
WILLIAMSON COUNTY SERVICES AND PURCHASE CONTRACT

(Data Projections, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES AND PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Data Projections, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Goods: Service Provider shall provide County the goods described in the attached

Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit “A”, such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Delivery of Goods: The title and risk of loss of the goods shall not pass to County until County receives and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth on the purchase order. County shall have the right to inspect the goods at delivery before accepting them.

IV.

Warranty Products: Service Provider shall not limit or exclude any implied warranties and any attempt to do so shall render this Contract voidable at the option of County. Service Provider warrants that the goods furnished will conform to the specifications, drawings and descriptions provided in Exhibit “A” and County’s solicitation, if applicable. Additionally, Service Provider warrants that all goods are free from defects in material and workmanship.

V.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue for one (1) year, or when terminated pursuant to this Contract, whichever event occurs first.

VI.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein as set out in **Exhibit “A”**. The not-to-exceed amount under this Contract is Forty-Eight Thousand Six Hundred Dollars (\$48,600.00). 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 the County 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 the County 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 the County’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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

VII.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VIII.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

IX.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE

FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

X.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

XI.

Compliance With All Laws: Service Provider agrees and will comply with all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

XII.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XIII.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

Right to Audit: Service Provider agrees that the County 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 Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVI.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVII.

No Assignment: Service Provider may not assign this Contract.

XVIII.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XIX.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XX.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XXI.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XXII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXIII.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [Williamson County Vendor Reimbursement Policy.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXIV.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXV.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURES TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: _____, 20____

SERVICE PROVIDER:

Data Projections, Inc.
Name of Service Provider

Mark D. Mazac
Authorized Signature

Mark D. Mazac
Printed Name

Date: April 18th, 2023

Cooperative Purchasing Contract or Agreement (if applicable): TIPS Co-Op Contract # 210101

EXHIBIT A

EXHIBIT A



DATA
PROJECTIONS

WILCO - DPI Custom Gold Maintenance for All Courtrooms - TIPS 210101

Quote Number: [REDACTED]

Contract Number: TIPS210101

Date: 03/31/2023

Expiry Date: 05/12/2023

Prepared for:

Williamson County

Don Heflin

Don.Heflin@Wilco.Org

[REDACTED]



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

As a leading audiovisual 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 audiovisual technology solutions
- Videoconferencing systems incorporating control and complete room collaboration, allowing for on-demand decision making and communication among remote locations
- The conference, board rooms, and training rooms of all shapes and sizes
- Digital signage implementations across the enterprise, university, and district campuses for immediate message distribution
- Operation Center's (NOC's, EOC's, SOC's) audiovisual 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,

Data Projections, Inc.



DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

Project Location:

Williamson County Courts/Facilities

*All Court Rooms and Grand Jury Room at Tele-justice Center

*All JPC Courts, GT Annex and Juvenile Courtroom in County

405 Martin Luther King

Georgetown, TX 78626

Project Onsite Point of Contact:

Don Heflin

Williamson County -

IT Phone: 512-943-1490

Don.heflin@wilco.org

System Description

- Data Projections will provide a One Year Custom Gold Service Agreement to Williamson County for all locations, room and equipment listed below.
- The agreement will span from 12/1/2022 expiring 11/30/2023.
- Data Projections will provide (1) Preventative / Audio Visual Health Check per room annually.
- The agreement also provides unlimited remote onsite support and next-business-day onsite, if needed.
- All Manufacturers warranties are conveyed to WILCO - Data Projections will process any RMAs if applicable.
- Data Projections will provide unlimited toll-free technical assistance by phone (1.866.225.5374) or email DPIServiceTeam@dataprojections.com Monday through Friday 8:00 AM-5:00 PM. Messages left after hours will be returned by 10:00 am on the following business day.

Tele-Justice Center

- County Court at Law 1
- County Court at Law 2
- County Court at Law 3
- County Court at Law 4
- 25th District Court
- 368th District Court
- 395th District Court
- 425th District Court
 - The above have the following:
 - TSW-1060



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- TST-902
- DMPS-4K-350
- MXW Mics
- Wired Mics
- MXA-910s x 4 (Voir Dire Mics Only)
- MXA-310 (side bar mic)
- Biamp Server I/O
- Sound Masking
- Project and Screen
- Side Displays x 3
- Cisco Codec Pro (with 2 Cisco P60 cameras)
- OFE PC (for soft codec uses, Vaddio AVB)
- Overflow display
- Flex system in Jury rooms.
- VoIP
- 277th District Court o The above have the following:
 - - TSW-1060
 - TST-902
 - DMPS-4K-350
 - MXW Mics
 - Wired Mics
 - MXA-910s x 6 (Voir Dire Mics Only)
 - MXA-310 (side bar mic)
 - Biamp Server I/O
 - Sound Masking
 - Project and Screen
 - Side Displays x 5
 - Cisco Codec Pro (with 2 Cisco P60 cameras)
 - OFE PC (for soft codec uses, Vaddio AVB)
 - Overflow display
 - Flex system in Jury rooms.
 - VoIP
- Grand Jury Room o The above have the following:
 - - TST-902
 - DMPS-4K-350
 - Project and Screen
 - Clever Touch (on mobile cart)
- JP Courts
 - JP1 (Round Rock)
 - TSW-1060
 - CP3N
 - NVX System (17 endpoints)
 - MXW Mics
 - Biamp Forte DAN VT
 - Sound Masking o Side Displays x 3
 - Cisco Codec Pro (with 2 Cisco P60 cameras)



