

STATE OF TEXAS
COUNTY OF WALLER

**AMENDMENT TO THE AGREEMENT BETWEEN WALLER COUNTY, TEXAS, AND
UTILITY ASSOCIATES, INC.**

Waller County, Texas (“County”), a political subdivision of the State of Texas, and Utility Associates, Inc. (“Contractor”), a Delaware corporation, with its principal place of business at 250 E. Ponce de Leon Ave., Suite 700, Decatur, Georgia, 30030, hereby amend the agreement entered into between the County and Contractor on May 31, 2023. This amendment is made and entered as of the last date of signature affixed hereto (“Effective Date”).

WHEREAS, County, and Contractor entered into an agreement on May 31, 2023 (“Agreement”), which is attached hereto as Exhibit 2 and incorporated herein as if fully set forth word for word; and

WHEREAS, the Agreement was entered pursuant to Texas Department of Information Resources (“DIR”) contract number DIR-CPO-4799; and

WHEREAS, DIR is a cooperative purchasing program established under Texas law through which the County is eligible as a local government entity to make purchases through contracts awarded by DIR to vendors;

WHEREAS, County wishes to purchase additional equipment under the same terms and conditions of the Agreement, and Contractor wishes to provide the additional equipment under the same terms and conditions of the Agreement;

NOW, THEREFORE the parties mutually agree as follows:

1. The Agreement is amended to include the additional equipment identified in Exhibit 1, attached hereto and incorporated herein as if fully set out word for word.
2. The term of service for the equipment identified in Exhibit 1 is coterminous with the original term of the Agreement, which ends on May 31, 2028.
3. No other amendments or modifications to the Agreement are hereby made.
4. This amendment is effective as of the date of the last signature.
5. Signatories represent and warrant that they have the authority to bind the respective parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and in consideration of the mutual covenants and agreements contained herein, the Parties hereto mutually into this Amendment as of the Effective Date.

WALLER COUNTY, TEXAS

UTILITY ASSOCIATES, INC.

Carbett "Trey" Duhon, III
Waller County Judge

NAME
TITLE

Date

Date

ATTEST:

Debbie Hollan
Waller County Clerk



Waller County TX Constable Precinct 2

Waller County TX Constable Pct. 2

27388 Field Store Rd.
Waller, TX 77484
United States

Reference: 20251124-144410219
Quote created: November 24, 2025
Quote expires: February 22, 2026
Quote created by: Clay Campbell
"Business Manager"
ccampbell@utility.com
+18329539849

Gary Noel

Constable
constablepct2@wallercounty.us
+19369311914

Comments from Clay Campbell

Coreforce is honored to be considered for the Waller County Constable's digital evidence collection and management needs.

Products & Services

Model Number	Item & Description	Quantity	Unit Price	Total
BWI-H/S-4005	EOS Fusion and In-Car Video System with Rocket Communications Bundle - 5YR EOS Fusion Camera and Mount, Media Controller, USB-C Breakaway Charging Cable, Rocket In-Car Video System Hardware Bundle, Battery Backup, OBD II, POLARIS SaaS, Warranty, and 24/7 Technical Support, Installation, Training, 5 Year.	16	\$6,510.00 for 31 months	\$104,160.00
		One-time subtotal		\$104,160.00
		Total		\$104,160.00

Purchase terms

Payment Schedule

Name	Due	Amount
Payment 1	Upon Invoice	\$104,160.00

Questions? Contact me



Clay Campbell
"Business Manager"
ccampbell@utility.com
+18329539849

Coreforce
250 E. Ponce de Leon Ave
Suite 700
Decatur, GA 30030
US

EXHIBIT 2



DIR-CPO-4799 Appendix D Customer Service Agreement

INTRODUCTION

This service agreement describes the levels of service that Waller County ("Client" or "Customer) will receive from Utility Associates, Inc. ("UA" or "Supplier").

Purpose

Pursuant to DIR Contract [DIR-CPO-4799] (the "DIR Contract"), the Client is purchasing certain IT equipment, software and services (the "IT system") that are provided, maintained and supported by the Supplier.

Subject to the DIR Contract, this service agreement sets out what levels of availability and support the Client is guaranteed to receive for specific parts of the IT system.

This Service Agreement forms an important part of the contract between the Client and the Supplier. It aims to enable the two parties to work together effectively.

In the event of a conflict between this agreement and the DIR Contract, the DIR Contract shall control.

SCOPE

Parties

This agreement is between:

The Client:	The Supplier:
Waller County	Utility Associates Inc.
100 Sheriff R Glenn Smith Dr Hempstead, TX 77445	250 E. Ponce De Leon Avenue Suite 700 Decatur, GA 30030
Sheriff Troy Guidry (979) 826-8282 t.guidry@wallercounty.us	Key Contact: Amanda A. Havice 800-597-4707 contracts@utility.com
Contractual Invoices Contact: contracts@wallercounty.us	

Dates and Reviews

This agreement begins on the Effective Date of the agreement, which is the date of signature by the Client of the accompanying document and will run for the term of the agreement plus any extensions of such agreement.

