

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM No. 1
WITH
STREET SMARTS VR, INC.
(County's Request for Proposals #25RFP43)**

The underlying Purchasing Agreement and its Amendments (Collectively the "Agreement") regarding the County's Request for Proposals #25RFP43 (the "Amendment"), between Street Smarts VR, LLC ("Vendor") and Williamson County, Texas ("Purchaser") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Incorporated Documents:** This Agreement constitutes the entire Agreement between both 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. This Williamson County Addendum No. 1;
 - B. Williamson County Solicitation #25RFP43;
 - C. Company's Response to Solicitation #25RFP43
 - D. Street Smarts VR Purchase Agreement and
 - E. Street Smarts VR Quote No. Q2025-304B.
- 2. Termination for Convenience.** Purchaser may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Vendor. In the event of such termination, it is understood and agreed that only the amounts due to Vendor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Purchaser's termination of this Agreement for convenience.
- 3. No Indemnification by Purchaser.** Vendor acknowledges and agrees that under the Constitution and the laws of the State of Texas, Purchaser cannot enter into an agreement

whereby Purchaser agrees to indemnify or hold harmless any other party, including but not limited to Vendor; therefore, all references of any in this Agreement to Purchaser indemnifying, holding or saving harmless any other party, including but not limited to Vendor, for any reason whatsoever are hereby deemed void and deleted.

- 4. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 5. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Purchaser, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Purchaser does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 6. The County's Right to Audit.** Vendor agrees that Purchaser 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 Purchaser shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Purchaser shall give Vendor reasonable advance notice of intended audits.
- 7. Non-Appropriation and Fiscal Funding.** The obligations of Purchaser under this Agreement do not constitute a general obligation or indebtedness of Purchaser for which Purchaser is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any Purchaser's fiscal year if the governing body of Purchaser does not appropriate sufficient funds as determined by Purchaser's budget for the fiscal year in question. Purchaser may effect such termination by giving written notice of termination to Vendor at the end of its then-current fiscal year to be effective as of the last day of Purchaser's fiscal year. For purposes of this Agreement, the Purchaser's fiscal year shall be October 1st to September 30th.
- 8. Payment, Interest and Late Payments.** Purchaser's payment for goods and 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 Purchaser receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Purchaser 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 Purchaser'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.

In the event that an error appears in an invoice submitted by Vendor, Purchaser shall notify Vendor of the error not later than the twenty first (21st) day after the date Purchaser receives the invoice. If the error is resolved in favor of Vendor, Vendor shall be entitled to receive interest on the unpaid balance of the invoice submitted by Vendor beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Purchaser, Vendor shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

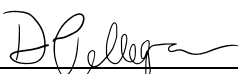
9. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Purchaser, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Purchaser shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of Purchaser. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Vendor shall furnish Purchaser with a certification of coverage issued by the insurer. Vendor shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Vendor shall also notify Purchaser, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**
10. **Relationships 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.
11. **Sales and Use Tax Exemption.** Purchaser is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Purchaser. Exemption certificates will be provided to contractors and suppliers upon request.

12. Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Purchaser, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Purchaser as to whether or not the same are available to the public. It is further understood that Purchaser's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Purchaser, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Purchaser by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Street Smarts VR, LLC:

By: 

Printed Name: Dom Pellegrini

Title: Head of Growth

Date: July 8th, 2025

Williamson County, Texas:

By: _____

Printed Name: _____

Title: As Presiding Officer, Williamson
Commissioners Court

Date: _____, 20____

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 10 2025 Time: 3:02 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 10 2025 Time: 8:46 am



STREET SMARTS VR

Better Training. Better Performance. Better Outcomes.

Purchase Agreement

Customer: Williamson County Sheriff's Office
8160 Chandler Rd.
Hutto, TX 78634

Vendor: Street Smarts VR, Inc.
44 Wall St., Ste 703
New York, NY 10005

Effective Date: Thursday, May 8, 2025

This Integrated VR Training Solution Purchase Agreement (the "Agreement") is entered into by and between Williamson County Sheriff's Office ("Purchaser") and Street Smarts VR, Inc. ("Vendor") as of the Effective Date defined herein.

1. Scope of Purchase

Purchaser agrees to acquire from Vendor the complete Integrated Virtual Reality Security Training Solution package (the "Solution") as detailed in Quote Number Q2025-304B, dated April 29, 2025, which is hereby incorporated by reference. The Solution includes the following bundled products and services:

- Access to SSVR Training Library and Creator Interface
- Hardware:
 - (2) HTC VR Headsets & Controllers
 - (2) Alienware M18 R2 Laptops
 - (2) Wireless Mouse
 - (2) Wireless Router RT-AXE7800
 - (2) Base Station & Fovetic Stands
 - (2) Power Strips
 - (2) Rugged Carrying Case
- User Devices:
 - (2) SSVR Glock 17
 - (2) Recoiling M4 (Green Gas not included)
 - (2) SSVR ECD 26
 - (2) Flashlight
 - (2) Baton
 - (2) OC Spray
- Manufacturer and software warranties (60 months)
- (1) on-site Train-the-Trainer session for up to 8 hours and 8 participants.
- Shipping and handling

All components are provided as a bundled, non-divisible solution.