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- OFE PC (for soft codec uses, Vaddio AVB)
- Overflow display
- JP2 (Cedar Park)
 - TSW-1060
 - CP3N
 - NVX System (13 endpoints)
 - MXW Mics o Wired Mics
 - Biamp Forte DAN VT
 - Sound Masking
 - Side Displays x 3
 - Cisco Codec Pro (with 2 Cisco P60 cameras)
 - OFE PC (for soft codec uses, Vaddio AVB)
 - Overflow display
- JP3 (Georgetown)
 - Extron Crosspoint 84
 - Extron TLP Pro 1220TG
 - Wired Mics
 - Biamp Forte
 - Side Displays x 3
 - Overflow display
 - Cisco Codec Pro (with 2 Cisco P60 cameras)
 - OFE PC (for soft codec uses, Vaddio AVB)
- Juvenile Court
 - TSW-1060
 - CP3N
 - NVX System (23 endpoints)
 - MXW Mics
 - MXA-310 (bench mics)
 - Wired Mics
 - Biamp Forte DAN VT
 - Sound Masking
 - Side Displays x 3
 - Cisco Codec Pro (with 2 Cisco P60 cameras)
 - OFE PC (for soft codec uses, Vaddio AVB)
 - Overflow displays x 2



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HARDWARE

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
HARDWARE SUBTOTAL:					\$0.00

SERVICES

Installation Services Details	TOTAL PRICE
SERVICES SUBTOTAL:	\$0.00

SERVICE AGREEMENT & MAINTENANCE

Service Agreement Details	TOTAL PRICE
DPI CUSTOM GOLD MAINTENANCE AGREEMENT 1 YR	\$48,600.00
SERVICE AGREEMENT & MAINTENANCE SUBTOTAL:	\$48,600.00



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WILCO - DPI Custom Gold Maintenance for All Courtrooms - TIPS 210101

Prepared by:

Data Projections, Inc.

Branch: Austin, TX

Mark Mazac

(512) 271 6538

mmazac@dataprojections.com

Job Location:

Williamson County

3101 Se Inner Loop

Ste 105

Round Rock, TX 78664

Don Heflin

(512)943-1490

Don.Heflin@Wilco.Org

Quote Information:

Quote Number: [REDACTED]

Date: 03/31/2023

Expiry Date: 05/12/2023

P.O. No:

Contract No: TIPS210101

Quote Summary

DESCRIPTION	AMOUNT
HARDWARE	\$0.00
SERVICE AGREEMENT & MAINTENANCE	\$48,600.00
Subtotal:	\$48,600.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$48,600.00

Interested in our AVaaS offering or other service options? 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, Inc.

SIGNATURE: Mark D. Mazac

NAME: Mark Mazac

TITLE: Account Executive

DATE: 04/13/2023

Williamson County

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



GENERAL TERMS AND CONDITIONS

Exclusions

The following work is **not included** in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Firewall, ceiling, roof, and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements, and/or repairs.
- All millwork (moldings, trim, cut-outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

This Scope of Work is delivered based on 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 before the beginning of on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by the Data Projections project manager.
- In-Room(s) where installation is to be completed is 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 timeframe 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 before 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 the 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 before acceptance of this SOW. If notification is made after initial acceptance of this SOW, the 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 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 the 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.
- Client is to provide 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 are to be used, Data Projections assumes that these items are in good working condition and will integrate into the designed solution. Any troubleshooting, 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 the 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

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 before 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– Client walk-through and user acceptance training before project is transitioned to Service department

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 of training 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 a control system
- Manual operation of display systems, audio systems, and all other related components
- Use/operation of patch panels, when and where to be used
- Who to contact if 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 Client 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.

Proprietary Notice

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

Returns

The approval of product returns is at the discretion of Data Projections and the specified manufacturer and requires a return authorization number if the request is approved. 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 requested in a timely manner and must be in their 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 are not eligible to 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 manufacturer warranty requirements as depot service. Data Projections supplies a 90-day workmanship warranty from the date of completion of the said system unless superseded by an extended warranty, or Data Projections service agreement. 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.

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 subcontractors (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 before 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, online job boards or postings, agencies, open houses, or job fairs.

Payment Terms

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. If the project is delayed due to the client or client's facility not being ready within the agreed upon timeframes, or as a result of backorder delays outside of Data Projection's control, the Client may be requested to issue payment for the hardware as it is physically received.

The payment schedule 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. Data Projections will assess a surcharge of 2.29% on all credit card transactions to cover our processing costs. The surcharge imposed will not be greater than the direct cost incurred from the processing of credit card payments. Data Projections does not surcharge debit card transactions.

***Due to component shortages and backorder delays, Data Projections reserves the right to progress bill for all projects impacted by delays outside of Data Projection's control. Progress billing may include hardware received and stored by Data Projections or the client, and for services rendered at the time of billing.**