



DATA PROJECTIONS

Public Library AV Upgrade

Quote Number: 21433 *Version.1*

Contract Number: DIR CPO-5087

Date: 05/21/2024

Expiry Date: 04/30/2025

Prepared for:

City Of Seguin

Justin Ramirez

Jramirez@Seguintexas.Gov



Summary

System Description

Upper and Lower Conference Room

Functionality Description:

The Upper and Lower Conference Rooms will have the same functionality by providing users the ability for in-room presentations as well as video conferencing. A Barco Clickshare will provide for wireless presentation as well as wireless Bring Your Own Meeting (BYOM) use cases. A wired laptop connection will be available from a wall plate below the display. This will be for local presentation only.

Source Devices:

- HDMI wall plate
- Barco Clickshare wireless presentation device

Displays:

- 85" Samsung Commercial Display - wall mounted

Audio:

- Speakers from Biamp Video Bar

Conferencing:

- Barco Clickshare Conference System for BYOM
- Biamp Video Conference Bar (camera, microphone, speakers in one)

Controls:

- Display remote for on/off and volume up/down

Equipment Location:

- Components related to this design (Barco Receiver, etc) will be secured to the Chief mount that is designed for AV component storage

Tech Room

Functionality Description:

The Tech room is a multi-purpose room that is used for internal and public meetings. This can include trainings, presentations, and video conferencing use cases. Presenters can share content from laptops wirelessly for in person presentations or for content in video calls through the Barco Clickshare Conference device. They can also share locally via an HDMI wallplate to be located below the display. A PTZ camera will be mounted side wall of the room and will be used for conferencing. The existing lighting was to be moved up by others to avoid obstruction of the camera. A Shure microphone array will be mounted in the ceiling for voice capture during conference calls. In addition, four new ceiling speakers will be mounted in the appropriate locations for optimum audio distribution. Users will be able to manage the room via an Owner provided iPad. This will be used for system on/off, volume up/down (presentation and conference), and camera control.

Source Devices:

- HDMI Wallplate
- Barco Clickshare Conference

Displays:

- 98" Samsung Display, wall mounted



Audio:

- (4) Ceiling speakers
- (1) new audio amplifier

Conferencing:

- Aver PTZ camera

Controls:

- Owner provided iPad with new Crestron processor for room control functions

Equipment Location:

- Components related to this design (Barco Receiver, etc) will be secured to the Chief mount that is designed for AV component storage

Large Meeting Room

Functionality Description:

The Meeting Room in the Library is used for large meetings, gatherings, and presentations for both internal and public use. DPI will upgrade the existing projector to a new laser projector with higher lumens. The projector screen will stay in place. A new PTZ camera will be wall mounted on the side wall to capture the audience during conference calls. Calls will be initiated from a laptop connected via the Clickshare Conference. Ceiling microphone arrays will be placed in the ceiling to capture participant voices during conference calls.

Source Devices:

- Barco Clickshare Conference
- Existing laptop wall plate connection

Displays:

- Epson 8000 Lumen laser projector

Audio:

- (4) Shure Ceiling Microphone Arrays for conference audio only
- (1) Shure wireless handheld microphone
- (1) Shure wireless lavalier microphone
- (1) Shure audio conference processor

Conferencing:

- (1) Aver PTZ camera

Controls:

- Owner furnished iPad for room control/management
- New Crestron processor

Equipment Location:

Equipment will be mounted in the existing rack located in the closet. DPI will remove any components that are no longer needed for this



application.

Data Projections Service and Maintenance Agreement:

- Our **Gold Service and Maintenance Agreement** minimize risk by performing four annual preventative maintenance on your technology solutions to proactively identify potential issues that can lead to future service disruptions. With the Gold Service Agreement, you will enjoy peace of mind knowing if an issue does arise, our dedicated service team will address it quickly and efficiently, at no additional cost, to provide you with optimal usage of your audio/visual solutions. Data Projections will process all manufacturer warranty claims per manufacturer limited warranty agreements for hardware purchased through Data Projections.

****Payment Terms Update****

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.



