

Ingram Technologies, LLC

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Austin, T 78720 U
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Estimate

ADDRESS	SHIP TO	SHIP VIA	on-site pro services	ESTIMATE	
Williamson County	Williamson County			DATE	07/19/2023
301 SE Inner Loop Suite 105	301 SE Inner Loop Suite 105			E PIRATION	08/30/2023
Georgetown, TX 78626 USA	Georgetown, TX 78626 USA			DATE	

SALES REP	GOV COOP CONTRACTS
Scott	DIR-CPO-4697 iPro

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	IPS-CONSUL-1D-T	IPS-CONSUL-1D-T MSRP: \$2900.00 I PROAMERICAS INC i PRO PROFESSIONAL SERVICE, ONE DAY OF SERVICES FOR DEPLOYMENT, TRAVEL INCLUDED. DIR-CPO-4697 iPro No signature is required if accompanied by a County PO Number	10	2,700.00	27,000.00T

DIR-CPO-4697 iPro	SUBTOTAL	27,000.00
No Signiture is required if accompanied with a Couuny PO Number.	TAX	0.00
	TOTAL	\$27,000.00

Accepted By

Accepted Date

ADDENDUM TO
PROFESSIONAL SERVICES STATEMENT OF WORK
(I-PRO AMERICAS INC.)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose Contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, 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 ADDENDUM (hereinafter "Addendum") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and i-Pro Americas Inc. (hereinafter "i-PRO"), both of which are referred to herein as the "parties." Subject to the changes herein, the parties have accepted i-PRO's Professional Services Statement of Work ("SOW"), attached hereto as **Exhibit "A,"** and the following changes shall be incorporated as if part of the SOW.

I.

Effective Date: This Addendum shall be in full force and effect as of the date of the last party's execution below and shall continue until the SOW Termination Date.

II.

Consideration and Compensation: i-PRO will be compensated upon final completion of services. The not-to-exceed amount under the SOW is Twenty-Seven Thousand Dollars (\$27,000) unless amended and approved by the Williamson County Commissioners Court.

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 the County receives the goods under the SOW; (2) the date the performance of the service under the SOW 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 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption for sale and use taxes. The County agree to provide exemption certificates upon

request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against i-PRO for the supplies or products provided or any services rendered.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in this SOW will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless i-PRO for any reason are hereby deleted.

IV.

Venue and Applicable Law: Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

V.

Right to Audit: i-PRO agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and the right to examine and photocopy any and all books, documents, papers and records of i-PRO which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. i-PRO agrees that the County shall have access during normal working hours to all necessary i-PRO facilities and shall be provided adequate and appropriate workspace to conduct audits in compliance with the provisions of this section. The County shall give i-PRO reasonable advance notice of intended audits.

VI.

Public Information: i-PRO understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Addendum may be subject to public disclosure pursuant to the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by i-PRO shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Addendum are not proprietary or confidential information.

VII.

Conflict: In the event there is a conflict between this Addendum and the SOW, this Addendum controls to the extent of the conflict.

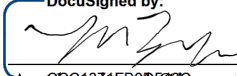
WITNESS that this Addendum shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell Jr. (Aug 22, 2023 16:17 CDT)

Judge Bill Gravell, Jr.
County Judge
Date: Aug 22, 2023 ____, 20____

I-PRO AMERICAS INC.:

DocuSigned by:


DocuSigned by: Lance Brewer
Authorized Signature
Lance Brewer

Printed Name
Date: 8/8 ____, 2023

EXHIBIT A



PROFESSIONAL SERVICES STATEMENT OF WORK

WILLIAMSON COUNTY SHERIFF'S OFFICE UEMS TO UDE MIGRATION

This Professional Services Statement of Work ("SOW"), with an effective date of July 31st, 2023 ("Effective Date") is by and between i-PRO Americas Inc., with a principal place of business at 8550 Fallbrook Drive, Suite 200, Houston, Texas 77064 ("i-PRO"), and Williamson County Sheriff's Office, a Law Enforcement Agency with a principal location at 508 S Rock St, Georgetown, TX 78626 ("Customer"). This SOW provides an understanding of the objectives, approach, and schedule of deliverables (collectively the "Services"). This SOW shall be modified as per the Project Change Control section of this SOW.

