



DATA
PROJECTIONS

Coliseum - AV Technology Upgrade

Quote Number: 14869

Contract Number: DIR-CPO-5087

Date: 05/17/2023

Expiry Date: 06/30/2024

Prepared for:

City Of Seguin

Justin Ramirez

Jramirez@Seguintexas.Gov



Summary

Data Projections (DPI) is providing this proposal for an AV technology upgrade to the Coliseum for the City of Seguin.

System Description

Coliseum

Functionality Description:

DPI is proposing the following design proposal for the Audio-Visual system upgrade to the City of Seguin Coliseum/Event Center. This is based on drawings shared by the Client's IT representative as well as discussions between the IT Representative, Coliseum Management, Facilities Management for the City of Seguin Parks and Recreation Department, and DPI Sales and Design support teams.

The design will consist of a Crestron AV-over-IP (AVoIP) solution, utilizing an encoder for each input (source) and decoder for each output (display) in the system. This also provides greater scalability for future modifications or growth. The existing Crestron control system will be upgraded, and the existing iPad app reprogrammed to allow for projector on/off, projection screen up/down, source selection and routing, OFE Denon DN-V200 DVD player control, OFE Denon stereo receiver control (if serially controllable), program audio volume control, and individual microphone volume control. In addition, DPI will update the Crestron programming for the below changes. DPI is recommending the City of Seguin replace the existing iPad with a new iPad Pro to allow for more graphic space on the screen surface.

Following is a list of updates that are being proposed:

- Three 10k Lumen WUXGA Laser projectors with black case and lens for the appropriate throw distance; will be mounted from the ceiling structure in the Assembly Space.
- Two 164" diagonal 16:10 format electric screens with black case; will be mounted on an angle, flanking the stage area (exact mounting location TBD upon pre-installation site survey)
- Existing Projection Screen will remain in the design, but will be moved in front of drapery. The third projector, with appropriate lens, will project onto this screen
- Crestron NVX AVoIP solution to include the following source locations:
 - 2 HDMI inputs stage left
 - 2 HDMI inputs stage right
 - 2 HDMI inputs in Assembly Rack
 - 1 HDMI input in Stage rack
 - Mersive Solstice in Stage Rack
- Stage facing PTZ Optics Move 4K SDI/HDMI/USB/IP PTZ camera with 30x Optical Zoom (Gray) with ability to route to OFE Granicus system
 - Provide audio output to the LINE IN 3.5 mm port on the camera
 - Provide 3G-SDI cable run from the camera to the stage rack
 - Provide data cable from camera to the stage rack for networking and POE+ power
 - Provide control cabling from camera to stage rack for integration with the X-Panel
 - Provide pole mount for the camera to extend from beams
- Shure Microflex wireless system with 6 handheld transmitters and 6 lavalier (replacing the existing ULXS system due to being End of Life)
- Extreme Network 48 port PoE+ managed switch in stage rack
 - City of Seguin is requesting an uplink be created between the IT Storage (office) Extreme Network switch and new Extreme Network switch in Stage Rack using Client requested GameChanger cable.
- Per Client request,
 - DPI will run cable between electrical/storage room and stage rack.
 - DPI will run data from the stage rack to the stage projector mounting point with a surface biscuit termination for future wireless AP.



- DPI will relocate the Denon CD player and Denon Stereo receiver from Assembly rack to Stage rack
- DPI to provide data patch panel at the Stage Rack for the standard data and GameChanger data runs to be provided by Data Projections
- Breakout Conference Rooms
 - The two center breakout rooms will each receive a new projector and ceiling recessed projection screen for presentation.
 - Each room will have a new custom decora plate with HDMI and XLR mounted where the existing XLR plate is located.
 - Each room will have a Mersive wireless presentation system, located in Stage rack.
 - Each room will be able to have independent presentation.
 - Users will be able to send content to and from the breakout rooms to the main room depending on meeting type.
- Electrical by Masters Electrical Services (Sub-Contract)
 - Power for 5 ceiling mounted projector locations and 2 screens in back break out rooms with adder for power to 2 screens at main stage.
Includes:
 1. Conduit and Wire
 2. Manlift
 3. Circuit breakers.
 4. Labor.*Exclusions:*
 1. Furnishing and Installation of screens
 2. After hours/Overtime
 3. Painting of conduit
 4. Tax