It may be reviewed at any point, by mutual agreement. It may also be reviewed if there are any changes to the Client's system.

Equipment, Software and Services Covered

This agreement covers only the equipment, software and services in the table below. This list may be updated at any time, with agreement from both the Client and Supplier.



Item Type	Number of Items	Item Priority
Eos Camera	Qty 65 Supplied by Utility	1
Bluetooth Controller	Qty 65 Supplied by Utility	2
Eos Ready Uniforms	\$200 Allotment Towards any Combination of New Eos Ready Uniforms, per Body Camera Purchased with a Multi-Year Service Agreement	3
Existing Uniform Retrofits	Qty. of 5, Standard Uniform Retrofits (see table 1.2.1 for definitions) to Eos Ready Status, per Body Camera Purchased with a Multi-Year Service Agreement	3
Polaris	Qty Unlimited Licenses Supplied by Utility	1
RocketIoT In-Car Video	Qty 45 Supplied by Utility	1
*Includes all services, installation, training, and configuration of the above listed equipment and cost proposal.		

Exclusions

This agreement is written in a spirit of partnership. The Supplier will always do everything possible to rectify every issue in a timely manner.

However, there are a few exclusions. This agreement does not apply to:

- Any equipment, software, services or other parts of the IT system not listed above
- Software, equipment or services not purchased via and managed by the Supplier

Additionally, this agreement does not apply when:

- The problem has been caused by using equipment, software or services in a way that is **not recommended (defined as intentional neglect, misuse, or destruction of the equipment)**
- The Client has made **unauthorized changes** to the configuration or set up of affected equipment, software or services. Unauthorized changes are defined as changes made by any party other than the Supplier to the software, hardware, or firmware that alter the system's ability to record, upload, or view data.
- The Client has prevented the Supplier from **performing required maintenance and update** tasks.
- The issue has been caused by **unsupported** equipment, software or other services.

Regardless of the circumstances, the Supplier aims to be helpful and accommodating at all times, and will do its absolute best to assist the Client wherever possible.

RESPONSIBILITIES

Supplier Responsibilities

The Supplier will provide and maintain the system used by the Client.

Additionally, the Supplier will:



- SaaS will be maintained at 99% uptime/availability or greater 24/7/365
- Ensure relevant software, services and equipment are available to the Client including an appropriate level of spares
- Respond to support requests within the timescales listed below
- Take steps to escalate and resolve issues in an appropriate, timely manner
- Maintain good communication with the Client at all times

Client Responsibilities

The Client will use the Supplier-provided system as intended.

The Client is responsible for maintaining power and internet connectivity at all video offload locations on the network. For offload via a Client approved third party or Supplier provided access point, the Client has the option of either (a) organizing an independent internet connection via its local provider with a minimum upload speed of 50 Mbps, or, (b) connecting the access point to its own network having a minimum internet upload speed of 50 Mbps. Upon execution of the agreement, as part of the deployment process, a network assessment will be conducted of the Client's upload speed for the transmission of data to the CJIS Compliant Cloud. In most cases, the Client should budget for an increase to their upload speed with their local carrier.

Additionally, the Client will:

- Notify the Supplier of issues or problems in a timely manner
- Provide the Supplier with access to equipment, software and services for the purposes of maintenance, updates and fault prevention
- Maintain good communication with the Supplier at all times

GUARANTEED RESPONSE TIMES

When a Client raises a support issue with the Supplier, the Supplier promises to respond in a timely fashion.

Response Times

UA provides a 99% uptime/availability commitment. All systems have health monitoring that assures that issues are typically addressed 24/7/365 by UA personnel before they become an impact to the performance of the service. For support provided to the customer directly, UA has a tiered response to support that will escalate the level of support depending on the situation. Tier 1 would be on-site support by the department staff after they have been trained by UA, which will alleviate most day-to-day issues that may pop up. Problems beyond Tier 1 scope will be escalated to Tier 2, which is phone-based support, and from there to Tier 3, which is on-site technical support from a UA field engineer. The cost of the response time is included in this Agreement.

While most support calls are handled immediately, Tier 2 issues have guaranteed response times as shown below:

Item Priority	Fatal	Severe	Medium	Minor
1	1 Hour	1 Hour	2 Hours	3 Hours
2	2 Hours	2 Hours	4 Hours	6 Hours
3	4 Hours	4 Hours	8 Hours	16 Hours

Severity Levels

The severity levels shown in the tables above are defined as follows:



- **Fatal:** Complete degradation – **all users and critical functions affected.** Item or service completely unavailable.
- **Severe:** Significant degradation – **large number of users or critical functions affected.**
- **Medium:** Limited degradation – **limited number of users or functions affected.** Business processes can continue.
- **Minor:** Small degradation – **few users or one user affected.** Business processes can continue.

