



## COOPERATIVE PURCHASE CUSTOMER AGREEMENT

This **Cooperative Purchase Customer Agreement ("Customer Agreement")** is entered into by and between DATA PROJECTIONS INC. ("**Vendor**") and the **City of Burleson, ("Customer" or "Authorized Customer")**, a Texas government entity, and a Customer authorized to purchase goods or services pursuant to the Agreement between the TIPS Cooperative Purchasing ("**Cooperative Entity**") and Vendor, **Contract No.** TIPS 230105, as amended, (the "**Agreement**") with an expiration date of 05/31/2028.

This Customer Agreement includes and shall be governed by the following items which are attached hereto and/or incorporated herein by reference.

- i. The terms and conditions of the Agreement, which are incorporated herein by reference and available online or upon request from Vendor;
- ii. The City of Burleson Standard Terms and Conditions, which are incorporated herein by reference and available at **this link** or upon request from the Customer.
- iii. The attached Vendor Quote/Purchase Order, if applicable;
- iv. The Standard Addendum with the City of Burleson, if applicable

Authorized Customer is eligible and desires to purchase

### ATTACHMENT A

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pursuant to the terms and conditions of the Agreement as the Cooperative Entity may specify from time to time, as well as the terms and conditions of this Customer Agreement. To ensure goods and services are provided directly to the Customer, the Cooperative Entity will only be responsible for services provided to the Cooperative Entity will not be responsible for payments for services provided to the Customer.

The Authorized Customer agrees to the terms and conditions of the Agreement as applicable and as authorized by law. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment, products and services provided hereunder. Vendor agrees that Customer shall be entitled to the same rights and protections under the law afforded to the Cooperative Entity under the Agreement, as applicable, as if Customer had entered into the Agreement. Except in the event of gross negligence or intentional misconduct, Customer's liability shall not exceed the amount paid by Customer under this Customer Agreement for the proceeding twelve (12) month period. Vendor agrees that until the expiration of three (3) years after final payment under this Customer Agreement, or the final conclusion of any audit commenced during the said three years, Customer, or Customer's designated representative, shall have access to and the right to audit at reasonable times, all records, hard copy or electronic, involving transactions relating to this Customer Agreement necessary to determine compliance herewith, at no additional cost to the Customer. Vendor agrees that the Customer shall have access to such records during normal business hours. Customer shall provide Vendor with reasonable advance notice of any intended audits.

**Purchase Price** - Payments under this Customer Agreement are in the amount of One hundred thirty-one thousand, nine hundred fifty-three dollars and thirty-two cents ("**Purchase Price**").

**Term** - The Term of this Customer Agreement ("**Term**") shall be for one of the following as selected below (Select the type of contract that applies):

**Single Purchase Contract** -The Term shall not exceed one (1) year, unless acknowledged in writing by both parties, and this Customer Agreement shall be for the purchase of goods or services as specified and quoted by the Vendor, and the Purchase Price shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

**Supply / As Needed Contract**- The Term shall be effective as of October 1<sup>st</sup> and shall expire on September 30<sup>th</sup> at the end of FY. This Customer Agreement shall be for multiple purchases of goods or services on an as needed basis, from the same vendor under the same contract, and shall not exceed the budgeted amount for Customer's current fiscal year for the applicable goods and services.

**Multi-Year Contract**-The Term shall be for one (1) year(s) expiring on \_\_\_\_\_.  
This Customer Agreement may be renewed for two one- year renewals . Customer Agreement shall be with a single vendor for products and services. If the amount of expenditures under this Multi-Year Contract equals or exceeds \$50,000 in the aggregate, City Council approval is required. In the event the City does not appropriate sufficient funds to make payments during the current or any subsequent year, the City shall have the right to terminate this Multi-Year Contract at the end of any such fiscal year without penalty. If the price of any individual project under this contract exceeds \$50,000 a performance bond is required. If the individual project price exceeds \$100,000 both performance and payment bonds are required.

**Emergency Purchase** - Purchases that are necessary to address a public calamity, because of unforeseen damage to property, or to protect the public health or safety where the City's ability to serve the public would be impaired if the purchase were not made immediately. Emergency purchases must meet the requirements of Local Government Code 252.022, and must be ratified by City Council if the purchase is \$50,000 or more.

(Standard Addendum - Select if Vendor has additional terms and conditions that apply to this purchase)

**Standard Addendum with the City of Burleson, Texas** - If this purchase contains additional terms and conditions from the Vendor, other than those set forth in the Agreement, the Vendor shall agree to the Standard Addendum with the City of Burleson, Texas. Such applicable terms and conditions as set forth in the Standard Addendum shall supersede any conflicting terms of the Vendor's terms and conditions, and such Standard Addendum shall control. The Standard Addendum is incorporated herein by reference and **available online** or by request and made a part of this Customer Agreement for all purposes.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective party, and that the execution and performance of this Customer Agreement has been duly authorized by the respective party. This Customer Agreement, and any amendment hereto, may be executed in counterparts, and electronically signed, scanned, digitally signed and sent via electronic mail and such signatures shall have the same effect as original manual signatures.