BACKGROUND

Williamson County Sheriff's Office has purchased UDE licensing and prepared to upgrade their evidence capture management operations to the Unified Digital Evidence Platform and requested services to facilitate moving over to this system from their current UEMS System. They wish to use the added features of UDE to consolidate the 10 UEMS Servers to 4 UDE servers and reduce the total amount of hardware and network infrastructure dedicated to the function of Evidence Capture and management.

PROJECT OR PROGRAM OBJECTIVES

- Installation of UDE software
- Configuration of UDE system to match UEMS settings
- Configuration and integration of available end devices into new environment
- Staff deployment training for existing and future end devices
- Manual reconfigurations of new Body Worn Cameras
- Training on use of new UDE Back End Website and Device Management
- Transfer of existing database records data from UEMS server to new UDE server

i-PRO RESPONSIBILITIES

The following identifies the in-scope and out of scope responsibilities of i-PRO:

IN-SCOPE

Installation and integration of UDE system using specs from UEMS server and new changes/input.

Configuration of Server operation (AD sync, Classifications, Retention Policies, etc.)

Upgrade and configuration of end devices made available for work hours, (ICV recorders and/or Body Worn Cameras)

Admin, Deployment, and User Training on new UDE system for applicable Personnel

Transfer of UEMS records data to the new UDE server and verify that data follows assigned retention policy and is stored in the general location.

Transfer of Evidence Data from current storage device to new storage solution

Training on capture and configuration of end devices not available during the on-site portion of the project



OUT OF SCOPE

Any power or physical infrastructure work

Any end device repairs requiring replacement

Any installation or upfit of any vehicles or components within

On-site or Remote training outside of initial project visit unless Change Order accepted and processed

Network and Network device configuration

**DESCRIPTION OF SERVICES TO PERFORM****SERVER MIGRATION PLANNING ACTIVITIES****Arbitrator SO – ESOC-UDE-SO****Arbitrator-Con1 + Arbitrator-Con2 + Arbitrator-Con3 + Arbitrator-Con4 -ESOC-UDE-CON****Arbitrator-EMS + Arbitrator-JUV – ESOC-UDE-EMS****Arbitrator CA + Arbitrator-DA – ESOC-UDE-JUS**

Servers will be installed on customer provided Servers that meet the required spec for UDE based on the end devices and users expected to be assigned to the system.

Each server will be fully configured to the Migration Schedule

Publishing will be enabled for each of the 4 main servers.

The streaming server will be configured and deployed.

Onsite portion will consist of configuring the current UEMS servers to push configurations to ICV recorders to upload to the new assigned UDE Servers before the weekend before the scheduled Deployment to have as many cars moved over to the new respective system. Mark 3 Body Worn Cameras must be manually configured to switch them from UEMS Mode to UDE mode, BWC4000 can be configured using the BWC Configuration Tool over the network if they are on the network. This process will be shared with any administrator of the systems.

Training will be reserved for a time during the on-site portion split between User training, Supervisor/Records, and Admin training.

DELIVERABLES

Deliverable	Acceptance Criteria
Working UDE server system	ICV Recorders, and BWC's upload successfully to and receive updates from new server
Transfer of data	All Existing data on UEMS server is viewable in the UDE
Training (user/Records)	Attendees gain a working knowledge of operation, function, and everyday use of UDE system, including how to access, view videos, export, view/add metadata, data management
Training (Admin)	Attendees gain user knowledge, in addition to administration of system, including adding new users, creating rules, notifications, viewing the dashboard, and the Device Management module

All deliverables will be accepted in accordance with the Approval/Acceptance of Project Deliverables section of this SOW.



SCHEDULE

Document key milestones of the project etc. (date can be month and not a specific date of the month).

The work shall commence on 8/7/2023 and shall be completed by no later than 9/15/2023 ("SOW Termination Date"). After the SOW Termination Date, extensions to this SOW require mutual written agreement of the parties.

Milestone Schedule

Milestone	Date
<i>UDE Server Installation and Configuration</i>	<i>September 2023</i>
<i>BWC and ICV Configuration for new and existing systems</i>	September 2023
<i>Training on use and deployment of existing systems</i>	September 2023

CUSTOMER RESPONSIBILITIES

Customer Responsibilities are:

Prior to UDE installation, please review the following checklist and ensure that all pieces are in place for each server.

