wants to call it will be selected on Touch Panel
 - User will then be able to Pick Camera Layout as well as if Content from in-room sources are needed to feed AV Bridge
 - Dual Camera Mode, Single Camera Mode (Camera 1 or Camera 2), Dual Camera + Room Source Content, Single Camera + Room Source Content
 - USB from AV Bridge will be a selectable input on PC Soft Codec of choosing (Zoom, TEAMS, etc.)
 - USB from PC will be extended into Courtroom (Connect to USB Extender Unit) to host Keyboard and Mouse
- OFE PC for Soft Codec Integration


AUDIO:

- Dante Audio with POE will feed Audio Input/output on AV Bridge
- 12 – Ceiling Speakers
- Biamp Tesira Forte DAN VT
 - VOIP Calls similar to Justice Center capabilities
- 4 – Wireless Gooseneck Microphones
 - Prosecution/Defense
 - Charging station located next to Judge's bench
- 2 – Wired Gooseneck Microphones
 - Judge and Witness
- 1 – MXA310 for Sidebar at Judge's Bench
- Shure XLR to Dante for Wired Gooseneck signal extension back to AV Rack
- RDL – Dante Headphone Amplifier with volume knob
 - Located at court reporter station
- Assisted Listening Transmitter
 - Located in courtroom
 - Location TBD on walkthrough
 - Dante connection back to DSP

CONTROL:

- 10" Crestron Touch Panel at Judge's bench
- 9" Crestron Wireless Panel



 Executive Summary

Courtroom(s) Overflow Viewing in Hallways:

VIDEO:

- DPI will utilize the Vaddio Cameras in each Courtroom to capture Judge’s bench and/or Attorney’s Tables area and send video to Hallways Display. During the VTC call, the Hallway camera feed will mirror the Camera feed in the call.
- DPI will install (1) new 55” Displays on flat-tilt wall mount in Hallway outside the Courtroom
- The control of the Vaddio Camera and display will be programmed into the existing Crestron Touch Panel.

IDF/AV Rack Room:

- Existing 2-Post AV Rack in IDF will be used to install AV Infrastructure equipment
- UPS unit with 2 – Additional Batteries for extended run-time
- Slim AV Podium for Presentations
 - Exact model and options TBD with Williamson County

Special Notes:

- Williamson County will provide power for all AV equipment and will ensure DPI technicians have full access to the space for installation in the Courtroom.
- Williamson County ensures that all existing owner-furnished-equipment (OFE) is in good working condition, if applicable.
- Williamson County will provide IT and Facilities Support for Network, Electrical, HVAC, and/or physical limitations that may be incurred.

Scope Conclusion:

Upon acceptance of this proposal, provide a signed proposal and Purchase Order including payment method delivered to Data Projections. Installation date will be confirmed once this documentation is received.

Change Orders:

As noted elsewhere in this document, no product changes/substitutions nor changes or modifications in equipment location will be made without the express written consent of **Williamson County & Data Projections**. Any requests for deviation to this contract or incomplete client requirements may result in additional fees.

Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Small 2nd Floor Courtroom				
<i>Video Conferencing System</i>				



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
VADDIO	999-99630-100 RoboSHOT 30E OneLINK HDMI SYS	\$4,955.89	2	\$9,911.78
CRESTRON	HD-WP-4K-401-C 4K Multi-Window Video Processor with HDBaseT & HDMI Outputs	\$4,320.99	1	\$4,320.99
VADDIO	999-8250-000 AV Bridge 2x1 N/A	\$2,489.30	1	\$2,489.30