Each party has caused this Customer Agreement to be executed by its duly authorized representative on this the 21st day of January 2025 .

CITY OF BURLESON

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VENDOR DATA PROJECTIONS INC.

Signed by:  
By: Loretta Padilla

3D7515638B7B4CA...  
Name: Loretta Padilla

Title: Account Executive

Date: 1/10/2025

# ATTACHMENT A



## DATA PROJECTIONS

### City of Burleson Council Workroom

Quote Number: 23066

Contract Number: Tips 230105

Date: 12/20/2024

Expiry Date: 01/31/2025

Prepared for:

### City Of Burleson

James Grommersch

[jgrommersch@burlesontx.com](mailto:jgrommersch@burlesontx.com)



# 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

Dear James,

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,

Loretta Padilla, Account Executive

Data Projections, Inc.



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## Scope of Work

### Summary

The City of Burleson is integrating new audiovisual (AV) technology into its divisible conference rooms, located at 141 W Renfro St, Burleson, TX, 76028, for council meetings, video conferencing, and recorded sessions of council work groups. The AV system enhancements aim to support regular meetings, remote conferencing, and recording capabilities for various council activities.

### Project Location:

141 W Renfro St, Burleson, TX 76028

### Project Onsite Point of Contact:

James Grommersch

Phone: (817) 447-5400

Email: jgrommersch@burlesontx.com

### System Description

#### Council Workroom (divisible)

#### Functionality Description:

These conference rooms will be equipped with advanced AV systems to support diverse functionalities including meetings, remote conferencing, and council work sessions. The technology will ensure seamless communication across both halves of the divisible space, equipped for automation and manual control when required.

#### Displays:

- **Three (3) 75" Displays** will be installed:
  - One on the north wall of each half of the divisible room
  - One on the east wall in one half of the space

#### Source Devices:

- **Logitech Conference Units (OFE):** Located at the north displays in each half of the room for audio/video conferencing.
- **Clickshare:** Located at the north displays in each half of the room for connectivity for conferencing and presentation.

#### Video System and Camera System:

- **AVoIP System:** A new Audio Video over Internet Protocol (AVoIP) system will facilitate video switching and distribution using encoders and decoders.
- **Camera System:**
  - Four (4) new cameras will be installed and automatically controlled via microphone-triggered presets.
  - Manual control is also available when desired.
  - **Broadcast Controller:** Supports recording and broadcasting of meetings.
  - **Supporting Equipment:** Includes routers, converters, and rack monitors housed in the equipment rack.

#### Audio:

- **Ceiling Microphones:** For audio capture used in recordings and broadcasting camera system for full room meetings.
- **Ceiling Speakers:** Four (4) ceiling speakers will be installed to provide audio across the rooms.
- **Logitech Audio Devices:** Logitech mics in the ceiling will be for the conference audio pickup and Logitech speakers at each display will be for far end audio.



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- **DSP:** New digital signal processing equipment will manage audio for broadcasting, recording, and in-room presentations.

## Conferencing:

- **Logitech BYOD (Bring Your Own Device) Capability:** Logitech conference units include microphones, camera, and speakers. Connectivity of user laptops to Logitech conference units will be via Barco ClickShare wireless device.

## Controls:

- **Wall-Mounted Touch Panels:** Touch panels on the wall will provide room control to users, simplifying AV system operation for both manual and automated configurations.
- **RackTouch Panel:** A Touch panel at the rack location will provide room control to users, simplifying AV system operation for both manual and automated configurations. This will also allow operator to switch between camera feed and presentation to broadcast feed.

## Equipment Location:

- **Main Equipment Rack:** Located in the storage closet, hosting network switches, broadcast controllers, and other AV equipment necessary for system function.





