

***VBrick Install  
Statement of Work***

*for*

***County of Hidalgo***

***Statement of Work No. 200707031-s1***

***July 9, 2007***

***Developed By***

***Calence, LLC***

***Corporate Office  
1560 W. Fountainhead Parkway, 2<sup>nd</sup> Floor  
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**CALENCE<sup>SM</sup>**

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The information contained herein is considered Calence trade secret and/or confidential and proprietary information and is produced solely for the Client identified above; accordingly, this Statement of Work is provided to Client in confidence on the understanding that it will not be disclosed to any other party without the prior written consent of Calence. Calence makes no warranties, express or implied, in this Statement of Work. Calence and Calence products or services named herein are either registered trademarks or trademarks of Calence, LLC in the United States and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

## Statement of Work

This Statement of Work is made effective July 9, 2007 ("Effective Date") by and between Calence, LLC ("Calence") and County of Hidalgo ("HIDCO" or "Client") and is delivered pursuant and subject to the terms and conditions of the Contract for Products and Related Services, DIR Contract No. DIR-SDD-235 dated July 12, 2006 (the "Agreement") between Calence and State of Texas Department of Information Resources ("DIR"). This Statement of Work will be incorporated by reference into the Agreement and become a part of the Agreement upon execution by both parties. Unless otherwise indicated, capitalized terms used herein that are defined in the Agreement will have the same meanings as in the Agreement. In the event of any conflict between this Statement of Work and the Agreement, the Statement of Work will control.

## Objectives

Calence will meet the following Services objectives:

- Deploy 1 VBrick portal server and 2 Windows Media single channel encoder appliances.
- This scope will review all installation aspects and provide recommendations to keep the installation and configuration manageable and scalable for customer end use.

## Scope and Approach

Calence will perform the following Services:

### Project Management

- Be the primary point of contact to Client on all project issues, needs and concerns
- Conduct an initial planning meeting prior to the start of the project
- Complete change-request documentation as required
- Manage Client expectations and satisfaction throughout the project
- Schedule and coordinate the necessary resources to support the project
- Identify, escalate and document project issues as necessary
- Provide team leadership and guidance
- Create and maintain a project plan in conjunction with HIDCO and measure weekly progress against mutually agreed-upon milestones
- Schedule and conduct team update/status meetings
- Schedule and conduct project status meetings with HIDCO's designated project representative
- Prepare written status reports for HIDCO at mutually agreed-upon intervals

### VBrick Install

- Unpack all equipment
- Inventory all equipment installed per site

- Assemble and install equipment per site
- Install equipment into specified locations by the customer or environmentally suitable location
- Allow all equipment to perform power on self test
- Place equipment on customer desired subnet/Vlan

- Configure the Vbrick Portal server with specified IP address, host name, and other network connectivity
- Configure the Vbrick Portal server to either be integrated with Active Directory for authentication of clients to view video or to use a local database on the server for user authentication

- Configure additional Vbrick Portal settings to allow for video presentation throughout the customer network
- Configure 2 Vbrick Windows Media single channel encoders with IP address, host name, and other network connectivity

- Configure 2 Vbrick Windows Media single channel encoders with multicast IPs for multicast streaming
- Configure 2 Vbrick Windows Media single channel encoders with multicast stream bitrate size, video quality settings, and audio quality settings

## Developed Works

Developed Works, if any, will be agreed upon by both parties in writing.

All rights and title to any Developed Works shall belong to Client. All rights and title to Copyright Materials and Trade Secret Materials shall belong to Calence, subject to the license expressly granted in this Statement of Work. All rights and title to Calence Resources shall belong to Calence, without any license with respect thereto Client or any third party. All rights not expressly granted by Calence hereunder are reserved by Calence.

Subject to Client's performance of its obligations under this Statement of Work, including its payment obligations, Calence hereby grants to Client a non-exclusive, nontransferable, limited license (without the right to grant sublicenses), to use, execute, copy and create derivative works of the Copyright Materials, and to use Trade Secret Materials: (i) solely for Client's internal business purposes; (ii) not for the benefit of, or access by, any third party other than Client's contractors who are subject to written agreements consistent with this Statement of Work and who act solely for the benefit of Client; and (iii) subject to all other provisions of the Agreement and this Statement of Work.