RESOLUTION TIMES

The Supplier will always endeavor to resolve problems as swiftly as possible. It recognizes that the Client's systems are key to daily functions and must be functional in the field.

However, UA is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary.

In all cases, the Supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the Client.

SCOPE OF SERVICES

1.1.1 Access to Software. UA is the developer and owner of, or has rights to, certain enterprise mobile device tracking and messaging software known as "Polaris™", "Vehicle Diagnostics", and "RFID Tracking" and related content to be provided to Customer; such software, its related content and any related documentation provided by UA, and the means used to provide the software to Customer and the services described herein are collectively referred to as the "Service". Subject to Customer's payment of the applicable fees and Customer's compliance with the terms of this Agreement, Customer, its affiliates and its and their employees ("Licensed Users") shall have the right to access and use the Service solely for Customer's and its affiliates' internal business purposes in accordance with the DIR Contract. UA will issue to one Licensed User ("Customer Administrator") an individual logon identifier and password ("Administrator Logon") for purposes of administering the Service. Using the Administrator's Logon, the Customer Administrator shall assign each Licensed User a unique logon identifier and password ("User Login") and provide such information to the Licensed Users and UA via the Service. Customer shall not provide a User Login to any individual or entity that is not a Licensed User to use the Service. Customer shall be responsible to ensure, by agreement or otherwise, that each Licensed User will: (a) be responsible for the security and/or use of his or her User Login; (b) not disclose such logon identifier or password to any person or entity; (c) not permit any other person or entity to use his or her User Login; (d) use the Service only in accordance with the terms and conditions of this Agreement and on the workstation software from which the Service is accessed. UA shall have the right to deactivate, change and/or delete User Logins of Licensed Users who have violated this Agreement and to deny or revoke access to the Service, in whole or in part, if UA reasonably believes Customer and/or its Licensed Users are in material breach of this Agreement. Customer shall be solely responsible for ensuring that the access to the Service by a Licensed User who ceases to be an employee of Customer or one of its affiliates is terminated. UA shall have no responsibility for managing, monitoring, and/or overseeing Customer's and its Licensed Users' use of the Service. Customer acknowledges that the Service may contain devices to monitor Customer's compliance with the terms and restrictions contained herein and Customer's obligations hereunder.

1.1.2 Operating Environment. Customer is solely responsible for acquiring, installing, operating and maintaining the hardware and software environment necessary to access and use the Service remotely via the Internet.

1.1.3 Changes to Service. UA may upgrade, modify, change or enhance ("Change") the Service and convert Customer to a new version thereof at any time in its sole discretion so long as such Change does not materially diminish the scope of the Service, in which event Customer shall have the right to terminate this Agreement in accordance with the DIR Contract. During the term of this agreement, if UA upgrades the version of the Service Customer is using under this Agreement, Customer will not be charged an upgrade fee. Should UA offer additional optional software modules in the future that complement the Software,



Customer may elect to purchase the optional software modules for an additional fee; however, Customer has no obligation to do so.

1.1.4 Help Desk. UA shall provide 24/7 Customer support in the form of a Help Desk. Customers reporting issues through email will receive confirmation of the issue within a reasonable time and will receive a callback the same business day if practical. The Help Desk is always subject to availability of our technical staff and clause 1.1.5 below.

1.1.5 Uptime Commitment.

a. Availability. The Service will be made available to Customer and its Licensed Users twenty-four hours a day, seven days a week less the period during which the Service are not available due to one or more of the following events (collectively, the "Excusable Downtime"):

- (i) Scheduled network, hardware or service maintenance;
- (ii) The acts or omissions of Customer or Customer's employees, agents, contractors, vendors, or anyone gaining access to the Service by means of a User Login;
- (iii) A failure of the Internet and/or the public switched telephone network;
- (iv) The occurrence of any event that is beyond UA's reasonable control, or
- (v) At Customer's direction, UA restricting Customer's and its Licensed Users access to the Service.

b. Commitment. Customer is responsible for promptly notifying UA in the event of a suspected Service failure. For the purposes of establishing uptime herein, downtime begins upon such notification and ends upon restoration of Service. Subject to Customer satisfying its obligations herein, UA guarantees that the Service will be available to Customer and its Licensed Users at least 99% of the time during each calendar month, excluding Excusable Downtime ("Uptime Commitment"). If UA fails to satisfy the Uptime Commitment during a month, then UA will credit to Customer a pro- rated portion of the Fees in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section, "pro-rated portion of the Fees" means the product obtained by multiplying the applicable Fees during the month of the failure by a fraction, the numerator of which will be the number of hours that the Service did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred less Excusable Downtime.