- If HTTPS is going to be used, a CA signed SSL certificate will need to be procured.
 - This can be a wildcard certificate, a single SAN certificate if only utilizing one UDE server, or a multi-SAN certificate with a SAN for each server (i.e., UDE Server, Streaming Server, etc.)
 - The certificate does not need to match the domain of the server (for instance, a public domain can be used even if it does not match the local domain of the computer)
 - If the certificate does not match the domain of the server, DNS records will need to be put in place pointing to the URL that will be used for UDE.
 - .PFX file is needed for installation.
- Full SQL licensing (SQL Server 2016 SP1, SQL Server 2017, or SQL Server 2019 Datacenter, Standard, or Enterprise Editions.)
- SQL Server requires Full-Text and Semantic Extractions for Search be installed.
- SQL Server requires Mixed Mode Authentication
- A SQL Sys Admin account will be required at the time of installation
- The UDE server requires .NET 3.5 SP1, .NET 4.6.2, and .NET 4.7.2. Windows installation may be required to access the SXS source files.
- If utilizing Streaming, we will need a VM to be spun up with an Ubuntu Linux image that will be provided by i-PRO
- The UDE server will require internet access during installation.
- A local or domain admin account will need to be provided for installation. This account will be used to run the services, so the password should not expire.
- Ensure all users have an email address input into Active Directory. Users without email addresses cannot be imported



PROJECT CHANGE CONTROL

APPROVAL/ACCEPTANCE OF PROJECT DELIVERABLES

Approvals/Acceptance of Deliverables will be conducted in accordance with the Acceptance Criteria set forth in the DELIVERABLES section. Customer shall have a period of ten (10) business days (“Acceptance Period”) to inspect and approve the Deliverables. Should the Customer fail to not notify i-PRO of non-acceptance of the Deliverables and sign the Post Deployment Sign-Off Sheet within the Acceptance Period, the Deliverables shall be deemed accepted, and Customer will be invoiced for the completed services.

PROJECT MANAGEMENT

Customer shall assign a Project Manager to:

- Act as the single point of contact for this project and coordinate all project resources.
- Execute a formal project kickoff meeting.
- Create and maintain a detailed project plan.
- Maintain project communications, including but not limited to a weekly project status meeting and submission of a weekly status report, a monthly project steering committee meeting and submission of a steering committee status report.

SIGN-OFF RESPONSIBILITIES

Graig Fergusson has been designated, as the i-PRO representative, authorized to service your Law Enforcement Agency}.

Customer to assign a representative, authorized to sign-off and accept deliverables, in writing within five (5) business days of execution of this SOW.

PRICING

Pricing Terms are in accordance with the Customer’s Purchase Order with i-PRO or Customer’s reseller.

Out of Scope services are to be formally requested by the Customer to i-PRO or Customer’s reseller. i-PRO or the reseller should provide the Customer with a new quote for review and approval by the Customer. Out of scope services as an option are defined in the table below:

Service Description	Service SKU	Unit Price
1 Day of Service (Non-Travel)	IPS-CONSUL-1D	In accordance with the Purchase Order
1 Day of Service (Travel)	IPS-CONSUL-1D-T	In accordance with the Purchase Order
1 Day of Installation Services (4 vehicle max and travel)	IPS-ICV-INSTX-1D-T	In accordance with the Purchase Order



PAYMENT TERMS:

Payment Terms are in accordance with the Customer's Purchase Order with i-PRO or Customer's reseller.

DISCLAIMER

This SOW will in no event create or imply any obligations with respect to work activities or Services that are not specified in this SOW. Any additional Services or assistance requested by the Customer, or its subsidiaries must be contracted for separately or amended accordingly and billed at current prevailing rates at the time of occurrence.

TERMINATION FOR CONVENIENCE

Either Party may terminate this SOW at any time upon fifteen (15) days' prior written notice to the other party. In such case, the Customer's liability shall be limited to the payments due to i-PRO for Services already performed under the terms of this SOW up to and including the date of termination and no further Services will be rendered by i-PRO to Customer.