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PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
FW75EZ20L	SONY	75 BRAVIA 4K HDR PRO LITE DISPLAY	3.00	\$1,400.18	\$4,200.54
R9861622USB2	BARCO	CLICKSHARE CX-50 GEN2 - US VERSION WITH 2 BUTTONS	2.00	\$3,034.15	\$6,068.30
TS525TU	CHIEF	THIN SWING ARM (LARGE)	3.00	\$494.23	\$1,482.69
HALO-HCP15M	LIBERTY	49.2' HALO-P SERIES 18G HDMI ACTIVE OPTICAL CABLE	1.00	\$219.11	\$219.11
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	3.00	\$871.95	\$2,615.85
HALO-HC01M	LIBERTY	3.28' HALO SERIES HIGH-SPEED HDMI CABLE	9.00	\$13.76	\$123.84
HALO-HC02M	LIBERTY	6.56' HALO SERIES HIGH SPEED HDMI	9.00	\$15.96	\$143.64
DM-NVX-360	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER	2.00	\$1,389.02	\$2,778.04
10U3-31101	CABLE WHOLESAL	USB-C CABLE - USB 3.2 GEN 2X1 - 10 GIGABIT	2.00	\$9.12	\$18.24
10X8-02203	CABLE WHOLESAL	CAT6 BLACK COPPER ETHERNET CABLE, SNAGLESS BOOT, 3FT, BLK	4.00	\$1.61	\$6.44
10X8-02206	CABLE WHOLESAL	CAT6 BLACK COPPER ETHERNET CABLE, SNAGLESS BOOT, 6FT, BLK	4.00	\$2.38	\$9.52
10X8-02210	CABLE WHOLESAL	CAT6 BLACK COPPER ETHERNET CABLE, SNAGLESS BOOT, 10FT, BLK	2.00	\$3.79	\$7.58
10X8-02214	CABLE WHOLESAL	CAT6 BLACK COPPER ETHERNET CABLE, SNAGLESS BOOT, 14FT, BLK	2.00	\$4.60	\$9.20
IV-CAM-P12-W	CRESTRON	CRESTRON 1 BEYOND P12 PTZ CAMERA, 12X OPTICAL ZOOM, MOON GRAY	4.00	\$2,317.07	\$9,268.28
IV-SAM-VX2-S	CRESTRON	AUTOMATE VX SYSTEM SERIES 2 VOICE-ACTIVATED, MULTI-CAMERA SWITCHING SOLUTION	1.00	\$7,410.00	\$7,410.00
DM-NVX-360	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER	2.00	\$1,389.02	\$2,778.04
CONVMIC/HS03G/WPS U	BLACKMAGIC DESIGN	MICRO CONVERTER - HDMI TO SDI 3G WITH POWER SUPPLY	1.00	\$74.39	\$74.39
CONVMIC/SH03G/WPS U	BLACKMAGIC	BLACKMAGIC DESIGN MICRO CONVERTER SDI TO HDMI 3G (WITH POWER SUPPLY)	1.00	\$82.33	\$82.33
BLN-KBD-1010-RNV	BOLIN	BOLIN CAMERA REMOTE CONTROLLER - MULTI PLATFORM PTZ	1.00	\$1,653.35	\$1,653.35
MK360	LOGITECH	WIRELESS KEYBOARD AND MOUSE COMBO	1.00	\$60.98	\$60.98
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1.00	\$871.95	\$871.95
VP-42H	ROLAND	VIDEO PROCESSOR 4 X 1 HDMI	1.00	\$1,341.45	\$1,341.45
HYPERD/ST/DCHP	BLACKMAGIC DESIGN	HYPERDECK STUDIO HD PLUS RECORDER	1.00	\$847.56	\$847.56
CONVMBHS24K6G	BLACKMAGIC DESIGN	HDMI TO SDI 6G MINI CONVERTER	1.00	\$189.02	\$189.02
V-702W-12G	MARSHALL ELECTRONICS	DUAL 7" 3 RU RACKMOUNT HDMI/12G-SDI MONITOR	1.00	\$2,085.35	\$2,085.35
DM-NVX-D30	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV DECODER	1.00	\$871.95	\$871.95
911.0447.900	BIAMP SYSTEMS	TESIRA DAN CI DSP WITH 12 ANALOG INPUTS, 8 ANALOG OUTPUTS, 8 CHANNELS CONFIGURABLE USB AUDIO, 32 X 3 CEILING MICROPHONE ARRAY, SQUARE, WHITE, 24"	1.00	\$2,884.15	\$2,884.15
MXA920W-S	SHURE	CEILING MICROPHONE ARRAY, SQUARE, WHITE, 24"	2.00	\$3,842.68	\$7,685.36
CSA240Z	JBL	AUDIO AMPLIFIER (2X 40 WATTS) DRIVECORE, SUPPORTS 70V AND 100V	1.00	\$397.70	\$397.70
SAROS IC6LPT-W-T-EACH	CRESTRON	SAROS LOW-PROFILE 6.5 2-WAY IN-CEILING SPEAKER, WHITE TEXTURED, SINGLE (MUST BE ORDERED IN MULTIPLES	4.00	\$187.80	\$751.20
PRO4	CRESTRON	4-SERIES CONTROL SYSTEM	1.00	\$3,823.17	\$3,823.17
TSW-1070-W-S	CRESTRON	10.1 IN. WALL MOUNT TOUCH SCREEN, WHITE SMOOTH	2.00	\$2,065.85	\$4,131.70
TS-1070-B-S	CRESTRON	10.1 IN. TABLETOP TOUCH SCREEN, BLACK SMOOTH	1.00	\$2,213.41	\$2,213.41
GSM4248PX-100NAS	NETGEAR	NETGEAR M4250 40G8XF POE PLUS MNGD SW	1.00	\$2,946.10	\$2,946.10
AXM763-10000S	NETGEAR	NETGEAR SFP+ TRANSCEIVER 10GBASE-LRM	1.00	\$373.18	\$373.18
LCLC-1175	CABLE WHOLESAL	75 METER LC/LC OM1 DUPLEX FIBER OPTIC CABLE, 62.5/125	1.00	\$41.37	\$41.37
BGR-4127	MIDDLE ATLANTIC	41SP/27D MULTIBAY BGR RK	1.00	\$944.45	\$944.45
LACE-40-OP	MIDDLE ATLANTIC	70"H3-1/4"W SLOT LACER	1.00	\$191.52	\$191.52



