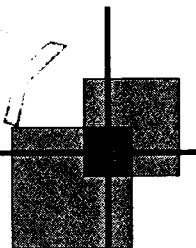


#14



Change is in the Air

© 2007



August 6, 2007

Judge John Thompson
Polk County Judge
101 West Church St.
Livingston TX 77351

Judge Thompson:

I want to thank you and the Polk County Commissioners Court for the opportunity to provide consulting services to Polk County in regards to the Polk County Video Conferencing Project. This letter summarizes Airplexus' and Polk County's responsibilities regarding the above mentioned project, and will serve as the agreement between Airplexus, Inc. and Polk County.

Airplexus, Inc. agrees to perform the following services for Polk County regarding the Polk County Video Conferencing Project:

1. Provide design and configuration assistance to the Polk, Trinity, and San Jacinto county's IT staff or designates (hereinafter "The Hosting Counties") to facilitate the integration of The Hosting Counties computer network(s) with the Video Conferencing Network (hereinafter "The Network").
2. Provide configurations, as required, for any and all switches, routers, video controllers, monitors and other equipment attached and relating to The Network that IS NOT under the direct control of The Hosting Counties or any other third parties.
3. Provide configurations, as required, for any and all switches, routers, video controllers, monitors and other equipment attached and relating to The Network that IS under the direct control of The Hosting Counties or any other third parties pending a written scope of work and written authorization from the interested party.
4. Protect the integrity and performance of The Network by insuring only compatible hardware and/or software will be used when connecting directly to or integrating with The Network by The Hosting Counties or any other third party.
5. Insure best industry practices will be used by The Hosting Counties or other third parties when configuring and/or adding equipment which will connect directly to The Network, or will make use of any of The Network's resources.
6. Act as a technical liaison between the Texas Department of Information Resources and The Hosting Counties to allow The Hosting Counties to utilize The Network's internet connection in a manner that is beneficial to The Hosting Counties without

123 South Main
Caldwell TX 77836

(979) 567-7942
Fax: (979) 567-7995

www.airplexus.com

hindering the operation or degrading the performance of The Network.

7. Provide information and technical expertise to The Hosting Counties or other third parties regarding the operation of The Network, in whole or part, to aid in the troubleshooting of problems directly related to the operation of The Network.
8. Provide information and technical expertise to the Hosting Counties or other third parties regarding The Network's internet connection to aid in the troubleshooting of problems directly related to The Hosting Counties use of The Network's internet connection.
9. Create and maintain written documentation directly relating to The Network, including, physical network layout, model numbers and quantities of the equipment connected to The Network, current configurations running on the equipment connected to The Network, IP addressing schemes and naming conventions, login information and passwords for any and all equipment connected to The Network, any and all changes made to The Network's physical layout, operational functionality, equipment configurations, plus any other information regarding The Network deemed necessary and important by Airplexus, Inc. or The Hosting Counties.

In consideration for Airplexus, Inc.'s performance of these services, Polk County agrees to pay Airplexus, Inc. at the rate of eighty-five dollars (\$85.00) per hour, plus reasonable expenses incurred in the performance of the services.

Travel Time, if necessary, will be billed in one-quarter hour increments at a rate of forty-two dollars and fifty cents (\$42.50) per hour for the time of travel between Airplexus, Inc.'s office in Caldwell Texas and the first site, if multiple sites are involved, where work is to be performed plus the travel time between the last site, if multiple sites are involved, and Airplexus, Inc.'s office in Caldwell Texas.

Airplexus, Inc. will submit an invoice for services, and an itemized list of expenses incurred to Polk County on the last day of the month, every month that services were performed, and/or expenses were incurred. The amount specified in the invoice will be due thirty (30) days from the date on each invoice.

This agreement supersedes any and all other agreements between Airplexus, Inc. and Polk County regarding the Video Conferencing Network, and will remain in force for as long as both parties wish for this agreement to be in effect.

This agreement can be cancelled at any time, for any reason, by either Airplexus, Inc. or Polk County, by written submission thirty (30) days prior to the effective date of cancellation. On the effective date of cancellation, Airplexus, Inc. will submit a final invoice to Polk County for all unbilled time and expenses, and the amount specified in that invoice will be due thirty (30) days from the date on the invoice.

If this letter accurately summarizes term to which Polk County is agreeable, please sign below on this and the attached copy. Retain one copy for your records and return one to me.

I look forward to working with you and Polk County on this and many other projects.

Sincerely,



Robert Van Dresar
CTO
Airplexus, Inc.

Agreed to by:
County of Polk

BY: 

CONTACT NAME: John P. Thompson

CONTACT TITLE: County Judge

DATE: 8/14/07