NOTES:

- During a Pre-Installation site evaluation, DPI will test existing audio I/O plates to confirm functional status and address results with Client. After discussion, DPI will determine which XLRs, if any, can be removed to accommodate HDMI transmitter plates. Due to the limited ports on the OFE digital signal processor (DSP) and depending on the desired number of audio I/Os, a change order may be required for additional hardware.
- DPI will interface with new lighting system for recall of pre-sets. DPI will require a *serial or RS232 interface* with lighting control system provided by lighting contractor. Any other lighting control (*ethernet or DMX*) may require a change order.

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 covers all services and hardware purchased through Data Projections through the life of the Service and Maintenance agreement even if it is no longer covered under the manufacturer warranty.

****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.



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Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
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PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
COLISEUM					
VIDEO SYSTEM					
V11HA52820	EPSON	EB-PU2010B 10,000 LUMEN WUXGA LASER PROJECTOR WITHOUT LENS, BLACK	3.00	\$13,268.24	\$39,804.72
V12H004M0B	EPSON	ELPLM11 3.54-5.41:1 THROW RATIO POWERED ZOOM LENS	2.00	\$1,517.65	\$3,035.30
V12H004M0A	EPSON	ELPLM10 2.42-3.71:1 THROW RATIO POWERED ZOOM LENS	1.00	\$1,517.65	\$1,517.65
34502LC	DA-LITE	TENSIONED COSMOPOLITAN ELECTROL 164" DIAGONAL 16:10 FORMAT CEILING/WALL MOUNTED PROJECTION SCREEN WI	2.00	\$3,406.59	\$6,813.18
DMF-CI-8	CRESTRON	DIGITALMEDIA CARD CHASSIS FOR DM-NVX-C AND DMCF, 8 SLOTS	1.00	\$1,294.12	\$1,294.12
DM-NVX-E30C	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD	2.00	\$841.18	\$1,682.36
DM-NVX-E30	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER	2.00	\$841.18	\$1,682.36
DM-NVX-E760C	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD WITH DM INPUT	4.00	\$1,229.41	\$4,917.64
HD-TX-4KZ-101-1G-B	CRESTRON	DM LITE 4K60 4:4:4 TRANSMITTER FOR HDMI SIGNAL EXTENSION OVER CAT CABLE, WALL PLATE, BLACK	4.00	\$264.71	\$1,058.84
DM-NVX-360	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER	3.00	\$1,340.00	\$4,020.00
SP-8000-E5	MERSIVE	SOLSTICE POD GEN3 UNLIMITED ENTERPRISE WITH 5 YEAR SOLSTICE SUBSCRIPTION	1.00	\$1,875.18	\$1,875.18
PT30X-4K-GY-G3	PTZ OPTICS	MOVE 4K - 30X 4K AUTO-TRACKING PTZ CAMERA, GRAY	1.00	\$2,011.76	\$2,011.76
VIDEO SYSTEM SUBTOTAL:					\$69,713.11
AUDIO SYSTEM					
MXWAPT8=-Z10	SHURE	8-CHANNEL ACCESS POINT TRANSCEIVER	2.00	\$3,137.65	\$6,275.30
MXWNCS8	SHURE	8-BAY NETWORKED CHARGING STATION	2.00	\$1,635.29	\$3,270.58
MXW2/SM58=-Z10	SHURE	HANDHELD TRANSMITTER WITH SM58 MICROPHONE CAPSULE	6.00	\$502.35	\$3,014.10
MXW1/O=-Z10	SHURE	BODYPACK TRANSMITTER WITH INTEGRATED OMNIDIRECTIONAL MICROPHONE	6.00	\$514.12	\$3,084.72
MX183	SHURE	OMNIDIRECTIONAL CONDENSER LAVALIER MICROPHONE	6.00	\$202.35	\$1,214.10
AUDIO SYSTEM SUBTOTAL:					\$16,858.80
CONTROL SYSTEM					
PRO4	CRESTRON	4-SERIES CONTROL SYSTEM	1.00	\$3,688.24	\$3,688.24
16535	EXTREME NETWORKS	X440 G2 48-PORT GIGABIT POE+ MANAGED SWITCH	1.00	\$5,558.27	\$5,558.27
97000-16535T	EXTREME NETWORKS	EXTREME NETWORKS EXTREMEWORKS SOFTWARE AND TAC - TECHNICAL SUPPORT - 1 YEAR	1.00	\$287.26	\$287.26
CONTROL SYSTEM SUBTOTAL:					\$9,533.77
MISCELLANEOUS HARDWARE					
RPAU	CHIEF	UNIVERSAL RPA CEILING PROJECTOR MOUNT, BLACK	3.00	\$191.66	\$574.98
CMS003	CHIEF	3" FIXED EXTENSION COLUMN, BLACK	3.00	\$8.02	\$24.06
CMA365	CHIEF	TRUSS CEILING ADAPTER	4.00	\$52.01	\$208.04
CMS048	CHIEF	48" FIXED EXTENSION COLUMN, BLACK	1.00	\$62.70	\$62.70
535-2000-300	VADDIO	DROP PIPE CAMERA ADAPTER, BLACK	1.00	\$69.12	\$69.12
SS	MIDDLE ATLANTIC	1RU SLIDING RACKSHELF	2.00	\$148.50	\$297.00
PP848-6	SR COMPONENTS	48-PORT CAT6 RACK MOUNT PATCH PANEL	1.00	\$156.19	\$156.19
DATAPR-WQ638415	PANELCRAFTERS	1RU RACK FLANGED PANEL WITH (2) HDMI INPUTS AND HOLE FOR NEUTRIL USB CONNECTOR	2.00	\$112.20	\$224.40
DBA-BL	NEUTRIK	DUMMY-PLATE TO COVER D-SHAPE CUTOUTS	24.00	\$0.76	\$18.24
HALO-HC01M	LIBERTY	3.28' HALO SERIES HIGH-SPEED HDMI CABLE	3.00	\$14.10	\$42.30
HALO-HC00.3M	LIBERTY	.99' HALO SERIES HIGH-SPEED HDMI CABLE	4.00	\$13.13	\$52.52