Video System

PANASONIC SOLUTIONS COMPANY	TH-86EQ1W ENTRY-LEVEL 4K PROFESSIONAL DISPLAY FEATURING THIN AND STYLISH DESIGN WITH NARRO	\$5,863.41	1	\$5,863.41
PANASONIC SOLUTIONS COMPANY	TH-75EQ1W ENTRY-LEVEL 4K PROFESSIONAL DISPLAY FEATURING THIN AND STYLISH DESIGN WITH NARRO	\$3,431.71	2	\$6,863.42
Extron	60-1316-01 HDCP-Compliant Annotation Processor with DTP Extension	\$4,219.51	1	\$4,219.51
PLANAR	997-7052-00 HELIUM 24-INCH WIDE BLACK PROJECTED CAPACITIVE MULTI-TOUCH EDGE-LIT LED LCD, USB	\$432.93	1	\$432.93
WolfVision	VZ-3neo CMOS 1080p Desktop Visualizer	\$2,607.32	1	\$2,607.32
Crestron	DM-NVX-360C DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	\$1,207.32	8	\$9,658.56
Crestron	DM-NVX-360 DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$1,207.32	7	\$8,451.24
Crestron	DMF-CI-8 DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	\$1,341.46	1	\$1,341.46



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	DM-NVX-DIR DM NVX Director Virtual Switching Appliance for 80 Endpoints	\$3,353.66	1	\$3,353.66
NETGEAR	GSM4352PB 48X1G POE+ STACKABLE MANAGED SWITCH WITH 2X10GBASE-T AND 2XSFP+ (1,000W PSU)	\$3,184.87	1	\$3,184.87
<i>Audio System</i>				
Cambridge	E-A-W-16-4 Standard Emitters, White, 4 pack, with 4 x 16 ft white plenum rated cables	\$304.88	3	\$914.64
Cambridge	Qt 100 Qt-100, 1-zone sound masking control module	\$640.24	1	\$640.24
Crestron	SAROS IC6T-W-T-EACH Saros 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered in multiples of 2)	\$154.88	8	\$1,239.04
Extron	60-1761-02 Two Channel Amp, 100 watts at 70 volts	\$579.27	1	\$579.27
Biamp Systems	TesiraFORTE DAN VT Fixed I/O DSP with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 32 x 32 channels of Dante, AEC technology (all 12 inputs), 2 channel VoIP, and standard FXO telephone interface	\$2,865.85	1	\$2,865.85
Shure	MXWNCS4 4-CH NETWORKED CHARGING STATION	\$1,218.29	2	\$2,436.58
Shure	MXWAPT8-Z10 8-CH ACCESS POINT TRANSCEIVER	\$2,860.43	1	\$2,860.43
Shure	MXW8-Z10 DESKTOP BASE TRANSCEIVER	\$487.80	4	\$1,951.20



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Shure	MX415LPDF /C 15" Shock-Mounted Gooseneck, Green/Red LED Ring at bottom, Less Preamplifier, Dual Flexible, Cardioid	\$189.02	4	\$756.08
Shure	ANI4IN-XLR 4-Input, XLR connectors, Mic/Line Dante Audio Network Interface with PEQ and Audio Summing	\$469.51	1	\$469.51
RDL	AV-NH1 Network to Stereo Headphone Amplifier - Dante	\$408.72	1	\$408.72
Shure	MX412D/C Cardioid-12" Desktop Gooseneck Condenser Microphone, Attached 10' XLR Cable, Logic Functions, Programmable Switch and LED Indicator, Attached Desktop Base	\$256.10	2	\$512.20
Shure	MXA310B TABLE ARRAY, BLK	\$791.46	1	\$791.46
William Sound AV	FM 557 PRO D FM Plus Large-area Dual FM and Wi-Fi assistive listening system with 4 FM R37 receivers. Features Dante input, coaxial cable and rack panel kit for professional installation. System includes: (1) FM T55 D transmitter, (4) PPA R37N receivers, (4) EAR 02	\$1,680.18	1	\$1,680.18
<i>Control System</i>				
Crestron	DM-NUX-R2-1G-W DM NUX USB over Network Wall Plate with Routing, Remote, White	\$570.73	1	\$570.73
Crestron	DM-NUX-L2-1G-W DM NUX USB over Network Wall Plate with Routing, Local, White	\$570.73	1	\$570.73



