

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM
FOR PURCHASE OF
GOODS AND SERVICES
DURING COVID-19 OPERATIONS
(Federal Emergency Management
Agency “FEMA” Requirements)**

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Federal and Texas law, including but not limited to Federal Emergency Management Agency Rules and Regulations, Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter “Customer” or “The County” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and SHI Government Solutions (hereinafter “Vendor”). Customer agrees to engage Vendor as an independent Contractor, to assist in providing professional services (“Services”) pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. Vendor Quote dated July 16, 2020;
- B. DIR-CPO-4398;
- C. Williamson County Agreement Addendum; and
- D. Any necessary insurance certificates.

Where there is any conflict between this Addendum and any of the above-referenced Agreement documents or incorporated documents, the terms of this Addendum shall control with the exception of DIR-CPO-4398.

II.

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

III.

Compliance with All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the goods or services rendered.

IV.

Good Faith: Vendor agrees to act in good faith in the performance of the Agreement relevant to this Agreement.

V.

Relationship of the Parties: Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

VI.

Texas Law Applicable to Indemnification and Limitation of Liability: All indemnifications or limitations of liability shall be to the extent authorized under Texas law.

VII.

Payment: Payment for Services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the performance of the Service under the Agreement is completed; or (2) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VIII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and any actual, necessary, reasonable and verifiable expenses as a direct consequence of such termination.**

IX.

Right to Audit: Vendor agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that Customer shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Vendor thirty days written advance notice of intended audits. Such audits may take place no more than once in a twelve month period. In no circumstances will Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the Agreements relevant to this Agreement.

XI.

Venue and Governing Law: Venue of this Agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.

XII.

No Assignment: This agreement may not be assigned by either party without prior written consent.

ADDITIONAL REQUIREMENTS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) COMPLIANCE:

XIII.

Clean Air Act and The Federal Water Pollution Control Act Compliance:

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and Vendor agrees to report each violation to the Customer and understands and agrees that the Customer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. If applicable, Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

XIV.

Suspension and Debarment: (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Customer. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Customer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Vendor, bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any agreement that may arise from this offer. The Vendor, bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XV.

Recovered Materials: (1) In the performance of this Agreement, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— (a) Competitively within a timeframe

providing for compliance with the contract performance schedule; (b) Meeting contract performance requirements; or (c) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

XVI.

Access to Records: The following access to records requirements apply to this Agreement:

(1) The Vendor agrees to provide Customer, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Customer and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

XVII.

Use of DHS Seals and Related Items: The Vendor shall not use Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

XVIII.

Compliance with Federal Law and FEMA Rules: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA

policies, procedures, and directives.

XIX.

Compliance with Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended):

Vendors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

XX.

No Federal Government Obligations: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from this Agreement.

XXI.

False Claims Act Compliance and Program Fraud Prevention: The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this Agreement.

XXII.

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

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Vendor:

Authorized Signature
Date: _____, 2020

Kristina Mann

Authorized Signature
Date: July 21, 2020

SHI ZERO TOUCH CONSULTING SERVICES

Statement of Work

Prepared for: SHI Government Solutions

Customer Name: Williamson County, Texas

Preparer: Kevin Jean-Louis | Email: kevin_jeanlouis@shi.com | Phone: 732-537-7109

Proposal Date: 7/21/2020

SHI GS PROPOSAL FOR SERVICES

1. OVERVIEW

SHI Government Solutions ("SHI GS") has engaged SHI Mobility Group to migration of Mobile Device Management services from Airwatch/Workspace One to Intune ("Services") in support of Williamson County, Texas ("Customer").

Williamson County, Texas has identified the following goals and objectives for this engagement:

Minimize friction of device enrollment changeover from VMware Workspace One/AirWatch ("AirWatch" to Microsoft Intune by automating aspects of agent deployment, unenrollment, and device identifier whitelisting, completing the migration with identical profiles, apps, and streamlined enrollment flow.

