

KAYBRO TECHNOLOGIES

10/01/2018

Shawn Bryan
Kaybro Technologies
312 S. Davis St., Ste. D
Sulphur Springs, TX 75482
Via e-mail shawn.bryan@kaybrotech.com

Dear Titus County,

Thank you for your business and for trusting us with your Information Technology needs. It is our honor to serve you. Please feel free to reach out if you have any needs related to our services or this agreement.

In reference to Computer Services Agreement **TITCO181001-01-00** for Titus County, the estimated total annual costs of the goods and services rendered by Kaybro, for the term of this Agreement, assuming there is no change to those goods and services as stated in this Agreement, are as follows:

FISCAL YEAR	TOTAL
2018	\$124,016.88
2019	\$124,016.88
2020	\$124,016.88

Please find the above-referenced Agreement enclosed. We look forward to working with you.

Sincerely,



Shawn Bryan
CEO

Enclosure(s)

COMPUTER SERVICES AGREEMENT

This **Computer Services Agreement** (the "Agreement") is dated October 1, 2018, and is between Kaybro Technologies, a Texas Sole Proprietorship (the "Service Provider"), and Titus County, a Texas County (the "Client").

BACKGROUND:

The Client is of the opinion that the Service Provider has the necessary qualifications, experience, and abilities to provide computer services to the Client.

The Service Provider is agreeable to providing such computer services to the Client on the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to (1) engage the Service Provider to provide the Client with the computer services included in Exhibit "A" of this Agreement (the "Services").
2. The Services will also include any other computer tasks which the Parties may agree on from time to time. The Service Provider hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect for three years (the "Term"), subject to earlier termination as provided in this Agreement. The Term of this Agreement auto-renews on the fourth anniversary for successive three-year periods, unless, at least 90 days before the expiration of the then-existing Term, either Party expresses in writing to the other Party its desire to terminate the Agreement.

Performance


4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

5. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

6. The Service Provider will charge the Client for the Services (the "Compensation") according to the charges detailed in Exhibit "B" of this Agreement.

Kaybro: 

Page 1 of 6

Client: 

7. The Client will be invoiced annually.
8. Invoices submitted by the Service Provider to the Client are due within 30 days of receipt.
9. In the event that this Agreement is terminated by the Client before completion of the Services but where the Services have been partially performed, the Service Provider will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Service Provider.
10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

11. The Service Provider will be reimbursed from time to time for reasonable and necessary expenses incurred by the Service Provider in connection with providing the Services, including, but not limited to, travel expenses related to the Services.
12. All expenses must be pre-approved by the Client.

Confidentiality

13. From time to time, a Party may disclose to another Party Confidential Information pursuant to this Agreement. In such event, the Party disclosing information is a "Disclosing Party" and the Party receiving the information is a "Receiving Party."
14. Confidential information (the "Confidential Information") refers to any data or information relating to the Disclosing Party, whether business or personal, which would reasonably be considered to be private or proprietary to the Disclosing Party and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Disclosing Party.
15. The Receiving Party agrees that it will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which it has obtained from the Disclosing Party, except as authorized by the Disclosing Party or as required by law. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement, and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
16. All written and oral information and material disclosed or provided by the Disclosing Party to the Receiving Party under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Receiving Party.

Kaybro: 

Page 2 of 6

Client: 

17. The foregoing restrictions of non-disclosure and non-use shall not apply to any information which is, or through no fault of the Receiving Party becomes, a part of the public domain by publication or otherwise.
18. The Receiving Party acknowledges and agrees that its breach of this Agreement will result in irreparable and immediate harm to the Disclosing Party for which there is no adequate remedy at law; and that the Disclosing Party, without prejudice to any other remedies to which it may be entitled at law or in equity, is entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) in order to prevent a breach or threatened breach of this Agreement, and/or to compel specific performance of this Agreement. The Parties agree that jurisdiction and venue for such suit is proper in Hopkins County, Texas. The Receiving Party consents to personal and subject matter jurisdiction in Hopkins County, Texas.