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	CEN- GWEXER- PWE infiNET EX & ER Wireless Gateway w/PoE Injector	\$369.51	1	\$369.51
Crestron	TST-902 8.7" Wireless Touch Screen	\$2,548.78	1	\$2,548.78
Crestron	ANT-EXT-10 10 ft Antenna Extender	\$80.49	1	\$80.49
Crestron	TS-1070-B-S 10.1 in. Tabletop Touch Screen, Black Smooth	\$2,012.20	1	\$2,012.20
Crestron	CP4N 4-Series Control System	\$1,878.05	1	\$1,878.05
<i>Miscellaneous Hardware</i>				
SurgeX	SA-82 SURGE & POWER COND 8A 2PORT	\$329.27	3	\$987.81
Chief	XTM1U Micro-Adjust Tilt Wall Mount X-Large	\$301.68	3	\$905.04
VADDIO	998-6000-006 DUAL 1/2 RACK MOUNTING KIT	\$106.66	1	\$106.66
Digitalinx	BYOD-HUB-UT BYOD HUB UNDER TABLE FORMAT	\$544.44	2	\$1,088.88
Crestron	FT2-500-ELEC-PTL-B FlipTop™ FT2 Series Cable Management System, 500 Size, Mechanical, Pass-Through Lid, Black	\$414.81	2	\$829.62
Crestron	FT2A-CHGR-USBA/C USB Rapid Charging Module for FT2 ELEC Series, USB Type-C Type-A High Power Charging Ports, Bus Powered	\$170.37	2	\$340.74
Crestron	FT2A-PWR-US-2 AC Power Outlet Module for FT2 Series, Dual, US NEMA 5, Type B, w/2 Under-Table Outlets Cord	\$102.47	2	\$204.94



Room 1 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	FT2A-PLT-PT-10 FlipTop FT2 Series Cable Management System Cable Pass-Through Plate Modules, Qty. 10	\$54.32	1	\$54.32
Crestron	PW-2412WU Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	\$47.56	8	\$380.48
Cables and Kits	RPA1U Recessed Rack Adapter	\$33.52	1	\$33.52
AVFI	RK5105 14U Mobile Rack Ideal solution for distance education, electronic classrooms and corporate training sites. It features front 14U rack frame with adjustable shelf, a top surface to support monitors, laptops and room control systems, front and rear locking	\$1,071.95	1	\$1,071.95
AVFI	9052-2 2U Sliding Metal Drawer	\$192.68	1	\$192.68

Subtotal: \$95,030.98

Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Hallway Overflow				
PANASONIC SOLUTIONS COMPANY	TH-55SQ1W 4K LCD DISPLAY	\$2,234.94	1	\$2,234.94
Crestron	DM-NVX-360 DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$1,207.32	2	\$2,414.64
CHIEF	MTM1U Micro-Adjust Tilt Wall Mount Medium	\$149.53	1	\$149.53
RDL	TX-1A Bal. to Unbal. Transformer - Adjustable	\$41.68	1	\$41.68
SurgeX	SX-DS-154 SURGE & POWER FILTER 15A 4PORT	\$356.10	1	\$356.10



Room 2 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Crestron	PW-2412WU Wall Mount Power Pack, 24 VDC, 1.25 A, 2.1 mm, Universal	\$47.56	2	\$95.12

Subtotal: \$5,292.01

Room 3 - Hardware

Mfr.	Description	Price	Qty	Ext. Price
Rack Room				
surgeX	UPS-2000-OL ONLINE UPS 2000VA 2RU 20A 5P	\$2,343.37	1	\$2,343.37
SurgeX	UPS-BPX-2000 EXT BATTERY PACK UPS-2000-OL	\$769.88	2	\$1,539.76
SurgeX	SX-DS-158 120V 15A SURGE PROTECTION	\$198.78	2	\$397.56

Subtotal: \$4,280.69

Room 1,2, 3 Services

Product Details	Ext. Price
Installation Labor	\$7,350.00
Project Management	\$1,500.00
Design/Engineering	\$1,350.00
Programming Labor	\$5,600.00

Subtotal: \$15,800.00

Miscellaneous Materials

Product Details	Ext. Price
Miscellaneous Materials	\$2,813.80

Subtotal: \$2,813.80



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Service & Maintenance

Product Details	Ext. Price
Service & Maintenance	\$5,993.79
Subtotal:	\$5,993.79



WILCO - Tele-Justice Center AV-VTC Systems Upgrade - Small 2nd Floor
Courtroom - TIPS [REDACTED]