2. SCOPE OF SERVICES

SHI Mobility Services Group will provide to SHI GS the following services:

- Minimize friction of device enrollment changeover from VMware Workspace One/AirWatch ("AirWatch" to Microsoft Intune by automating aspects of agent deployment, unenrollment, and device identifier whitelisting.
- Migrate policies and apps from AirWatch to Intune
 - Mirror contents of Apple Business Manager Apps & Books token for free apps, with transition plan for paid apps as users.
 - Create corporate-owned device policy in Intune differing to AirWatch to Williamson County, Texas' current AirWatch environment
 - A new or appended-to restrictions profile is to be created which will ensure device backup to Managed Apple ID is available.
 - Default enrollment profile for Intune to be created, ensuring devices remain enrolled by preventing end-user unenrollment of Apple Business Manager-enrolled devices.
 - Reassign new and existing devices in Apple Business Manager from AirWatch to Intune.
- Consulting support for Intune environment to help validate build and address any outstanding issues.

3. IN-SCOPE ENVIRONMENT

The scope of work and pricing for this SOW are based on the following in-scope environment. Any change to the following in-scope environment details has the potential to affect the overall project scope and therefore the associated fees.

Current Environment

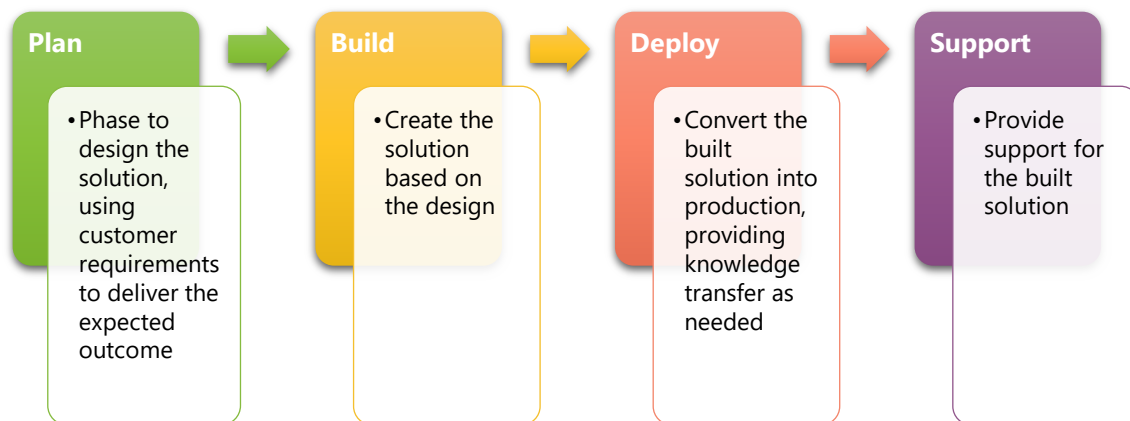
Location: WorkspaceOne – on-premise

New Environment

Location: Microsoft Intune – cloud-hosted

4. TECHNICAL DELIVERY METHODOLOGY

This engagement will be delivered using the Plan-Build-Deploy-Support methodology as described below:



5. PROJECT MANAGEMENT METHODOLOGY

SHI Mobility Services Group agrees that the SHI GS project manager shall be the primary interface and shall control all contractual communications with its customers and shall coordinate all activity with respect to this engagement. If a customer initiates any communications directly with SHI Mobility Services Group concerning this engagement, then SHI Mobility Services Group shall coordinate and communicate with the SHI GS project manager prior to answering such communications. SHI Mobility Services Group will provide to SHI GS all relevant operational information regarding the Services and will participate in meetings with the customer and SHI GS as requested by the SHI GS project manager.

6. PROJECT DELIVERABLES

The following table describes all physical documents that will be provided to the Customer in this engagement:

Deliverable Name	Project Phase	Description
Project Timeline	Start of Engagement	Document highlighting high level timeline of effort.
Project Guide	Project Close	Document highlight efforts done by consultant and customer to achieve goals set forth in Statement of Work.

7. PROJECT DURATION

The estimated project duration is 80 hours*. SHI Mobility Services Group will work with SHI GS to provide the required resources to meet a schedule that would be agreeable to all parties. In addition, the schedule assumes reasonable access to project resources and does not allow for holidays, vacations, and unforeseen delays in deliveries.

*Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.