Non-diversion of Employees


19. During the term of this Agreement and for the two-year period following termination of this Agreement, each Party shall not, directly or indirectly: hire or attempt to hire any employee of the other Party or take any other action which would encourage any such employee to leave the employment of the other Party; or divert, solicit, or attempt to divert or solicit, any business enjoyed or solicited by either Party during the twelve-month period immediately preceding termination of this Agreement.

Ownership of Intellectual Property

20. "Service Provider Programming" means any programming or software that the Service Provider creates, or has created, outside of this Agreement but uses in the Services.
21. The Service Provider retains all rights to all Service Provider Programming, but grants to the Client a perpetual, nonexclusive license to use all Service Provider Programming in connection with the Services.
22. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
23. The Service Provider may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Service Provider will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

24. Upon the expiry or termination of this Agreement, the Service Provider will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Kaybro: 

Page 3 of 6

Client: 

Limitation of the Service Provider's Liability to the Client

- 25. In no event shall the Service Provider be liable to the Client for lost profits of the Client, or special or consequential damages, even if the Service Provider has been advised of the possibility of such damages.
- 26. The Service Provider's total liability under this Agreement for damages, costs, and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Service Provider by the Client under this Agreement.

Capacity/Independent Service Provider

- 27. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension, or any other employee benefit for the Service Provider during the Term. The Service Provider is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Service Provider under this Agreement.

Notice

- 28. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:


CLIENT
Titus County Judge
100 W 1st Suite 200
Mt Pleasant TX 75455

SERVICE PROVIDER
Kaybro Technologies
312 Davis Street, Suite D
Sulphur Springs, TX 75482

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Termination

- 29. Despite the provisions of Section 3 of this Agreement, a Party may earlier terminate this Agreement by giving 10 business days' notice to the other Party, if that latter Party

Kaybro: 

Client: 

materially misrepresented a fact or materially breached a warranty or covenant. In that event, the terminating Party has all rights and remedies that law and equity provide.

If the terminating Party is the Client, the Client agrees to (1) allow the Service Provider 90 days to wind up its affairs and Services and disconnect from the Client's computer systems infrastructure, and (2) pay the Service Provider during that 90-day period under the then-existing compensation schedule in Exhibit B of this Agreement.

Indemnification

30. **EXCEPT TO THE EXTENT PAID IN SETTLEMENT FROM ANY APPLICABLE INSURANCE POLICIES, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND PERMITTED SUCCESSORS AND ASSIGNS AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, PENALTIES, PUNITIVE DAMAGES, EXPENSES, REASONABLE LEGAL FEES AND COSTS OF ANY KIND OR AMOUNT WHATSOEVER, WHICH RESULT FROM OR ARISE OUT OF ANY ACT OR OMISSION OF THE INDEMNIFYING PARTY, ITS RESPECTIVE AFFILIATES, OFFICERS, AGENTS, EMPLOYEES, AND PERMITTED SUCCESSORS AND ASSIGNS THAT OCCURS IN CONNECTION WITH THIS AGREEMENT. THIS INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

Modification of Agreement

31. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed or initialed by each Party or an authorized representative of each Party.

Time of the Essence

32. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment


33. The Service Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

34. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

35. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Kaybro: 

Page 5 of 6

Client: 

Titles/Headings

36. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

37. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law and Venue

38. This Agreement is governed by and construed in accordance with the laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction. Venue for any lawsuit to enforce or construe the terms of this Agreement (including any amendments, supplements, or addendums thereto) shall lie in Hopkins County, Texas.

Severability

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

31. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 4 day of October, 2018.