1.1.6 Uniforms. UA's Eos Solution is the only body camera system available to law enforcement that features direct integration of camera hardware into the officer's/deputy's uniform. As part of the multi-year service agreement, UA will furnish the following allotments and services during initial project launch.

a. Retrofits of existing uniforms. A quantity of five (5) standard uniform garments, per Eos camera purchased, will be modified to Eos ready status, for the purposes of product integration with our camera hardware solution. UA will provide The Client with both uniform retrofit vouchers and packing slip templates. Note, both uniform vouchers and accurately completed packing slips are required for all retrofit requests being sent to UA for processing. Failure to provide accurate uniform information may result in delays of processing The Client's request.

b. Retrofits of Standard garment types. Acceptable garment installation types offered at no-additional charge, as part of the initial project launch with a multiyear service agreement, include the following:

- (i) Duty shirts (long or short sleeve)
- (ii) Soft outer carrier vest
- (iii) Standard soft-shell jacket

c. Retrofits of Non-standard garment types. Excluded from the initial project launch retrofitting service, that may still be modified to Eos ready status at an additional charge, include the following: (please see table 1.2.1, for pricing details)

- (i) Polo shirts
- (ii) Commando style sweaters



- (iii) Tactical vest or outer plate carriers
- (iv) Leather jackets

d. Certification of local uniform resellers. Following the recommendation of the Client, a local uniform reseller may be eligible to participate in UA's uniform certification program. This program is designed to maximize the speed in which new recruits and/or existing Officers/Deputies receive BodyWorn standard uniform garment retrofits, post project deployment. Additionally, this program is designed to foster the support of local small business in your respective area.

- (i) Resellers may participate in the certification program, for the purposes of retrofitting standard duty shirts and soft outer carrier vests only. All other non-standard garment retrofits should be forwarded to UA, at the expense of The Client.
- (ii) As part of the certification offered, UA will supply one (1) grommet installation machine and training of up to 5 reseller personnel, per session. Sessions run for a dedicated 16-hour period, over the course of two days. The reseller will be responsible for furnishing uniforms for the purposes of training and certification.
- (iii) Certification fees. Certification of each local uniform reseller will be charged to The Client, at \$2,500 per session.

e. As part of the offering with a multiyear service agreement, UA will provide a \$200 allotment towards any combination of new Eos ready, standard uniforms, per body camera purchased.

1.2.1 Uniform Retrofit Pricing Schedule.

- a. **Eos - standard** garment retrofit service table (price includes shipping)

Example Model	Description	Price (ea).
Blauer 8670, 8675, 8446	Duty Shirt, Eos Ready	\$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Mount, Eos Ready	\$13
Blauer 343, 343R	Traffic Safety Vest, Eos Ready	\$13
Blauer 8780, 8370, 8375, 8470	Carrier Vest Zipper Mount, Eos Ready	\$23
Spiewak	Carrier Vest Mount, Eos Ready	\$33
Elbeco SH3500	Soft Shell Jacket	\$23
All Standard Uniform Types	Grommet Swap Out	\$10

b. **Eos - non-standard** garment retrofit service table (price includes shipping). Due to the complicated nature of retrofitting non-standard garments, all prices provided below are considered estimates. Final pricing will be assessed at the time of services rendered, by UA's Uniform Coordinator. For additional questions, comments or concerns please e-mail uniforms@utility.com

Description	Price (ea).
Carrier Vest – Horizontal Mounting (Ex. Blauer 8340, 8375)	\$33
Tactical Vest – Velcro Closure	\$43
Tactical Vest – Center Zipper Closure	\$23
Tactical Vest – Horizontal Zipper with Mounting (Ex. Blackhawk Tactical Carrier)	\$43
Polo Shirt	\$43
Polo Carrier – Horizontal Zipper	\$43
Leather Jacket / Coat.	Quote Only
Patches	
Single	\$5
Pair	\$6



Name Tape – Includes Embroidery and Velcro	\$10
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USE OF THE SERVICE

2.1 Scope of Use. Subject to the terms and conditions of this Agreement, including, without limitation, Section 2.2 and 2.3 hereof and Customer's payment of all applicable Fees, UA hereby grants to Customer a limited, a non-exclusive, non- assignable, non-transferable license (the "License"), without the right to sublicense, to access and use the Service, during the Term, over the Internet for Customer's and its affiliates' internal business purposes, on a computer or a computer network operated by Customer, only by Licensed Users and only using the User Logins provided to UA for such Licensed Users for such use.