Prepared by:
Austin
Mark Mazac
(512) 271-6538
Fax 512.420.9185
mmazac@dataprojections.com

Prepared for:
Williamson County
[REDACTED]

Quote Information:
Quote #: [REDACTED]
Version: [REDACTED]
Delivery Date: 03/22/2022
Expiration Date: 05/15/2022

Quote Summary

Description	Amount
Room 1 - Hardware	\$95,030.98
Room 2 - Hardware	\$5,292.01
Room 3 - Hardware	\$4,280.69
Room 1,2, 3 Services	\$15,800.00
Miscellaneous Materials	\$2,813.80
Service & Maintenance	\$5,993.79

Subtotal: **\$129,211.27**
Shipping: **\$1,056.50**
Total: **\$130,267.77**

			Amount
			\$130,267.77

Other service options available. Contact your sales representative.

By signing this agreement, you are accepting our Terms and Conditions. This does not negate the need for a purchase order or any other purchasing requirement which your company necessitates. Data Projections reserves the right to require a customer down payment/deposit contingent on the creditworthiness of the customer.



DATA
PROJECTIONS

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Suite 140
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Austin

Signature: Mark D. Mazac
Name: Mark Mazac
Title: Account Executive
Date: 03/22/2022

Williamson County

Signature: _____
Name: Judge Bill Gravell
Date: _____



Statement of Performance

TERMS AND CONDITIONS

Notice

This Scope of Work is delivered on the basis of the following Assumptions:

- Site preparation by the Customer includes electrical, wall reinforcement, telephone and data network infrastructure placement per Data Projections specification.
- All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by Data Projections project manager.
- In Room(s) where installation is to be completed are to be made available for Data Projections exclusive use on the days of the scheduled installation. Unless specifically arranged in advance, rooms will be available during normal business hours, defined as Monday through Friday, 8:00 AM to 5:00 PM excluding holidays. All required spaces (rooms, access points, etc.) must be available at the start of the installation and remain available for the duration of the Project. Any required space that is unavailable during the scheduled installation time frame may result in delayed delivery of the Project and/or additional charges. Additional rates will only be applied after execution of Data Projections generated Project Change Request according to the Change Management Procedure section following and signed approval by Owner or Owner's representative.
- The project schedule must allow for sufficient time for completion of all installation and final testing of systems prior to occupancy of the site. If sufficient time is not allowed, Data Projections will be held harmless for systems that do not meet requirements. In this case, all costs associated with completion of work, including overtime labor rates, will be considered outside the scope of this offering and billable to the Client. Unless otherwise stated, the installation shall be scheduled contiguously from start to finish. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. If notification is made after initial acceptance of this SOW, Change Management Procedure section following shall be implemented and additional charges may apply. Data Projections reserves the right to revise the proposal/scope of work based upon information obtained from subsequent site surveys and other sources not available at the time of that the original proposal was issued.
- Data Projections reserves the right to substitute equipment of similar specifications should any of the specified equipment be unavailable at time of order from the manufacturer. This will be done in an effort to maintain the completeness of the proposed audiovisual system and meet the anticipated installation schedule. Data Projections will notify the client in the event there is a need for any equipment substitutions.
- There is secure storage for equipment during a multiple-day integration. If secure storage is not available for the duration of the multiple day integration period, Data Projections reserves the right to; delay the installation until secure storage is available which could result in project completion delays and additional storage and delay fees; payment in full for the materials and equipment that cannot be secured thus constituting transfer of ownership and relieving Data Projections of its responsibility and liability for security and protection of said materials and equipment against damage and theft.
- If Customer furnished equipment and existing cabling is to be used, Data Projections assumes that these



Statement of Performance

items are in good working condition and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.