8. PROJECT TEAM

SHI Mobility Services Group will provide the following resources for this engagement:

Resource	Role	Involvement
Consultant(s)	SHI resource(s) responsible for all aspects in the delivery including and not limited to analysis, design, build, test activities.	Part Time

9. SUCCESS CRITERIA

Following is the list of milestones and the success criteria for each milestone:

Milestone	Success Criteria
Demo enrollment of a device via web conference	Enrollment of a device in customer's hands, to verify overall configuration policies and app assignment via Intune.
Apple Business Manager Apps & Books Token Cutover	Creation of an identical Apple Business Manager Apps & Books token, populated with correct license counts for free apps; migration of paid licenses to occur when recipients' devices are enrolled in the new MDM.
Apple Business Manager Device Assignment Cutover	After all requirements are fulfilled and a test device successfully configured, changing the default device assignment. Includes retroactively assigning any devices in Apple Business Manager currently assigned to AirWatch for future enrollment.
Device Re-Enrollment Action	Done in phases, action sent from AirWatch to prompt users to re-enroll devices. Action may include full device wipe to prevent unenrollment by end users.

10. ASSUMPTIONS

The services and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. SHI Mobility Services Group is not responsible for lost data. SHI Mobility Services Group recommends that Williamson County, Texas perform a full working backup of their data prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. Williamson County, Texas is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead-time for scheduling is fourteen (14) business days from our receipt of the signed SOW and Purchase Order.
4. SHI Mobility Services Group will not develop applications as a part of this Statement of Work.
5. Williamson County, Texas will provide the necessary hardware to complete the engagement.
6. SHI Mobility Services Group is not responsible for delays caused by failures, including but not exclusive to systems, personnel or environmental causes or in receiving data from Williamson County, Texas.

7. Any restrictions or requirements regarding the SHI Mobility Services Group's consultants' use of personal equipment must be stated in advance of the commencement of the engagement.
8. Williamson County, Texas will provide, to the extent necessary, administrative usernames and passwords available to meet necessary obligations.
9. Williamson County, Texas will provide necessary and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. Williamson County, Texas will provide the necessary workspace and network access to provide the above services.
11. Williamson County, Texas will provide access to building(s) and room(s) as necessary to complete the services described above.
12. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Williamson County, Texas. All wiring, hardware, and software required to perform the above services are in working order.
13. SHI GS will provide a technical point of contact during the time of this project.
14. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
15. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

11. OUT OF SCOPE

Any services not listed in the Scope of Services section above are considered "out of scope", however, for purposes of clarity, these services are not in scope of this SOW:

- Hardware configuration to fix any deficiencies
- Troubleshooting related to physical hardware
- Third-party application configuration or performance troubleshooting (unless identified during scope discussions)
- Network configuration of customer environment
- VPN configuration with customer infrastructure

12. CUSTOMER RESPONSIBILITIES

Both Williamson County, Texas and SHI GS are responsible for the successful execution of this Project. Williamson County, Texas agrees to the following assigned responsibilities:

- Prior to the start of this engagement, Williamson County, Texas will indicate to SHI GS in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Williamson County, Texas in all aspects of the Project; however, any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Williamson County, Texas and SHI GS is made through the SHI GS project manager.
- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI GS project personnel have reasonable and safe access to the project site and adequate office space, if required.
- The Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this engagement. SHI GS may request that meetings be scheduled with Technical Contacts.
- Williamson County, Texas will inform SHI GS of any necessary access issues and security measures and provide access to all necessary hardware and facilities as required.
- Williamson County, Texas will provide, at no expense to SHI GS: computer hardware, software, and necessary access to the Customer network as required to complete the work described in this Statement of Work.
- Williamson County, Texas is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this engagement.
- Williamson County, Texas will provide SHI GS consultants with adequate remote access and connectivity such as Cisco VPN, Nortel Contivity, etc., which will allow SHI GS consultants to independently access the Customer's network to perform the work described in this SOW. **NOTE: Alternative forms of access which are dependent upon Customer personnel such as using a shared desktop accessed via WebEx or similar solutions will INCREASE the time SHI GS consultants need to perform their work and therefore increase the cost associated with this SOW.**

- Williamson County, Texas agrees that all related information regarding this project will be communicated to SHI GS as expeditiously as possible.

13. SHI GS RESPONSIBILITIES TO SHI MOBILITY SERVICES GROUP

SHI Mobility Services Group and SHI GS are responsible for the successful execution of this Project. SHI GS agrees to the following assigned responsibilities:

- Prior to the start of this SOW, SHI GS will indicate in writing to SHI Mobility Services Group, a person to be the point of contact. All Project communications will be addressed to such point of contact.
- SHI GS will have the authority to act in all aspects of the project; however, any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- SHI GS shall have the authority to resolve conflicting requirements.
- SHI GS will ensure that any communications are made to SHI Mobility Services Group point of contact.
- SHI GS will obtain and provide project requirements, information, data, decisions and approvals within three business days of the request, unless both parties agree to a different response time.
- SHI GS will ensure that SHI Mobility Services Group personnel have reasonable and safe access to the project site and adequate office space, if required.
- SHI GS will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the SHI Mobility Services Group organization, if required.
- SHI GS will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this project. SHI Mobility Services Group may request that meetings be scheduled with Technical Contacts.
- SHI GS will inform SHI Mobility Services Group of all access issues and security measures.
- SHI GS agrees that all related information regarding this project will be communicated to SHI Mobility Services Group as expeditiously as possible.

