



Unique Digital Technology, LLC

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Statement of Work

for

Navarro County

Customer Care Support

June 3, 2022

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Offer is valid for thirty (30) days from the date shown above.

Confidentiality Notice: This Statement of Work ("SOW") may contain non-public, confidential information and shall neither be disclosed outside of Navarro County nor be duplicated, used or disclosed in whole or in part by Navarro County except to evaluate the services described herein. This restriction does not limit the right to use the information contained in this SOW if it is obtained from another source without confidentiality restrictions.

1. SOW Revision History

| Date | By | Description of Revision |
|-----------|--------------|-----------------------------------|
| 5/5/2022 | Shawna Uдеми | Initial Creation |
| 5/31/2022 | Shawna Uдеми | Add Client legal statement |
| 6/3/2022 | Shawna Uдеми | Update client contact information |

2. Summary

Navarro County ("Client") has engaged Unique Digital Technology, LLC ("UDI") to provide break/fix and consulting services (the "Services") in support of Client's information technology needs. The Services will be provided, as needed, on a Time and Materials basis.

Navarro County, as a political subdivision of the State of Texas, is subject to the Texas Public Information Act. Navarro County will notify UDI upon the receipt of a written request for information in this SOW. UDI will have the option to seek a Texas Attorney General ruling regarding the public disclosure of this SOW. Navarro County's only obligation is to notify UDI of the receipt of the written request within a reasonable time.

The Services provided under this SOW shall be governed by the terms of the Master Services Agreement which can be found at https://www.uniquedigital.com/wp-content/uploads/Unique-Digital_Master-Services-Agreement_Online-Version.pdf (the "Agreement"). By signing this SOW, Client agrees to be bound by the aforementioned online terms and conditions. Any third-party products, software, or subscription services applicable to the Services under this SOW are subject to the terms and conditions of the third-party manufacturer or licensor.

3. Scope of Work

- a) UDI will provide the Services, at the Client's direction, following the engagement process described below:
 - i. The Client will make a verbal or email request to the UDI Services Manager that defines the requirements of the request in detail, the expected period to start and complete and any other technical information necessary to perform the tasks requested.
 - ii. To validate the scope of the request, UDI will provide a written detailed recap once the request from the Client has been fully articulated to the UDI Services Manager.
 - iii. Once the scope of the request has been approved by the Client, UDI will notify a skilled resource to execute the request. The resource will contact the Client via phone to arrange for a quick review of the request to ensure understanding of necessary work and establish the dates for execution either onsite or remotely.
 - iv. Once the Service is underway, the Client will manage all aspects of the required work.
 - v. Upon completion of the effort, UDI will provide the Client with a copy of the final status report showing the hours expended and the work completed for Client's acceptance.

4. Deliverables

- a) Documentation (e.g., configuration changes, topology diagrams, recommendations, etc.) pertaining to the Services may be available upon request. Client shall be invoiced for the time expended by UDI to construct such documentation.

Unless otherwise stated, any documentation deliverables shall be provided in electronic format.

5. Exclusions

The Services do not constitute, and are not intended to supply, managed services, staff augmentation, or complex implementations (e.g., multi-day/complex infrastructure deployments), nor are the Services a suitable replacement for maintenance contracts. UDI reserves the right to present the Client with a separate SOW or decline any request for Services if, in UDI's reasonable determination, the requested Services:

- a) Involve a high amount of complexity, risk, or regulatory compliance, such as exposure to sensitive personally identifiable information, requests associated with a federal contract, cybersecurity services, or hazardous conditions at Client's premises.
- b) Require skills or expertise not currently possessed by UDI's own employees or its affiliate's employees.
- c) Are not relevant to Client's information technology environments.
- d) Would require a protracted effort (approximately 24 hours or more) to fulfill.
- e) Require UDI's engineer(s) to be on call.