For the purposes of this Statement of Work:

- "Calence Resources" means all software, documentation, information and materials used by Calence, or by Calence's contractors on behalf of Calence, in Calence's performance under this Statement of Work.
- "Copyright Materials" means all works of authorship recorded or copied in the Developed Works, and which may include designs, plans, blueprints, manuals, diagrams, activity reports, security assessments, and other written materials.

- “Trade Secret Materials” means all non-public information that is provided to Client under this Statement of Work, and which may include patent applications, trade secrets, technical and non-technical data, business methods and models, drawings, processes, formulas, ideas, concepts, know-how, techniques, sketches, models, inventions, processes, algorithms, formulas, and including information regarding experiments, developments, designs and specifications.

## Assumptions and Requirements

The following assumptions and requirements apply for this Services engagement:

1. Customer will provide IP address scheme desired for equipment.
2. Customer will provide desired passwords for all equipment.
3. All software, hardware, network wiring, permits, licenses and right of ways necessary for the completion of this project will be acquired and/or installed by HIDCO in a timeframe that allows Calence to complete or meet the project-specific milestones.
4. HIDCO and its employees, contractors, and agents will: (a) cooperate with any reasonable request of Calence, (b) provide input throughout the project and will review progress at review meetings requested by Calence; and (c) provide Calence with access to all of HIDCO’s information, documentation and technology, necessary for Calence to perform the Services in accordance with this Statement of Work, including a list of all Client and third-party contacts necessary for Calence to do so. Such cooperation, input, and access are critical to this project, and HIDCO’s representation at all review meetings is essential.
5. HIDCO will ensure that the Calence project staff is given access to all necessary facilities and workspace, and is provided all furniture, supplies and equipment (telephones, faxes, LAN connectivity, printer access, dial-out modem lines, passwords, keys, etc.) required to successfully perform, troubleshoot, and complete the Services for the duration of the Services. In addition, HIDCO will ensure that the work environment is free of hazardous materials and free from asbestos, and that all Calence personnel are provided with all necessary safety equipment and training while on HIDCO’s or its customer’s site.
6. HIDCO is responsible for providing adequate and secure onsite storage for all deliveries.
7. HIDCO is responsible for: (a) Back-up and/or data migration of existing data unless otherwise agreed to by Calence; (b) Computer system and network designs; and (c) Component selection as it relates to the performance of the computer system and/or the network.
8. All Services will be performed over a consecutive timeframe unless otherwise provided herein or agreed to by Calence in writing. Calence will schedule resources upon receipt and acceptance of a fully executed Statement of Work and a Purchase Order (to the extent required) from HIDCO. Calence will use commercially reasonable efforts to take into account HIDCO’s schedule, but in all events the performance of the Services is subject to the availability of Calence personnel and resources, as determined by Calence. Any cancellations or changes in a project schedule that are requested by HIDCO and that do not proximately re-

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sult from an act or omission by Calence will be subject to a charge of 4 hours billed at the rate of \$150 per hour.

9. Any onsite skills transfer that takes place during this project will not replace the manufacturer's formal system implementation and administration classes.
10. HIDCO will communicate any issues or concerns with respect to the Services or Developed Works in a timely manner.
11. Work estimates assume the Services will be completed within the duration stated in the Timeframes section below. Calence is not responsible for delays or repeated tasks caused by factors outside Calence's control. These factors include availability of Client personnel, equipment and telecommunication provider services. HIDCO will compensate Calence for any out-of-scope work requested by HIDCO on an hourly basis at Calence's standard hourly rates (unless otherwise agreed to in writing by the parties).
12. Client agrees to hold information designated in writing as confidential or proprietary by Calence in strictest confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose such information to third parties or to use such information for any purpose whatsoever, except to perform the Client's obligations hereunder and except as otherwise permitted by this Statement of Work or applicable Texas law. Nothing herein transfers to Client any title to or ownership rights in any such information; and, upon written request of Calence, Client shall promptly return or delete any such information which it has in its possession.
13. Calence has no obligation to, and will not, install, mount, affix, screw, or otherwise fasten any cable, hardware, or other product to any building or structure (inside or outside), and Calence has no obligation to, and will not, run cable above, under, behind, or through any ceiling, floor, or wall of any building or structure. To the extent that any such services are required, such services will be performed by another person or entity engaged directly by HIDCO.
14. Any changes to the scope and/or assumptions will require joint written approval. This may extend the duration of the engagement and/or require additional resources, resulting in additional cost to HIDCO.