2.2 Restrictions. Except as provided by the DIR Contract, Customer and its Licensed Users shall not:

(a) copy the Service or any portion thereof other than as required to use the Service remotely as intended by this Agreement; (b) translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Service; (c) modify, adapt, translate or create a derivative work from the Service; (d) use the Service to track more than the number of tracked asset units for which Fees have been paid pursuant Article 3 below; (e) sell, lease, loan, license, assign, sublicense, rent, transfer, publish, disclose, divulge, display, make available to third parties on a time-sharing or service bureau basis or otherwise make available for the benefit of third parties all or any part of the Service, including, without limitation, by transmitting or providing the Service, or any portion thereof, over the Internet, or otherwise, to any third party; (f) interfere or attempt to interfere with the operation of the Service in any way; (g) remove, obscure or alter any label, logo, mark, copyright notice, trademark or other proprietary rights notices affixed to or contained within the Service; (h) create any frames or other references at any other web sites pertaining to or using any of the information provided through the Service or links to the Service; or (i) engage in any action that constitutes a material breach of the terms and conditions of this Agreement. All rights not expressly granted hereunder are reserved to UA.

FEES AND PAYMENT TERMS

3.1 Fees. As a condition to the License granted pursuant to Section 2.1 above, Customer shall pay Software as a Service annual usage fees ("Fees"). If Customer fails to pay any undisputed Fees within thirty (30) calendar days of the date they are due, the Service shall be suspended until all outstanding Fees have been paid. All Fees shall be non-refundable except as otherwise set forth herein.

3.2 Time-and-Materials Service. If Customer requests and UA agrees to provide services that are outside the scope of the Service, such services shall be provided at UA's then-current hourly service rates or as established within a separate agreement addressing these specific requests.

REPRESENTATIONS AND WARRANTIES

4.1 Expressed Warranty. Products manufactured by UA are warranted to be free from defects in material and workmanship under normal use and service. This warranty is applicable to any of UA's products that Customer returns to UA during the period of the initial term of the agreement. All equipment issued, including Eos™ devices and peripherals, and Rocket™ in-vehicle systems and peripherals, are warranted for the duration of the initial agreement and will be repaired or replaced at UA's cost with an appropriate Request to Merchant (RMA) authorization. UA's obligations, with respect to such applicable warranty returns, are limited to repair, replacement, or refund of the purchase price actually paid for the product, at UA's sole option. UA shall bear round-trip shipment costs of defective Items found to be covered by this warranty. Defective Products or parts thereof may be replaced with either new, factory refurbished, or remanufactured parts. Defective parts, which have been replaced, shall become the UA's property. This warranty does not extend to any product sold by UA which has been subjected to malicious intent, neglect, accident, improper installation by a non-authorized 3rd party, or a use for purposes not included or not in accordance with operational maintenance procedures and instructions furnished by UA, or which has been repaired or altered by UA or persons other than UA or which has been damaged by secondary causes, including but not limited to, improper voltages, adverse environment conditions, improper handling, or products which have had their serial number or any part



thereof altered, defaced, or removed. UA liability does not cover normal wear and tear or deterioration. Uniforms or modified uniforms provided with the service have a 1-year warranty and are limited to defects in material workmanship that render prevent the user from capturing video and/or using the Service. The Expressed Warranty does not include changes to the color or appearance of the uniform that result from normal wear and tear.

4.2 UA and Customer Responsibilities. Each party (the "Representing Party") represents and warrants to the other that: (a) it has the authority to enter this Agreement and to perform its obligations under this Agreement; (b) the execution and performance of this Agreement does not and will not violate any agreement to which the Representing Party is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of the Representing Party, enforceable in accordance with its terms. In addition to the foregoing: UA warrants that the software provided as part of the Service will materially conform to the applicable then-current documentation relating to the Service when used in an operating environment that complies with the then-current documentation relating to the Service. If UA alters the documentation in a way that materially diminishes the scope of the Services, Customer shall have the right to terminate this Agreement in accordance with the DIR Contract. In the event that the software which is part of the Service fails to perform in accordance with this warranty, Customer shall promptly inform UA of such fact, and, as Customer's sole and exclusive remedy, UA shall either: (i) repair or replace the Service to correct any defects in the software without any additional charge to Customer, or (ii) provide Customer with a pro rata refund (for the unexpired portion of the applicable Term) of the Fees paid to UA hereunder. Customer represents and warrants to UA that Customer and its Licensed Users (i) will use the Service only for lawful purposes; (ii) will not interfere with or disrupt the operation of the Service or the servers or networks involved with the operation of the Service; (iii) attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through any other means; or (iv) interfere with another user's use and enjoyment of the Service.