TERMINATION FOR CAUSE

Either party shall also have the right to terminate this SOW immediately upon prior written notice to the other party in the event that the other party (i) is in material breach or default of this SOW and fails to cure such breach or default within thirty (30) days after receipt of written notice from the first party specifying the nature of the breach or default, or (ii) becomes insolvent, makes an assignment for the benefit of creditors, files for bankruptcy, or takes any other action which would indicate insolvency on its part.

FORCE MAJEURE

Neither party shall be held responsible for any delay or failure in performance of any part of this SOW to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of terrorism, act of God, or other similar causes beyond its reasonable control and without the fault or negligence of the delayed or nonperforming party or its subcontractors ("force majeure conditions"). If any force majeure condition occurs, the party delayed or unable to perform shall give prompt written notice to the other party, stating the nature of the force majeure condition and any action being taken to avoid or minimize its effect.

GENERAL INDEMNITY

Customer shall indemnify, defend and hold harmless i-PRO and its agents, officers, directors and employees from and against any and all claims, losses, actions, damages, costs, expenses and other liabilities, including but not limited to reasonable attorney's fees and expenses, actually incurred by the indemnified party and arising out of or resulting from Services provided under this SOW or negligent or wrongful acts or omissions of Customer or its agents or employees, including any such claim, loss, action, damage, expense or other liability attributable to employee dishonesty or personal injury, bodily injury or death of any person, including any of Customer's personnel, or to damage to or destruction or theft of any property, money or securities, whether belonging to i-PRO or to any third party, excepting only such injury, death, damage or destruction to the extent it is caused solely by the negligence or willful misconduct of i-PRO, its agents or employees. The obligations of the Customer assumed in this paragraph shall survive termination of this SOW.



GOVERNING LAW

This SOW shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of laws principles.

MEDIATION

If a dispute arises out of or relates to this SOW, or its breach, and the parties have not been successful in resolving the dispute through direct negotiation, the parties shall attempt to resolve the dispute through non-binding mediation by submitting the dispute to a sole mediator selected by the parties or, at the option of a party, to mediation by the American Arbitration Association ("**AAA**"). Each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of the AAA. The parties, their representatives, other participants, and the mediator shall hold in confidence the existence, content and result of the mediation. If the dispute is not resolved by the mediation, the parties shall have the right to resort to any remedies permitted by law. Defenses based on the passage of time are suspended upon submitting the dispute to the mediator and during the mediation. The time period during the mediation shall be disregarded in calculating such defenses. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights before, during or after mediation.

NOTICES

Any notices pertaining to this SOW shall be in writing and shall be deemed to have been given at the time when sent by overnight courier, or mailed by certified mail, return receipt requested, in a postpaid envelope, addressed to the address stated in Paragraph 1 of the party to which notice is given, or to such changed address as such party may have fixed by notice, provided, however, that any notice of change of address shall be effective only upon receipt.

NO WAIVER

No waiver of any provision of this SOW shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this SOW is not a waiver of that party's right to later enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right.

ASSIGNMENT

Neither this SOW nor any rights or obligations hereunder shall be assignable or otherwise transferable by either party hereto to any third party, including any Affiliate, without obtaining the prior written consent of the other party hereto. Any attempted assignment or transfer made in contravention of this Section shall be null and void.

SEVERABILITY

If any provision of this SOW is invalid or unenforceable in any circumstances, its application in any other circumstances and the remaining provisions of this SOW shall not be affected thereby.

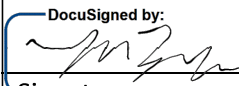
ENTIRE AGREEMENT

This SOW sets forth the entire understanding of the parties hereto, and all prior representations and agreements are superseded hereby. This SOW cannot be amended or modified orally, but only in writing signed by both parties.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have executed this SOW as of the last date set forth below, but this SOW is effective as of the Effective date for all purposes.

i-PRO Americas Inc.		Williamson County Sheriff's Office	
<div>DocuSigned by: </div>	8/8/2023	<div><u>Bill Gravell Jr.</u> <small>Bill Gravell Jr. (Aug 22, 2023 16:17 CDT)</small></div>	Aug 22, 2023
Signature	Date	Signature	Date
Lance Brewer		Bill Gravell Jr.	
National Services Manager		County Judge	
8550 Fallbrook Drive, Suite 200		508 S Rock St	
Houston, Texas 77064		Georgetown, TX 78626	