LOWER CONFERENCE ROOM

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
QB85C	SAMSUNG - 85INCH/3840X2160/350NIT	1.00	\$4,030.00	\$2,695.29	\$2,695.29
R9861622USB2	BARCO - CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	1.00	\$4,085.99	\$2,898.75	\$2,898.75
PC-G1791-E-P-B	LIBERTY - PANELCRAFTERS SINGLE GANG FACEPLATE WITH HDMI PIGTAIL	1.00	\$47.26	\$28.82	\$28.82
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONFERENCING SYSTEM					
911.1987.900	BIAMP - PARLÉ VBC 2800, 4K CONFERENCING VIDEO BAR WITH DUAL 50 MP AND 8 MP CAMERA, 27-MIC ARRAY, ANALOG AUDI	1.00	\$3,500.00	\$2,169.87	\$2,169.87
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARDWARE					
AS3LDP7	CHIEF - TEMPO FLAT PANEL WALL MOUNT SYSTEM, PDU BUNDLE	1.00	\$1,099.00	\$783.04	\$783.04
HALO-HC02M	LIBERTY - 6.56' HALO SERIES HIGH-SPEED HDMI CABLE	1.00	\$28.94	\$16.36	\$16.36
HDPMM10F	LIBERTY - HDMI PREMIUM 18G CBL W/NET 10'	1.00	\$28.44	\$16.08	\$16.08
LOWER CONFERENCE ROOM SUBTOTAL:					\$8,608.21

LOWER CONFERENCE ROOM

Installation Services Details	TOTAL PRICE
INSTALLATION LABOR	\$3,200.00
COMMISSIONING LABOR	\$1,050.00
LOWER CONFERENCE ROOM SUBTOTAL:	\$4,250.00

UPPER CONFERENCE ROOM

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
QB85C	SAMSUNG - 85INCH/3840X2160/350NIT	1.00	\$4,030.00	\$2,695.29	\$2,695.29
R9861622USB2	BARCO - CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	1.00	\$4,085.99	\$2,898.75	\$2,898.75
PC-G1791-E-P-B	LIBERTY - PANELCRAFTERS SINGLE GANG FACEPLATE WITH HDMI PIGTAIL	1.00	\$47.26	\$28.82	\$28.82
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONFERENCING SYSTEM					
911.1987.900	BIAMP - PARLÉ VBC 2800, 4K CONFERENCING VIDEO BAR WITH DUAL 50 MP AND 8 MP CAMERA, 27-MIC ARRAY, ANALOG AUDI	1.00	\$3,500.00	\$2,169.87	\$2,169.87
PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARDWARE					
AS3LDP7	CHIEF - TEMPO FLAT PANEL WALL MOUNT SYSTEM, PDU BUNDLE	1.00	\$1,099.00	\$783.04	\$783.04
HALO-HC02M	LIBERTY - 6.56' HALO SERIES HIGH-SPEED HDMI CABLE	1.00	\$28.94	\$16.36	\$16.36
HDPMM10F	LIBERTY - HDMI PREMIUM 18G CBL W/NET 10'	1.00	\$28.44	\$16.08	\$16.08
UPPER CONFERENCE ROOM SUBTOTAL:					\$8,608.21

UPPER CONFERENCE ROOM

Installation Services Details	TOTAL PRICE
INSTALLATION LABOR	\$3,200.00
COMMISSIONING LABOR	\$1,050.00
UPPER CONFERENCE ROOM SUBTOTAL:	\$4,250.00

MEETING ROOM

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
V11HB01920	EPSON - EB-PQ2008W 8000LM 4K PROJECTOR, WHITE	1.00	\$22,206.00	\$13,860.00	\$13,860.00
R9861622USB2	BARCO - CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	1.00	\$4,085.99	\$2,898.75	\$2,898.75