2. Contract Value and Payment Schedule

The total contract value for the Solution is USD \$131,750.00, reflecting a discount from the standard pricing of USD \$155,000.00.

Payment Terms:

- Full payment of USD \$131,750.00 is due upon receipt of the system.

Purchaser acknowledges that this pricing includes all hardware, software, services, training, warranties, and shipping. All warranty periods begin upon system delivery.

3. Payment Commitment

By executing this Agreement, the Purchaser agrees to the following binding obligations:

- The total contract value covers the complete Solution as defined above.
- Payment obligations under this Agreement are non-cancellable and binding.
- In the event of early termination for any reason, all outstanding amounts shall become immediately due and payable.
- Purchaser shall be responsible for any applicable taxes, duties, tariffs, or levies imposed by governmental authorities.

4. Invoicing and Delivery

- The Vendor will issue an invoice upon shipment of system.
 - Full payment is due **upon receipt of invoice** and system delivery.
 - Please allow **60–90 days** for delivery from the Effective Date.
-

5. Order Processing Requirements

To process this order, the Purchaser must provide the following documentation and information:

- Completed **W-9** form for Vendor records
- **Tax Exempt Certificate**, if applicable
- Confirmed **Shipping Address**, including:
 - **Attention To:** [Insert Contact Name or Department]
- **Bill To Information:** E-mail address (preferred) or Mailing address

All documents and shipping information should be sent to:

Frances Sharp | frances.sharp@streetsmartsvr.com

6. Entire Agreement

This Agreement constitutes the entire understanding between the Purchaser and Vendor and supersedes any prior communications, representations, or agreements, whether oral or written, that conflict with the terms herein. Any references to partial purchase or hardware-only procurement are expressly disclaimed.

Authorized Signatures

Street Smarts VR, Inc.

Signature: 

Name: Dom Pellegrini

Title: Head of Growth

Date: July 8, 2025

Williamson County Sheriff's Office

Signature: _____

Name: _____

Title: _____

Date: _____

STREET SMARTS VR

44 Wall St. Suite 703, New York, NY 10005

DUNS: 081290398 | Cage Code: 856Y6
UEI: Z5JMXTMDELF3 | TIN: 821910641



Quoted To:

Williamson County Sheriff's Office
8160 Chandler Rd., Hutto, Tx 78634
Re: RFP 25RFP43

Account Executive

Will Kane | will.kane@streetsmartsvr.com

Prepared By:

Frances Sharp | frances.sharp@streetsmartsvr.com

Requested By:

Sheila Smith | sheila.smith@streetsmartsvr.com

Quote Number: Q2025-304B

Quote Date: 4/29/2025

Quote Expiration: 10/26/2025

Description	Quantity	Unit Cost	Extended Cost
Multi-User Integrated VR Security Training Solution 5 Yr System includes the products and services below <u>Software</u> SSVR Training Library (pre-made scenarios) & Creator Interface (create your own scenarios) <u>VR Core Hardware Components</u> (2) HTC VR Headset & Controllers (2) Alienware M18 R2 Laptop <i>Intel Core i9-14900HX, 16GB DDR6, 1 TB M.2 PCIe NVMe, RTX 4090, Windows 11 Pro</i> (2) Wireless Mouse (2) Wireless Router RT-AXE7800 (2) Fovetic Stands (2 pack/kit) (2) Power Strip (2) Rugged Carrying Cases <u>User Devices</u> (2) SSVR Glock 17 (2) SSVR Recoiling M4 (Green Gas NOT Included) (2) SSVR ECD 26 (2) SSVR Flashlight (2) SSVR Baton (2) SSVR OC Spray <u>SSVR Warranty Service</u> Manufacturer warranty on HTC Hardware VR Headset, Wireless Adapter, Base Stations, and VR Trackers for 60 months Software warranty - Street Smarts VR Software updates and proprietary user interface tools for 60 months <u>Delivery, Implementation, Train-the-Trainer</u> Shipping Please allow 60-90 days for delivery of SSVR hardware to delivery sites. Train-the-trainer session (T3), on location (1) Hardware & software training, 1 Trainer, Up to 8 trainees, Up to 8 hours *SSVR Warranty Service - All warranties begin the day the system is delivered	1	\$155,000.00	\$155,000.00

Terms & Conditions

Send PO to frances.sharp@streetsmartsvr.com
ACH Preferred Payment Method
Payment Due Upon Receipt of System

Sub Total	\$155,000.00
<i>Discount</i>	<i>-\$23,250.00</i>
Total USD	\$131,750.00