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PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
BVFD-41	MIDDLE ATLANTIC	41SPVENT FRONT DOOR	1.00	\$328.17	\$328.17
BSPN-41-27	MIDDLE ATLANTIC	E1SP 27DP BGR SIDE PANELS	1.00	\$435.73	\$435.73
BGR-LVT9	MIDDLE ATLANTIC	9SPLARGE VENTED TOP PNL	1.00	\$49.94	\$49.94
PD-915R	MIDDLE ATLANTIC	9OUT15ARCKMNT POWER CEN	1.00	\$142.54	\$142.54
PD-2415SC-NS	MIDDLE ATLANTIC	24 OUTLET 1X15A CIRC. W/	1.00	\$142.68	\$142.68
SS	MIDDLE ATLANTIC	SLIDING SHELF	1.00	\$144.88	\$144.88
D2	MIDDLE ATLANTIC	2SP ANODIZED DRAWER	1.00	\$155.30	\$155.30
CBS-BGR	MIDDLE ATLANTIC	BGR CASTER KIT W/Hardware	1.00	\$165.18	\$165.18
UTR1-RP12	MIDDLE ATLANTIC	12PC. UTR1 RACKSHELF PACK	1.00	\$351.77	\$351.77
MISCELLANEOUS MATERIALS		MISCELLANEOUS MATERIALS	1.00	\$4,411.03	\$4,411.03
<b>SUBTOTAL:</b>					<b>\$77,928.17</b>

## PROFESSIONAL INSTALLATION SERVICES

Installation Services Details	TOTAL PRICE
PROJECT MANAGEMENT	\$4,800.00
DESIGN/ENGINEERING	\$8,100.00
INSTALLATION LABOR	\$9,600.00
PROGRAMMING LABOR	\$11,200.00
COMMISSIONING LABOR	\$3,600.00
<b>INSTALLATION SERVICES SUBTOTAL:</b>	<b>\$37,300.00</b>

## OPTIONAL ITEMS

PART NUMBER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SVC-SILVER-1YR	DATA PROJECTIONS - SILVER MAINTENANCE AGREEMENT 1 YR	1.00	\$5,146.20	\$5,146.20
SVC-GOLD-1YR	DATA PROJECTIONS - GOLD MAINTENANCE AGREEMENT 1 YR	1.00	\$7,351.71	\$7,351.71
<b>OPTIONAL ITEMS SUBTOTAL</b>				<b>\$12,497.91</b>





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## City of Burleson Council Workroom

Prepared by:  
**Data Projections, Inc.**  
615 E. State Hwy 121, Ste 300  
Coppell, TX 75019  
Loretta Padilla  
(682) 283 7806  
loretta.padilla@dataprojections.com

Job Location:  
**City Of Burleson**  
141 W Renfro  
Burleson, TX 76028  
James Grommersch  
(817) 426 9672  
jgrommersch@burlesontx.com

Quote Information:  
**Quote Number: 23066**  
Date: 12/20/2024  
Expiry Date: 01/31/2025  
P.O. No:  
Contract No: Tips 230105

## Quote Summary

DESCRIPTION	AMOUNT
EQUIPMENT & MATERIALS	\$77,928.17
PROFESSIONAL INSTALLATION SERVICES	\$37,300.00
<b>Subtotal:</b>	\$115,228.17
<b>Shipping:</b>	\$4,227.24
<b>Estimated Tax:</b>	\$0.00
<b>Total:</b>	\$119,455.41
<i>Optional Items:</i>	<i>\$12,497.91</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: Loretta Padilla  
NAME: Loretta Padilla  
TITLE: Account Executive  
DATE: 12/21/2024

### City Of Burleson

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_



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## 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.



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- 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



# DATA PROJECTIONS

Data Projections, Inc  
3700 W. Sam Houston Pkwy S.  
Ste 525  
Houston, TX 77042  
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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.**