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

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
AUDIO SYSTEM					
P300-IMX	SHURE - AUDIO CONFERENCING PROCESSOR	1.00	\$2,590.00	\$1,618.75	\$1,618.75
MXA920W-S	SHURE - CEILING MICROPHONE ARRAY, SQUARE, WHITE, 24"	4.00	\$4,732.00	\$3,938.75	\$15,755.00
MXW2/SM58=-Z10	SHURE - HANDHELD TRANSMITTER WITH SM58 MICROPHONE (INCLUDES ONE SB902 BATTERY)	1.00	\$854.00	\$533.75	\$533.75
MXW1/O=-Z10	SHURE - BODYPACK TRANSMITTER WITH INTEGRATED OMNIDIRECTIONAL MICROPHONE AND 4-PIN MINI CONNECTOR (TA4M) (INC	1.00	\$874.00	\$546.25	\$546.25
MX185	SHURE - CARDIOID CONDENSER LAVALIER MICROPHONE WITH 4 (1.2M) ATTACHED CABLE, BELT-CLIP PREAMP WITH XLR, ROTA	1.00	\$344.00	\$215.00	\$215.00

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONTROL SYSTEM					
CP4N	CRESTRON - 4-SERIES CONTROL SYSTEM	1.00	\$3,080.00	\$1,848.07	\$1,848.07

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONFERENCING SYSTEM					
COM520PR3	AVER - CAM520 PRO3 CONFERENCE CAMERA	1.00	\$1,199.99	\$1,317.06	\$1,317.06
COMPRO232	AVER - RS232 ADATPER FOR PRO SERIES	1.00	\$17.00	\$15.64	\$15.64
4K2USB3	INOGENI - INOGENI 4K ULTRA HD TO USB 3.0 CONVERTER	1.00	\$475.00	\$457.62	\$457.62
GSM4210PX-100NAS	NETGEAR - NETGEAR AV LINE M4250-8G2XF-POE+ FULLY MANAGED DESKTOP SWITCH -10 PORTS	1.00	\$1,403.93	\$1,014.12	\$1,014.12

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARDWARE					
RPAUW	CHIEF - UNIVERSAL RPA WHITE	1.00	\$269.00	\$191.66	\$191.66
CMA395-G	CHIEF - ANGLED CEILING PLATE	4.00	\$100.00	\$71.25	\$285.00
CMS1012	CHIEF - ADJ. PIPE 120" TO 144"	4.00	\$306.00	\$218.02	\$872.08

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
OTHER ITEMS					
11357684	UNITED RENTAL - SCISSOR LIFT 24-26' ELECTRIC 30-36" WIDE	1.00	\$0.00	\$1,200.00	\$1,200.00
MEETING ROOM SUBTOTAL:					\$42,628.75

MEETING ROOM

Installation Services Details					TOTAL PRICE
INSTALLATION LABOR					\$8,000.00
PROGRAMMING LABOR					\$3,200.00
COMMISSIONING LABOR					\$3,000.00
MEETING ROOM SUBTOTAL:					\$14,200.00

TECH ROOM

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
VIDEO SYSTEM					
QM98C	SAMSUNG - 98" DISPLAY	1.00	\$7,550.00	\$4,855.29	\$4,855.29
R9861622USB2	BARCO - CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	1.00	\$4,085.99	\$2,898.75	\$2,898.75
PC-G1791-E-P-B	LIBERTY - PANELCRAFTERS SINGLE GANG FACEPLATE WITH HDMI PIGTAIL	1.00	\$47.26	\$28.82	\$28.82

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONTROL SYSTEM					
CP4N	CRESTRON - 4-SERIES CONTROL SYSTEM	1.00	\$3,080.00	\$1,848.07	\$1,848.07
AUDIO SYSTEM					
SAROS ICI6T-W-T-EACH+	CRESTRON - SAROS® INTEGRATOR 6.5" 2-WAY IN-CEILING SPEAKER, WHITE TEXTURED, SINGLE (MUST BE ORDERED IN MULTIPLE	4.00	\$166.00	\$99.60	\$398.40



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

AMP-X75	CRESTRON - X-SERIES AMPLIFIER, 75 W	1.00	\$578.00	\$346.81	\$346.81
MXA920W-S+P300-V	SHURE - MXA920W-S CEILING ARRAY MICROPHONE AND INTELLIMIX P300 AUDIO CONFERENCING PROCESSOR BUNDLE	1.00	\$7,322.00	\$5,432.50	\$5,432.50