6. Client Responsibilities

Client shall be responsible for:

- a) Identifying a primary point of contact with overall responsibility for the Services who will assist with managing Client's obligations under this SOW and to whom project communications can be addressed.
- b) Supplying timely access to Client's subject matter experts and business stakeholders as may be required for UDI to obtain sufficient information pertaining to the Services. Failure of Client to provide timely responses to requests for information may result in delays to the Services.
- c) Providing a safe and suitable workspace, security clearance, building access, parking accommodation, and office supplies (such as furniture, telephone, internet connectivity) for any Services performed at Client's premises. If necessary, Client shall provide a tour of Client's facility and inform the UDI engineer(s) of facility safety requirements.
- d) Providing sufficient access to Client's environment as necessary, including VPN access where appropriate for any Services provided remotely.
- e) Providing user ID's and passwords to be used by UDI engineer(s), if required.
- f) Validating that a full backup of the affected system(s) is completed prior to commencement of the Services. UDI cannot be held responsible for loss of data on Client's systems due to Client's failure to maintain sufficient backups.
- g) Supplying power, network availability, and environmental requirements (e.g., rack space) prior to commencement of the Services.
- h) Insuring any/all Client-owned equipment and verifying any effects to their insurance coverage/policy which may result from the Services contemplated herein.
- i) Maintaining active maintenance contracts for deployed hardware, software, and subscription services.
- j) Compliance with all applicable laws, rules and regulations pertaining to Client with respect to the Services, including any import/export laws and tax requirements.
- k) Fulfilling its obligations in this section at no charge to UDI.

7. Assumptions

- a) The Services provided in this SOW are limited to best effort break/fix and consulting services, including minor repairs, upgrades, and installations. UDI reserves the right to evaluate and apportion requests for Services at its discretion and may present Client with a separate SOW to address requests for Services outside the capacity of this contract.
- b) Scheduling for support tasks is subject to UDI resource availability and shall be mutually arranged between UDI and Client in advance.

- c) UDI is not responsible for providing any project management under this SOW. The UDI engineer(s) shall work at Client's direction for the requested Services.
- d) Services may be performed remotely, where applicable and appropriate. Any onsite work shall be limited to that which can be performed within the United States of America.
- e) Services under this SOW shall commence on a mutually agreeable date after this SOW is fully executed.
- f) Where feasible, Services shall be provided during standard business hours, defined as Monday through Friday, 8:00am-5:00pm in Client's time zone, excluding nationally observed holidays.
- g) Any knowledge transfer provided under this SOW does not constitute formal product training and shall not result in certifications of any kind.
- h) The pricing listed in this SOW is for the Services only and is not inclusive of any hardware, software, or subscription services costs. Client shall be responsible for payment, fees, and applicable tax pertaining to any hardware, software, and subscription services necessary for this engagement, excluding the industry-standard equipment UDI provides to its own engineers.
- i) UDI engineers are not licensed electrical contractors and, as such, all advisory information should be evaluated by appropriately licensed professionals. Any electrical advice provided is for informational/consultative purposes and is in no way intended to replace the recommendations of a licensed electrical contractor or facilities engineer.
- j) UDI reserves the right to use any of its affiliates and subcontractors in any role within this SOW as it may deem appropriate and Client hereby consents to such use. However, UDI shall remain fully responsible for the acts and omissions of any affiliates and subcontractors it retains hereunder.
- k) If task assignment requires UDI to work directly with a third party, effort spent facilitating communication with that party is considered billable work. UDI cannot be responsible for the acts, omissions, or timeliness of responses from third parties, nor can UDI be liable for any defects, incompatibility or performance issues resulting from any technology solutions designed by, or purchased from, a third party.
- l) Any effort associated with implementing changes to UDI's systems to support specific Client requests is considered to be billable work and any expense associated with such a request will be handled as an additional project expense.

8. Protected Information Disclosure

UDI does not expect to create, receive, maintain, store, or transmit any regulated or personally identifiable information (PII) during the course of the Services. Client agrees not to place or allow any regulated data or content within the Services that require or impose any legal or regulatory compliance by UDI.

9. Security Systems Disclosure

Client shall be responsible for the ongoing governance and security of their environment without limitation and shall be responsible for applying appropriate security controls required to protect and maintain their infrastructure. Client acknowledges that they are accountable for compliance with any regulations or industry standards that may be applicable to Client and may not transfer associated risk to UDI.