TITUS COUNTY

By: Brian P. Lee

Name: Brian P. Lee

Its: Co. Judge

KAYBRO TECHNOLOGIES

By: [Signature]

Name: Stewart Bryan

Its: CEO

EXHIBIT "A"
Revision Number: 0

SERVICES

- 1. Desktop and Network Essentials Service**
 - a. Desktop Level Support including remote, in person, and over the phone troubleshooting, administration, and repair of Desktop Computers
 - b. Network Level Support including network administration, configuration, and troubleshooting of Network Devices
- 2. CJIS Audit Compliance for Sheriff's Office**
- 3. NAS Storage / Cloud Backup Service**
 - a. Local redundant storage (RAID)
 - b. Cloud backup (encrypted at rest and in transit)
 - c. Setup, configuration, and administration of NAS
- 4. Sheriff's Office CJIS Audit Compliance**
- 5. VPN Connectivity Administration & Support**

Setup, configuration, and administration of VPN
- 6. Court Video Editing and YouTube Channel Management**
 - a. YouTube channel administration
 - b. Compilation, editing, and uploading of commissioners court videos
- 7. Web Hosting & Maintenance**
- 8. Technology Budget Assessment & Assistance**
 - a. Help prioritize current and future technology purchases
 - b. Help save money by assessing actual needs and more cost effective options whenever possible
- 9. Computer Inventory Reporting**

Including, but not necessarily limited to a total count of computers, discovered by the tools and methods available to us
- 10. Monthly Reporting for Desktop Level Support**

Percentage of time spent per department
- 11. Cloud Safe Security Service (KIPS)**
 - a. Use of cutting-edge security appliance (PF/Firewall)
 - b. 24/7 Monitoring
 - c. "Day Zero" Licensing
 - d. Network Web & Content Filtering
 - e. Network Virus Protection
 - f. Network Virus Containment
 - g. Yearly Employee Security & Productivity Class
 - h. **Enterprise Level Desktop Antivirus**
 - i. Enterprise Antivirus software and installation
 - ii. Enterprise Antivirus administration
 - iii. Enterprise Antivirus monitoring

Kaybro: 

Page 1 of 2


Client: 

EXHIBIT "B"
Revision Number: 0

COMPENSATION

Both Parties agree that the following rates correspond to the current scope of Services for the Client as presented to the Service Provider by the Client on the date that this Agreement is signed. Should the scope of Services for the Client exceed the scope provided in Exhibit "B" of this Agreement, the Parties agree to modify the rates to more accurately correspond to the proper provision of the Services needed by the Client. More specifically, both Parties agree that at the time this Agreement is executed, the Client requires support for:

- Up to 135 Desktop Computers

"Business Hours" means 8:00 a.m. until 5:00 p.m. each day, Monday through Friday.

"Desktop Computer" means any electronic device used by an employee or agent of Client, limited to a desktop computer, and a laptop computer

"Network Device" means any electronic device used in the networking of Client's machines together and providing interconnectivity or internet access, or both.

Rates during Business Hours

\$0.00 per hour – Our Desktop and Network Essentials Service includes service during business hours (Desktop Computer must be covered under our Desktop and Network Essentials Service - per Desktop Computer rate below)

Rates during Business Hours for services not covered by Exhibit A of this Agreement

\$125.00 per hour

Rates during Non-business Hours

\$200.00 per hour

Desktop and Network Essentials Service

\$40.00 per Desktop Computer/per Month or \$480.00 per Desktop Computer/per Year

Cloud Safe Security (KIPS)

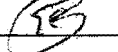
\$48,240.00 per year

Contract Additions

\$20,624.88 - Computer Inventory Reporting, Technology Committee for DP Heads, Web Hosting & Maintenance, Monthly Reporting for Desktop Level Support, Technology Budget Assessment & Assistance, Court Video Editing and YouTube Channel Management, NAS Storage / Cloud Backup Service, VPN Connectivity Administration & Support

KIPS Early Upgrade Discount

-\$9,648.00 – Discount applied to the total cost of the next agreement if the next agreement is executed before the end of the current agreement term. The execution of the next agreement does not shorten the term of the current agreement.

Kaybro: 

Page 2 of 2

Client: 