4.3 Export Restrictions. Customer represents and warrants that it and all Licensed Users will comply with all applicable laws, rules and regulations in the jurisdiction from which they access the Service, including those laws, rules and regulations which apply to the access, import, use and export of controlled technology or other goods. Customer also agrees that it and all Licensed Users will comply with the applicable laws, rules and regulations of the jurisdictions from which UA operates the Service (currently, the United States of America). In particular, Customer represents, warrants and covenants that it shall not, without obtaining prior written authorization from UA and, if required, of the Bureau of Export Administration of the United States Department of Commerce or other relevant agency of the United States Government, access, use, export or re-export, directly or indirectly, the Service, or any portion thereof or any Confidential Information of UA (including without limitation information regarding the use, access, deployment, or functionality of the Service) from the United States to (a) any country destination to which access, use, export or re-export is restricted by the Export Administration Regulations of the United States Department of Commerce; (b) any country subject to sanctions administered by the Office of Foreign Assets Control, United States Department of the Treasury; or (c) such other countries to which access, use, export or re-export is restricted by any other United States government agency. Customer further agrees that it is solely responsible for compliance with any import laws and regulations of the country of destination of permitted access, use, export or re-export, and any other import requirement related to a permitted access, use, export or re-export.

4.4 Warranty Disclaimer. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS PROVIDED HEREIN, THE SERVICE IS PROVIDED HEREUNDER WITH NO WARRANTY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT ITS USE OF THE SERVICE IS AT ITS OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN, (a) THE SERVICE IS PROVIDED SOLELY ON AN "AS-IS" BASIS, AND (b) UA MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE. UA EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT AND ALL DUTIES AND OBLIGATIONS IMPLIED IN LAW. UA DOES NOT WARRANT THAT THE SERVICE SHALL BE OPERABLE, SHALL PROPERLY STORE DATA, SHALL OPERATE UNINTERRUPTED OR ERROR FREE, SHALL BE SECURE, SHALL KEEP DATA



CONFIDENTIAL, SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SHALL MEET CUSTOMER'S NEEDS.

TERM AND TERMINATION

5.1 Term; Termination. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue for an initial term of five (5) years thereafter, unless terminated earlier or renewed as set forth in the DIR Contract, and shall automatically renew for additional five (5) year terms (the "Renewal Term") unless terminated earlier as provided in the DIR Contract.

MISCELLANEOUS

6.1 Assignment. Customer will not assign, sublicense or otherwise transfer this Agreement, in whole or in part, nor delegate or subcontract any of its rights or obligations hereunder, without UA's prior written consent, except in the event of an assignment to an affiliate.

6.2 Modifications. All amendments or modifications of this Agreement shall be in writing signed by an authorized representative of each party hereto. The parties expressly disclaim the right to claim the enforceability or effectiveness of: (a) any amendments to this Agreement that are not executed by an authorized representative of UA and Customer; (b) any oral modifications to this Agreement; and (c) any other amendments based on course of dealing, waiver, reliance, estoppel or similar legal theory.

6.3 Waiver. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement will not be deemed to be a waiver or modification by such party of any of its rights under this Agreement.

6.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

6.5 Headings. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.



IN WITNESS WHEREOF, UA and Customer have executed this Agreement as of the date set forth below. All signed copies of this Agreement shall be deemed originals.

Signed on behalf of The Client:

Signed:

A handwritten signature in black ink, appearing to read "Carbett 'Trey' J. Duhon III".

Name:

Carbett "Trey" J. Duhon III

Title:

County Judge

Date:

May 31, 2023

Signed on behalf of The Supplier:

Signed:

A handwritten signature in black ink, appearing to read "Amanda A. Havice".

Name:

Amanda A. Havice

Title:

CFO

Date:

5/31/2023



May 31, 2023

Sheriff Troy Guidry
Waller County Sheriff's Office
100 Sheriff R Glenn Smith Dr.
Hempstead, TX 77445

Sheriff Troy Guidry,

Utility Associates, Inc. (UA, herein) is honored that your Agency has selected our Company to provide its Deputies with the Rocket™ solution. We take great pride in our Law Enforcement Partnerships and look forward to adding your Agency to the growing family of Departments and Agencies who have deployed Rocket – the industry's smartest technology for first responders.

Please allow this letter to serve notice that UA agrees to the following provisions as part of the service agreement that the Waller County Sheriff's Office intends to enter into with our Company:

1. Services Pricing Proposal:

- a. Vehicle video & communications systems to support a total of 65 Deputies and 45 police vehicles
- b. Period of agreement = Five (5) years from date of authorized signature
- c. Total system price: covering the scope and quantities specified in this offer for service - Includes all hardware, software licenses, Eos generated data storage/retrieval, warranty and support for a period of Five (5) Years for: \$726,882.
- d. Attachment A - (Quote # 20230412-175258029) outlines the details of the services pricing proposal, with associated quantities.