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
CONFERENCING SYSTEM					
COM520PR3	AVER - CAM520 PRO3 CONFERENCE CAMERA	1.00	\$1,199.99	\$1,316.90	\$1,316.90
COMPRO232	AVER - RS232 ADAPTER FOR PRO SERIES	1.00	\$17.00	\$15.64	\$15.64
4K2USB3	INOGENI - INOGENI 4K ULTRA HD TO USB 3.0 CONVERTER	1.00	\$475.00	\$457.62	\$457.62
GSM4210PX-100NAS	NETGEAR - NETGEAR AV LINE M4250-8G2XF-POE+ FULLY MANAGED DESKTOP SWITCH -10 PORTS	1.00	\$1,403.93	\$1,014.12	\$1,014.12

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
MISCELLANEOUS HARDWARE					
AS3LDP7	CHIEF - TEMPO FLAT PANEL WALL MOUNT SYSTEM, PDU BUNDLE	1.00	\$1,099.00	\$783.04	\$783.04
TECH ROOM SUBTOTAL:					\$19,395.96

TECH ROOM

Installation Services Details					TOTAL PRICE
INSTALLATION LABOR					\$4,800.00
PROGRAMMING LABOR					\$1,600.00
COMMISSIONING LABOR					\$2,400.00
TECH ROOM SUBTOTAL:					\$8,800.00

OTHER ITEMS

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
OTHER ITEMS					
MISCELLANEOUS MATERIALS	- MISCELLANEOUS MATERIALS	1.00	\$0.00	\$4,754.47	\$4,754.47
OTHER ITEMS SUBTOTAL:					\$4,754.47

OTHER ITEMS

Installation Services Details					TOTAL PRICE
PROJECT MANAGEMENT					\$4,800.00
DESIGN/ENGINEERING					\$6,450.00
OTHER ITEMS SUBTOTAL:					\$11,250.00

SERVICE & MAINTENANCE AGREEMENT

Service Agreement Details					TOTAL PRICE
GOLD MAINTENANCE AGREEMENT 1 YR					\$7,924.11
SERVICE AGREEMENT SUBTOTAL:					\$7,924.11

OPTIONAL ITEMS

PART NUMBER	DESCRIPTION	QTY	MSRP	UNIT PRICE	TOTAL PRICE
TARIFF SURCHARGE	- CONTINGENCY ALLOWANCE FOR POTENTIAL TARIFF-RELATED COST INCREASES. TO BE USED ONLY IF INCURRED.	1.00	\$0.00	\$16,566.69	\$16,566.69
OPTIONAL ITEMS SUBTOTAL					\$16,566.69



Public Library AV Upgrade

Prepared by:

Data Projections, Inc.

16120 College Oak
San Antonio, TX 78249-4044
Roxanne Coiner
(210) 464 2877
rcoiner@dataprojections.com

Job Location:

Public Library

313 W. Nolte St
Seguin, TX 78155
Justin Ramirez

Jramirez@Seguintexas.Gov

Quote Information:

Quote Number: 21433 *Version.1*

Contract No: DIR CPO-5087

Date: 05/21/2024

Expiry Date: 04/30/2025

P.O. No:

Quote Summary

DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	\$83,995.60
PROFESSIONAL INSTALLATION SERVICES	\$42,750.00
SERVICE & MAINTENANCE AGREEMENT	\$7,924.11
Subtotal:	\$134,669.71
Shipping:	\$4,556.37
Estimated Tax:	\$0.00
Total:	\$139,226.08
Optional Items:	<i>\$16,566.69</i>

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:

NAME: Roxanne Coiner

TITLE: Account Executive

DATE: 03/26/2025

City Of Seguin

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.

***Data Projections reserves the right to invoice for hardware upfront and to progress bill for all projects as necessary. Progress billing may include charges for hardware upon order placement, hardware received and stored by Data Projections or the client, and for services rendered at the time of billing. This ensures project continuity and alignment with procurement and implementation timelines.**

***Data Projections reserves the right to pass through to the customer any additional costs incurred from tariffs, duties, or similar fees imposed by government action. Such costs may be invoiced to the customer at any time, including after an order has been placed or equipment has shipped. All charges will be clearly communicated and will reflect only the actual increase in cost incurred.**