**Timeframes**

Calence estimates that the Services described herein will be completed within 2 weeks after the start of the project.

**Fees**

**Consulting Fees**

Services will be provided for the fixed fee listed below.

	<b>Fixed Consulting Fee</b>
VBrick Install	7,995

### Pricing Assumptions

1. Consulting Fees pricing does not include any necessary hardware/software costs, and expenses are not reimbursable.
2. Shipping and taxes, if applicable, are not included.
3. All prices are in U.S. dollars.
4. The work to be performed will be completed during normally scheduled working hours (8:00 A.M. to 5:00 P.M. local time Monday through Friday), excluding Calence observed holidays.

### Invoicing and Payment

HIDCO will be invoiced monthly, based on the percentage of the Services completed that month, and will pay each invoice within 30 days from invoice date.

Client will be invoiced for any "product" (i.e., hardware, software, documentation, accessories, materials, supplies and parts) associated with this Statement of Work upon delivery to a common carrier. Payment for any invoice for Product (as listed above) is due within 30 days from invoice date.

### Credit Approval

This Statement of Work is subject to credit approval by Calence. HIDCO agrees to submit such financial information from time to time as may be reasonably requested by Calence for the establishment and/or continuation of credit terms.

### Location

The engagement will be performed at HIDCO's facilities located in Edinburg Texas.

### Client Contact Information

HIDCO's contact for this engagement is Renan Ramirez (phone: 956.292.7010), who will be responsible for making the arrangements necessary to accommodate Calence staff members and provide them with the HIDCO resources required to complete the project.

### Change Management

Calence reserves the right to increase the fees and other amounts due to it hereunder in the event any of the assumptions or requirements set forth in this Statement of Work are unperformed or incorrect, or if HIDCO requests Calence to provide additional services outside the scope of Services. In any such event, Calence will have no obligation to perform the affected Services or any additional services unless Calence has agreed, in writing, to the increased fees and/or the additional scope, as applicable, in the form of an addendum to this Statement of Work.

### Escalation Procedure

Communications from Client to Calence concerning the Services provided under this Statement of Work will be escalated in accordance with the following table. Names are listed in the order in which escalation occurs.

Statement of Work for VBrick Install at County of Hidalgo

Title	Name	Contact Information
Account Manager	Diana Berger	Phone: 956.661.5561 Email: diana.berger@calence.com
Project Manager	David Avila	Phone: 956.975.1635 Email: david.avilla@calence.com
Consulting Market Director	Terry Hartman	Phone: 956.661.5874 Email: terry.hartman@calence.com

Acceptance Date

This offer of Services will be good through August 9, 2007. Signature by HIDCO indicates acceptance and authorization to proceed with the Services.

Invoicing Procedures

Calence will send invoices to:

County of Hidalgo

Address: \_\_\_\_\_

Attention: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Accounts Payable Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

A Purchase Order  Is  Is Not required for payment of invoices.

Purchase Order Number: \_\_\_\_\_

IN WITNESS WHEREOF, County of Hidalgo and Calence have executed this Statement of Work as of the date set forth above.

Calence, LLC

County of Hidalgo

Signature: [Signature]

Signature: \_\_\_\_\_

Name: R. Pinkerton

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

Title: QVP

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

Date: 7/26/07

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