2. Bill of Materials Included with the Offer: As part of the annual subscription price for Five (5) years, each system will include the following:

Rocket Vehicle Video/Communications/Camera triggers - Includes Polaris™ SaaS, Training and Configuration, Warranty and Technical Support with Unlimited Eos Generated Video Storage and Download.

Every Officer/Deputy (Qty. 65) will be equipped with the following:

- a. One (1) Eos™ Camera and Mount
- b. One (1) Holster Activation Sensor
- c. One (1) Bluetooth Eos Wrist/Belt Trigger
- d. CAD Integration / Activation
- e. \$200 Uniform Allotment, Towards Any Combination of New Eos Ready Uniforms, per Eos Camera Purchased - (Allotment May Not be Applied to Any Other Products or Services and is surrendered if not used within 90 Days from Date of Purchase)
- f. Five (5) Retrofits of Existing, Standard Uniform Garments, to Eos Ready Status, per Eos Camera Purchased – See Section 1.1.6 of the Customer Service Agreement, for Definition of Standard Uniform
- g. Polaris Video Management Software and Mapping Interface License
- h. Unlimited Eos Generated Download & Storage – Based on Department's Retention Policy

- i. Smart Redaction Software License
- j. Installation and Training – Onsite and Online Training Included
- k. Full Warranty
- l. 24/7 Technical Support for the Life of the Contract

Every Vehicle (Qty. 45) will be equipped with the following:

- a. Rocket™ Vehicle Control Unit, DVR, and Communications Hub
- b. Rocket Vehicle Triggers
- c. Front and Rear HD Cameras
- d. Setup of Rocket Control Interface through Vehicle MDC
- e. Installation, Validation, and Configuration
- f. Full Warranty
- g. 24/7 Technical Support for the Life of the Contract
- h. Note that 8 of these vehicles will be equipped with Utility ALPR

3. Customer Service Agreement (CSA):

- a. The Customer Service Agreement asserts 99% uptime with 24/7 technical support. This includes after hours call back on any issues requiring immediate attention. On/Off hour call backs will be provided on all issues directed to the 24/7 support team; this includes issues related to the upload and access to video, and any troubleshooting needed while an Officer(s) is/are on duty.

4. CAD Services: UA will make reasonable concessions to perform successful integration of Eos services with your current CAD vendor. UA has successfully integrated Eos and CAD services with many vendors in the marketplace and we are confident in our abilities to integrate with your Department's provider

- a. Integrations are sometimes dependent on our ability to establish a working relationship with your current CAD vendor. This is particularly true with new CAD vendors that UA does not have an established working relationship with at the time of contract execution.
- b. Prices quoted for integration cover a standard scope of work for said services. Exceptions will be assessed on a per case basis with additional charges applying
- c. While UA utilizes varying methods to pull metadata information from your current CAD vendor, the discretion as to the most effective approach will be determined by the information obtained from the CAD vendor, with UA, CAD vendor engineers, and your IT staff making the final assessment as to the integration method of preference
- d. While rare, certain CAD vendors may resist sharing of information for the purposes of integrating and activating Eos cameras based on calls for service. Any additional fees assessed by the CAD vendor, will be forwarded to the Customer for prompt payment. These fees are ultimately between the Customer and CAD vendor to reconcile.
- e. UA will allow ninety (90) calendar days for data to be provided to us, before closing our services window for integration with your CAD vendor.

5. Terms and Options for Payment of Services: In consideration of the potential partnership between UA and the Waller County Sheriff's Office we would like to extend the following special payment terms for a five-year service term.

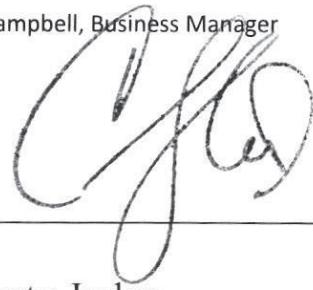
Payment Option:

Payment 1: Paid Upon Signature of Offer Letter	\$ 293,999.00
Payment 2: Paid Upon Year 1 Anniversary Signed Offer Letter	\$ 108,221.00
Payment 3: Paid Upon Year 2 Anniversary Signed Offer Letter	\$ 108,221.00
Payment 4: Paid Upon Year 3 Anniversary Signed Offer Letter	\$ 108,221.00
Payment 5: Paid Upon Year 4 Anniversary Signed Offer Letter	\$ 108,221.00
	Total: \$ 726,882.00

We are privileged to work with your Agency on this project. Should you have any questions, at any time, please feel free to call or email me at: ccampbell@utility.com

Respectfully,

Clay Campbell, Business Manager



Offer Acceptance by Authorized Official:

Title:

County Judge

Date:

May 31, 2023

cc. Michael Nark, CEO
Amanda Havice, CFO



Waller County TX Sheriff - Service Agreement Proposal (DIR)

Waller County TX Sheriff

100 Sheriff R Glenn Smith Dr.
Hempstead, TX 77445
United States

Reference: 20230412-175258029

Quote created: April 12, 2023

Quote expires: May 31, 2023

Quote created by: Clay Campbell

Business Manager

ccampbell@utility.com

+18329539849

Troy Guidry

t.guidry@wallercounty.us

Comments from Clay Campbell

Utility is honored that the Waller County Sheriff's Office has selected the Utility solution for its deputies. We look forward to partnering with you to serve the Waller County community. Please accept this services agreement proposal for review and consideration.