10. Pricing and Payment Terms

Time & Materials: Client is invoiced for Services time in accordance with the rate(s) and increment(s) reflected below. Pricing is exclusive of, and Client shall be responsible for, applicable tax. All pricing is quoted in USD. Client shall be invoiced by UDI on a semimonthly basis. Net payment term is thirty (30) days.

| Description | Hourly Rate |
|---|-------------|
| Customer Care Support (Standard Business Hours) | \$225 |
| Customer Care Support (Afterhours/Weekends) | \$375 |

- a) Services time for remote work shall be invoiced in a minimum of 1-hour increments per day; remote Services time exceeding 1 hours shall be invoiced in .25-hour increments.
- b) Services time for onsite work shall be invoiced in a minimum of 4-hour increments per day; onsite Services time exceeding 4 hours shall be invoiced in .25-hour increments.
- c) Standard business hours are defined as Monday through Friday, 8:00am-5:00pm in Client's time zone, excluding nationally observed holidays.

Expenses: In the event onsite work is requested/required, Client will be invoiced separately for actual accumulated mileage of the assigned UDI resource(s) for personal vehicle use at the current IRS rate, as well as any actual out-of-pocket expenses (e.g., lodging, meals, airfare) incurred during travel for this engagement. Expenses will be itemized on the invoice. Any expense estimate provided in this SOW is an approximation for budgetary purposes only; actual expenses may vary. Any onsite work is limited to that which can be performed within the United States of America.

If non-local travel is required, Client will be billed at \$150/hr. for actual travel time, less 1 hour in each direction. To keep this cost to a minimum, all parties agree, on a "best-effort" basis, to schedule work during consecutive days and in full-day increments.

Expenses for reasonable and appropriate project-related materials shall be invoiced to Client as incurred. These items may include but are not limited to, tools, office supplies, and miscellaneous equipment which may be required for the performance of the Services.

In the event Services must be rescheduled at no fault of UDI, Client shall be invoiced for any fees (e.g. airfare cancellation fees, hotel reservation cancellation fees) UDI incurs as a result of rescheduling the Services, in addition to the travel expenses incurred for the rescheduled onsite visit. Should Services need to be postponed at no fault of UDI after UDI engineer(s) arrive onsite as scheduled, Client shall be invoiced for actual onsite standby hours of the UDI engineer(s) at \$250/hr. Delays extending longer than eight (8) business hours may require Services to be rescheduled.

11. Project Change Procedure

The following steps provide a detailed process to follow if a change to this SOW is required:

- a) A Project Change Request (PCR) will be the vehicle for communicating the change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- b) Client's point of contact will review the proposed change with UDI and approve it for further investigation or reject it. The investigation will determine the effect that the implementation of the PCR change will have on price, schedule and other terms and conditions of this SOW.
- c) The PCR must be signed by both parties prior to the implementation of the changes.

12. Term and Termination

This SOW shall be considered complete upon the earlier of the following:

- a) This SOW has been terminated by UDI or Client pursuant to the terms of the Agreement. In absence of such SOW termination provisions within the Agreement, the following shall apply:
 - i. Either party may terminate this SOW for convenience upon written notice.
 - ii. Either party may terminate this SOW upon written notice in the event the other party has failed to fulfill their material obligations as specified herein and has not cured such breach within thirty (30) days of the non-breaching party's request.
 - iii. All Services properly provided and costs incurred (e.g. travel expenses) by UDI up to and including the date of termination shall be due and payable.



- b) This SOW reaches its one (1) year anniversary from the last date of signature, unless the parties agree in writing to extend the term of the SOW.

13. Acceptance

This SOW and any PCRs shall, upon execution by both parties below, together with the Agreement, constitute the complete and exclusive understanding between UDI and Client with respect to the Services described herein. UDI hereby expressly rejects all additional or different terms, including but not limited those which may be listed on Client's PO (if any). Unless and until the mutual execution of this SOW, neither party shall have any obligation to the other hereunder. The commitments, including pricing, offered by UDI herein are predicated on such execution prior to the expiration of the offer as designated on the cover page hereof. In the event this SOW is signed by Client after said offer expiration, UDI reserves the right to (i) reject the signed SOW, (ii) present an updated SOW version for Client's signature, or (iii) execute the signed SOW at its sole discretion.

The parties hereby acknowledge that they have read and accept this SOW and all attachments hereto. The undersigned further represent that they are duly authorized to sign on behalf of the respective entities.

Unique Digital Technology, LLC
10595 Westoffice Dr.
Houston, TX 77042-5310

Navarro County
601 North 13th Street
Corsicana, TX 75110

Signature: _____

Name: _____

Title: _____

Date: _____

Signature:  _____

Name: H.M. DAVENPORT, Jr.

Title: NAVARRO County Judge

Date: 6-27-22