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PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
COLISEUM					
MISCELLANEOUS HARDWARE					
258300336	PAIGE DATACOM SOLUTIONS	GAMECHANGER CABLE, PLENUM RATED, BLUE W/ WHITE STRIPE, 1000' BOX	1.00	\$798.81	\$798.81
100028C	PLATINUM TOOLS	EZEX44 RJ45 CAT6 CONNECTOR, 50-PACK	1.00	\$47.05	\$47.05
100061C	PLATINUM TOOLS	EXO CRIMP FRAME WITH EXO-EX DIE	1.00	\$116.46	\$116.46
3309727	UNITED RENTALS	26' SCISSOR LIFT RENTAL - WEEK	1.00	\$1,020.00	\$1,020.00
MISCELLANEOUS HARDWARE SUBTOTAL:					\$3,711.87
COLISEUM SUBTOTAL:					\$99,817.55
BREAKOUT ROOMS					
VIDEO SYSTEM					
V11HA26020	EPSON	POWERLITE L630U 6,200 LUMEN WUXGA 3LCD LASER PROJECTOR, WHITE	2.00	\$3,149.41	\$6,298.82
34517LS	DA-LITE	ADVANTAGE ELECTROL 113" DIAGONAL 16:10 FORMAT CEILING RECESSED SCREEN WITH HIGH CONTRAST MATTE WHITE	2.00	\$2,499.53	\$4,999.06
DMF-CI-8	CRESTRON	DIGITALMEDIA CARD CHASSIS FOR DM-NVX-C AND DMCF, 8 SLOTS	1.00	\$1,294.12	\$1,294.12
DM-NVX-E30C	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD	2.00	\$841.18	\$1,682.36
DM-NVX-E760C	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER CARD WITH DM INPUT	2.00	\$1,229.41	\$2,458.82
HD-TX-4KZ-101-1G-B	CRESTRON	DM LITE 4K60 4:4:4 TRANSMITTER FOR HDMI SIGNAL EXTENSION OVER CAT CABLE, WALL PLATE, BLACK	2.00	\$264.71	\$529.42
DM-NVX-360	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER	2.00	\$1,340.00	\$2,680.00
SP-8000-E5	MERSIVE	SOLSTICE POD GEN3 UNLIMITED ENTERPRISE WITH 5 YEAR SOLSTICE SUBSCRIPTION	2.00	\$1,875.18	\$3,750.36
VIDEO SYSTEM SUBTOTAL:					\$23,692.96
CONTROL SYSTEM					
CEN-IO-RY-104	CRESTRON	WIRED ETHERNET MODULE WITH 4 RELAY PORTS	1.00	\$240.00	\$240.00
CONTROL SYSTEM SUBTOTAL:					\$240.00
MISCELLANEOUS HARDWARE					
KITPS003W	CHIEF	RPA UNIVERSAL PROJECTOR KIT, INCLUDES RPAUW, CMS003W, AND CMS440, WHITE	2.00	\$319.20	\$638.40
DATAPR-WQ673832	PANELCRAFTERS	2-GANG PLATE WITH HOLE FOR HDMI TRANSMITTER PLATE AND EXISTING XLR CONNECTOR	2.00	\$27.03	\$54.06
HALO-HC01M	LIBERTY	3.28' HALO SERIES HIGH-SPEED HDMI CABLE	2.00	\$14.10	\$28.20
HALO-HC00.3M	LIBERTY	.99' HALO SERIES HIGH-SPEED HDMI CABLE	2.00	\$13.13	\$26.26
MISCELLANEOUS HARDWARE SUBTOTAL:					\$746.92
BREAKOUT ROOMS SUBTOTAL:					\$24,679.88
OTHER ITEMS					
OTHER ITEMS					
INSTALLATION	DATA PROJECTIONS	INSTALLATION	400.00	\$100.00	\$40,000.00
PROJECT MANAGEMENT	DATA PROJECTIONS	PROJECT MANAGEMENT	80.00	\$150.00	\$12,000.00
DESIGN	DATA PROJECTIONS	DESIGN	64.00	\$175.00	\$11,200.00
DESIGN - CAD	DATA PROJECTIONS	DESIGN - CAD	20.00	\$100.00	\$2,000.00
PROGRAMMING	DATA PROJECTIONS	PROGRAMMING	68.00	\$200.00	\$13,600.00
COMMISSIONING	DATA PROJECTIONS	COMMISSIONING	68.00	\$150.00	\$10,200.00
INSTALLATION	MASTERS ELECTRICAL SERVICES	SUBCONTRACTOR - MASTERS ELECTRICAL SERVICES	1.00	\$5,675.79	\$5,675.79
SHIPPING/DELIVERY		FREIGHT	1.00	\$0.00	\$0.00



PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
OTHER ITEMS					
OTHER ITEMS					
MISCELLANEOUS MATERIALS		MISCELLANEOUS MATERIALS	1.00	\$7,469.85	\$7,469.85
OTHER ITEMS SUBTOTAL:					\$102,145.64
OTHER ITEMS SUBTOTAL:					\$102,145.64
SERVICE & MAINTENANCE AGREEMENT					
Service Agreement Details					TOTAL PRICE
GOLD MAINTENANCE AGREEMENT 1 YR					\$12,449.74
SERVICE AGREEMENT SUBTOTAL:					\$12,449.74



Coliseum - AV Technology Upgrade

Prepared by:

Data Projections, Inc.

16120 College Oak Dr, Ste 107
San Antonio, TX 78249

Roxanne Coiner
(210) 464 2877

rcoiner@dataprojections.com

Job Location:

Coliseum

950 S. Austin St.
Seguin, TX 78155

Justin Ramirez

Jramirez@Seguintexas.Gov

Quote Information:

Quote Number: 14869

Date: 05/17/2023

Expiry Date: 06/30/2024

P.O. No:

Contract No: DIR-CPO-5087

Quote Summary

DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	\$131,967.28
PROFESSIONAL INSTALLATION SERVICES	\$94,675.79
SERVICE & MAINTENANCE AGREEMENT	\$12,449.74
Subtotal:	\$239,092.81
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$239,092.81

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: 04/30/2024

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.

***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.**