Products & Services

Item & Description	Quantity	Unit Price	Total
Eos Bundle Eos Camera and Mount, Holster Sensor, Media Controller, CAD Activation, Polaris Web SaaS, Warranty, and 24/7 Technical Support, Installation, Training.	20	\$7,220.00 for 5 years	\$144,400.00
Eos w/ Rocket Communications and In-Car Video Bundle Eos Camera and Mount, Holster Sensor, CAD Activation, Media Controller, Rocket IoT In-Car Video System Hardware Bundle, Battery Backup, OBD 2, Polaris Web SaaS, Warranty, and 24/7 Technical Support.	37	\$15,730.00 for 5 years	\$582,010.00

Item & Description	Quantity	Unit Price	Total
Eos w/ Rocket Communications, In-Car Video & ALPR Bundle	8	\$26,790.00	\$214,320.00 for 5 years
Eos Camera and Mount, Holster Sensor, CAD Activation, Media Controller, Rocket IoT In-Car Video System Hardware Bundle, ALPR Hardware Bundle, Battery Backup, OBD 2, Polaris Web SaaS, Warranty, and 24/7 Technical Support.			
CAD Integration	1	\$15,000.00	\$15,000.00 for 5 years
Integration, via replication services, with CAD system for automatic classification of Eos generated video.			

Subtotals

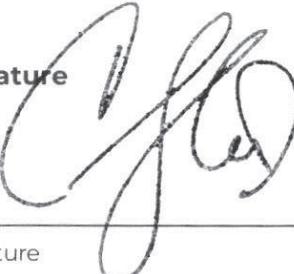
One-time subtotal \$955,730.00

Other Fees

TX DIR pricing adjustment (\$228,848.00)

Total \$726,882.00

Purchase terms

Signature


Signature

May 31, 2023

Date

Carbett "Trey" J. Duhon III

Printed name

Questions? Contact me



Clay Campbell
Business Manager
ccampbell@utility.com
+18329539849

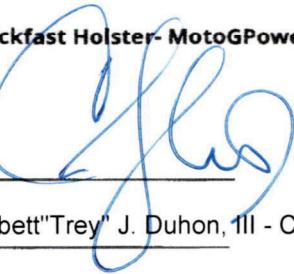
Utility Associates, Inc.
250 E. Ponce de Leon Ave
Suite 700
Decatur, GA 30030
US



Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Quote

Customer	Waller County TX Sheriff
Date	2/19/2025
Sales Quote#	135124
Expires	4/20/2025
Sales Rep	Brian Churchill
PO#	
Terms	Net 30
Bill To	
invoices@wallercounty.us Waller County TX Sheriff 100 Sheriff R Glenn Smith Dr Hempstead TX 77445 United States	Jeff Schillinger Waller County TX Sheriff 100 Sheriff R Glenn Smith Dr Hempstead TX 77445 United States

Item	Description	Quantity	Price Each	Amount
EOS-H	EOS Intelligent Body Camera Haas	6	\$885.00	\$5,310.00
EOS-S-4	EOS Intelligent Body Camera SaaS - 4 Years. Coterminous with current contract. 4-1-25 through 5-31-28. 38 Mo	6	\$3,518.00	\$21,108.00
BODY-H-3030040	Klickfast Anti-Tilt Clip On EOS (formerly BodyWorn) Dock	6	\$10.00	\$60.00
BODY-H-306- MotoGPower(2022)	External Klickfast Holster- MotoGPower(2022) w/ 140° Lens	6	\$50.00	\$300.00
Shipping (ARM)	Shipping	1	\$25.00	\$25.00
Signature Line	Signature: 			

Name: Carbett "Trey" J. Duhon, III - County Judge

Date: April 16, 2025

PO: _____

Subtotal	\$26,803.00
Discount	(\$4,020.45)
Subtotal	\$22,782.55
Sales Tax (%)	\$0.00
Total	\$22,782.55

This transaction is subject to the terms and conditions laid forth in the Client's executed Agreement with Utility Associates, Inc.

Please forward all inquiries to clientsuccess@utility.com