14. DUTIES OF SHI MOBILITY SERVICES GROUP

SHI Mobility Services Group shall provide the Services during the term of this engagement in accordance with this SOW and these terms and conditions. SHI Mobility Services Group will provide all resources, facilities, management, labor, expertise, skills, tools and equipment necessary for the performance of its obligations under this SOW. Without limiting the foregoing, SHI Mobility Services

Group shall: (i) keep the SHI GS project manager advised of the progress of the delivery of the Services and the status of the deliverables; (ii) permit any designated representative of SHI GS periodically to review the work of SHI Mobility Services Group personnel performing Services and preparing deliverables; (iii) perform the Services in a timely manner and provide the deliverables in accordance with this SOW; and (iv) keep accurate records of work performed on this SOW, evidence of which SHI Mobility Services Group shall provide to SHI GS upon SHI GS's request.

15. PRICING AND PAYMENT SCHEDULE

SHI Mobility Services Group proposes to deliver the services described here for a fixed price as set forth below.

This quote is valid for 60 days from 7/21/2020. All hours must be utilized before 9/31/2021.

SUMMARY	FEE
SHI ZERO TOUCH CONSULTING SERVICES	\$23,920
POST ENGAGEMENT CONSULTING SERVICES (40 HOURS)	\$11,960

The following table describes the project milestones. When these are completed and approved by Williamson County, Texas, SHI GS will notify the SHI Mobility Services Group to submit an invoice to the SHI GS Project Manager for payment of the milestone.

MILESTONE	%	FEE
SOW Signing	100	\$35,880
Total	100	\$35,880

15.1. Billing Terms

SHI GS shall have no obligation to pay SHI Mobility Services Group for products or services provided hereunder unless SHI GS's Customer has agreed to be invoiced for the hourly work associated with the SHI Mobility Services Group's products or services. SHI GS's receipt of approval from SHI GS's Customer for the products or services is a condition precedent to any obligation of SHI GS to pay SHI Mobility Services Group and SHI GS shall pay SHI Mobility Services Group with terms of Net 30.

Furthermore, SHI GS reserves the right to not approve timesheets for poor performance.

SHI Mobility Services Group may submit an invoice to the SHI GS project manager upon notification from the SHI GS project manager to submit the invoice for a milestone.

15.2. Digital Partner of Record

SHI GS will, as part of this engagement, apply for Digital Partner of Record (DPOR) with Microsoft. The SHI Mobility Services Group will not supply any Microsoft Partner Network (MPN) information other than that of SHI GS in any Microsoft Subscription, or product sale or services related to this engagement nor ask to be the DPOR of this engagement.

16. TRAVEL

No travel is required for this engagement.

17. TERMS AND CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the services agreement DIR Contract No. DIR-CPO-4398 ("Agreement") between Williamson County, Texas and SHI GS with an Effective Date of May 9th, 2019 as modified (the "Terms and Conditions"): where the terms and conditions state "SHI Government Solutions" they shall read Subcontractor and where the terms and conditions read Williamson County, Texas they shall read "SHI Government Solutions".

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

18. CONTACT INFORMATION

Please provide the following info:

Project Point of Contact (Customer Contact)	
Name:	Tammy McCulley
Email Address:	tmcculley@wilco.org
Phone Number:	

Work Location	
Address:	301 SE Inner Loop, Suite 105
City, State, Zip:	Georgetown TX 78626

19. STATEMENT OF WORK ACCEPTANCE

The parties, intending to be legally bound, have caused this SOW to be executed by their authorized representatives on the dates set forth below.

SHI Mobility Group	SHI Government Solutions
Signature:	Signature: <i>Michael McCracken</i>
Print Name:	Print Name: Michael McCracken
Title:	Title: Sr. Director End User Solutions
Date:	Date: 07/16/2020