- All Network configurations including IP addresses are to be provided, operational and functional before Data Projections' integration begins. Data Projections will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- Document review / feedback on touch panel layout / correspondence will be completed by the Customer within two business days. {unless otherwise noted}

Integration Project Management Processes

Data Projections will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Needs Analysis – performed prior to Scope of Work
- Project Welcome Notice – emailed upon receipt of Purchase Order/Notice to proceed
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status updates – informal or formal – either by phone, email or in-person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals
- Substantial Completion – Customer walk-through and user acceptance training – prior to Service transition (if purchased)

User Acceptance Training

This is geared specifically towards the end-user / operator. The purpose of this training is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system.

Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start up, stop, and shut Down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to system processor and its control applications
- Powering up, powering down AV system via control system
- Manual operation of display systems, audio system and all other related components
- Use/operation of patch panels, when and where to be used



Statement of Performance

- Who to call when help is required

Change Management Procedure

Any changes to the Scope of the project that effect the contractual value of the project must be in writing signed by the Customer and an authorized representative of Data Projections, Inc. Oral changes to the project scope, equipment or materials shall not be binding upon the parties. Changes may impact the ability of Data Projections, Inc. to deliver the desired solution per the original terms of the Contract. After acceptance of this Scope of Work, such signed and approved change orders will be incorporated by reference into and become part of this Contract and will be processed in accordance with the Change Management Procedure detailed below.

Proprietary Notice

This proposal contains confidential information and intellectual property of Data Projections and may be legally privileged. Recipient agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

Payment Schedule

The total for this proposal/project is presented as a “not to exceed” unless Data Projections and the “client” agree to add hardware, software or functionality not specifically addressed in this Statement of Work/Executive Summary. The payment schedule outlined in the Payment Options section is contingent on the established line of credit approved by the company. If credit terms are extended, the standard terms are NET 30 days. If credit terms are not requested or extended, payment will be required in full before hardware is ordered or installation dates are scheduled.

Returns

The approval of product returns is at the discretion of Data Projections and requires a return authorization number. Products that are defective will be repaired, replaced or credited in accordance with the manufacturer’s warranty. Goods returned for reasons other than warranty or defect must be in original, undamaged and untarnished condition and must include all original packaging, documentation and accessories. Restocking fees may apply to the items being returned. Any custom ordered products cannot be returned. Please consult Data Projections for additional details.

Warranty

All new equipment provided by Data Projections includes each manufacturer’s full warranty from the date of invoice. Data Projections will honor all warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of said system, unless superseded by an extended warranty, service agreement and/or preventative maintenance agreement. If a Data Projections service agreement is purchased all hardware purchased through Data Projections will be covered with no additional service or replacement fees throughout the life of the agreement even if the hardware is no longer covered under the manufacturer’s warranty. Data Projections warrants the system to be free of defects in materials and workmanship and fit for the intended purpose. This warranty does not cover equipment or system abuse, misuse including, but not limited to, operating outside of environmental, electrical, temperature or humidity specifications, system alterations neither approved nor performed by Data Projections; or repair by a service facility other than those authorized by the manufacturer.



Statement of Performance

Indemnification

Data Projections agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, director and employees (Collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Data Projections' negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom Data Projections is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Data Projections, its officers, directors, employees and sub-consultants (collectively, Data Projections) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor Data Projections shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

No Hire Policy

During the term of the Contract, and for a period of one (1) year after the termination of the Contract, or the completion of the Project, whichever is later, the Client agrees that it will not directly solicit the employment of any individual that was employed by Data Projections during the term of the Contract. In the event Client breaches this provision, the parties agree that it would be difficult to establish the precise amount of damages incurred by Data Projections as a result of such conduct, and therefore the parties agree that immediately upon hiring said individual, Client shall pay to Data Projections an amount equal to 50% of the gross annual salary or wages paid to the individual in question during the twelve months prior to the termination of that individual's employment with Data Projections. This fee shall not apply if the individual responds to a general employment advertisement through newspapers, on-line job boards or postings, agencies, open house, or job fairs.

Texas Prompt Payment Act Compliance

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Right to Audit: Data Projections agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Data Projections which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Data Projections agrees that Customer shall have access during normal working hours to all necessary Data Projections facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Data Projections reasonable advance notice of intended audits. In no circumstances will Data Projections be required to create or maintain documents not kept in the ordinary course of Data Projections' business operations, nor will Data Projections be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.