

COMPUTER/NETWORK SERVICES AGREEMENT

THIS COMPUTER/NETWORK SERVICES AGREEMENT (the "Agreement") dated this 14th day of August, 2010

BETWEEN

Brooks County of 100 E. Miller St., Falfurrias, Texas
(the "Customer")

- AND -

Ogan Networking Solutions of 649 W Magnolia Ave, Aransas Pass, Texas
(the "Computer Services Provider").

BACKGROUND:

- A. The Customer is of the opinion that the Computer Services Provider has the necessary qualifications, experience and abilities to provide services to the Customer.

- B. The Computer Services Provider is agreeable to providing such services to the Customer on the terms and conditions set out 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 Customer and the Computer Services Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Customer hereby agrees to engage the Computer Services Provider to provide the Customer with services (the "Services") consisting of:
 - o Contract will include labor only for computer and networking support on Brooks County network for Brooks County computers. Support includes items such as:
 - Troubleshooting and maintaining Brooks County computer network including switches, routers, wireless and fiber optics and wiring and phone system.
 - Troubleshooting Brooks County computers for viruses, hardware related problems and reloads based upon failure.
 - Education to support users who need help with organizing their files on the file server and other programs purchased by Brooks County, such as Microsoft Office, etc.
 - Upgrade of software on network and computers as required.
 - Troubleshooting multi-function machines such as Ricoh MFP's on the network, such as scanning and faxing. Regular maintenance will be called in by the local users using each machine.
 - Phone support on the above items.
2. The Services will also include any other tasks which the Parties may agree on. The Computer Services Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

3. The term of this Agreement (the "Term") will begin October 1, 2020 and will remain in full force and effect until September 30, 2021, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Party wishes to terminate this Agreement, the Computer Services Provider will be required to provide 30 days written notice to the other Party, Brooks County will be required to provide 120 days written notice to the Computer Services Provider.

Performance

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

Currency

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

Compensation

7. For the services rendered by the Computer Services Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Computer Services Provider of \$4150.00 per month. This is based on 14 hours per week. (728 man hours from 10/01/2020 - 09/30/2021). If overnight stay is required, an additional \$100 trip charge will be paid. This is not part of the contracted amount. Unused hours could be applied towards other projects on a project by project basis as agreed by both contract parties. Contract is based on total man hours worked. Hours in excess of 728 man hours will be billed at the Usual and Customary Charge of \$75.00 per man hour worked. The Compensation will be payable, while this Agreement is in force, according to the following payment terms:

- o Payments to begin 11/2020 made monthly by 7th of month.

8. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Brooks County is exempt from any sales and use tax pursuant to Chapter 151 of the Tax Code. Tax Exemption will be provided by Customer only upon request.

Reimbursement of Expenses

9. In connection with providing the Services hereunder, the Computer Services Provider will only be reimbursed for the following:

- Hardware and software (parts) required to complete necessary service work. Hardware and software (parts) must first be authorized by Customer before necessary service work is performed.
10. The Computer Services Provider will furnish statements and vouchers to the Customer for all such expenses.

Confidentiality

11. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.
12. The Computer Services Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Computer Services Provider has obtained, except as authorized by the Customer.
13. All written and oral information and material disclosed or provided by the Customer to the Computer Services Provider 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 Computer Services Provider.

Ownership of Materials and Intellectual Property

14. All intellectual property and related material (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Customer. The use of the Intellectual Property by the Customer will not be restricted in any manner.
15. The Computer Services 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 Customer. The Computer Services Provider will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Return of Property

16. Upon the expiration or termination of this Agreement, the Computer Services Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer. The Customer agrees to return to the Computer Services Provider any property that belongs to the Computer Services Provider.

Capacity/Independent Contractor

17. In providing the Services under this Agreement it is expressly agreed that the Computer Services Provider is acting as an independent contractor and not as an employee. The Computer Services Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

18. 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 of this Agreement as follows:

- a. Brooks County
100 E. Miller St.
Falfurrias, Texas, 78355
Email: eramos@co.brooks.tx.us

- b. Ogan Networking Solutions
649 W Magnolia Ave
Aransas Pass, Texas, 78336
Email: adam@onstel.co

or to such other address as any Party may from time to time notify the other.

Insurance

19. The Computer Services Provider will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Computer Services Provider based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

Modification of Agreement

20. 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 by each Party or an authorized representative of each Party.

Time of the Essence

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

Assignment

22. The Computer Services 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 Customer.

Entire Agreement

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

Enurement

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

Titles/Headings

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

Gender

26. 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

27. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

28. 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

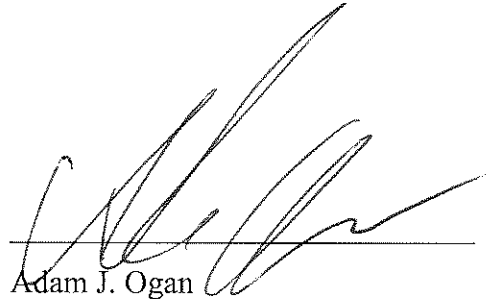
29. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 14th day of August, 2020.

Brooks County (Customer)

Per:  (SEAL)

Eric Ramos


Adam J. Ogan
Ogan Networking Solutions (Computer
Services Provider)