

**TEK-COM TECHNOLOGIES INC.
COMPUTER MAINTENANCE AGREEMENT**

PARTIES

This agreement between **TEK-COM TECHNOLOGIES, INC.**, herein TCT, and **POLK COUNTY PRECINCT 1**, herein Customer, is effective on the date of execution, for a one year period, and shall remain in force upon execution until terminated by either party.

MAINTENANCE SERVICE

TEK-COM TECHNOLOGIES shall provide computer maintenance service during the 8:00 A.M. through 5:00 P.M. hours, Monday through Friday and shall provide remedial service before and after these hours on an emergency basis seven (7) days a week. **An emergency shall be stated as any situation which leaves your company in a bind or inoperable.** Maintenance service includes a two (2) hour response time, quarterly scheduled preventive maintenance and on-call remedial maintenance which includes lubrication, adjustments, parts replacements and labor required to keep equipment in good running condition with consideration to the age and type of equipment. Maintenance parts, which may be reconditioned to perform as new, will be furnished on an exchange basis and any parts replaced by TCT will become the property of TCT.

COVERAGE

Items covered by the terms of this Agreement are limited to equipment and machinery as per the attached "Schedule A. Items not described on the "Schedule A" will be maintained on demand on a "Time and Material" basis at the rate of ninety dollars (\$90.00) per hour with a forty dollar (\$40.00) trip charge. Network services will be performed at a rate of Ninety dollars (\$90.00) per hour with a forty dollar (\$40.00) trip charge.

EXCLUSIONS

Maintenance service does not include:

- A: Electrical work external to the equipment specified.
- B: Maintenance of accessories or attachments not included in the materials listing herein.
- C: Furnishing supply items (forms, ribbons, cards, laser drums, PC printer print heads, fusers, toner, batteries, ozone filters, maintenance kits, ECT . . .)
- D: Removing or adding accessories or attachments.
- E: Repairs of damages caused by disaster such as water, wind, fire, lightning, vandalism, or transportation.
- F: Repairs of damages caused by neglect or misuse
- G: Alterations, attachments or accessories deviating from the equipment's original design.
- H: Rearrangement or relocation of equipment or features.
- I: Painting or refinishing equipment, nor furnishing supplies to do so.

CHARGES

Maintenance charges as per the attached "Schedule A" will begin on the effective date stated herein. Annual charges will be invoiced once per year and will be payable by the first of the Month. If an invoice is more than fifteen (15) days delinquent, the customer will be charged interest at the rate of 18% annually, compounded daily. Monthly maintenance charges may be changed to the customer to become effective on the day of execution of the agreement in any month after proper notification, as stated. TCT agrees to reimburse the customer in full for any on site technical assistance from a manufacturer requested by TCT if billed to the customer.

DEFAULT

If payments (maintenance charges) invoiced are not paid within thirty (30) days after the first of the month following the date of invoice, TCT may immediately terminate the agreement without prior written notice and shall have no further maintenance obligation and may proceed with any legal remedies to collect any amounts owing. Failure to terminate within after thirty (30) days does not constitute a waiver of this remedy, however, payment in full by customer prior to termination notice will cure the default.

TERMINATION

This contract may be terminated by either party , provided a sixty (60) day written notice is given. If customer fails to give written notice, this obligates the customer, or TCT for the amount specified herein. If either party should wrongfully terminate this agreement without proper notice that party shall receive one (1) month maintenance charges as liquidated damages. TCT guarantees that the equipment listed herein shall be acceptable for manufacturers' maintenance agreement upon cancellation. This guarantee expires if payments are delinquent more than thirty (30) days. TCT shall not be held liable to repair or replace computer equipment covered under the maintenance agreement if another company or individual shall perform service on such equipment. TCT will have the right to cancel service effective immediately.

CONTRACT ADDITION/DELETION CHANGES

Any changes of addition/deletion to this agreement must be submitted in writing to the other party for signature. Such written changes shall reference this agreement and after having been signed and executed by both parties. Such changes become part of the agreement.

NOTICE

Any notice required by the terms of this agreement shall be given in writing to the party intended at the address indicated below, and shall be sent by certified mail, returned receipt requested. Any notification of change of an address shall be sent to the other party stated herein and upon such notification becomes the new address of that party for all purposes under this agreement.

GENERAL PROVISIONS

Sales or Maintenance service provided under this agreement does not assure uninterrupted operation. TCT will not be liable for lost time, lost profits, or lost savings during the performance of sales or maintenance services. It is the customer's responsibility to ensure that all data files are duplicated and documented. TCT will not be responsible for any failure to render maintenance service due to customer related labor disputes or any other causes reasonably beyond the control of TCT. The failure of TCT to enforce, at any time, performance by the customer of any of the provisions hereof, shall in no way be considered to be a waiver of such provisions, nor in any way to the right of TCT to thereafter enforce each and every such provision.

ATTORNEY FEES

If either party should bring legal action as a result of this agreement, the party who prevails shall be entitled to reasonable attorneys fees.

JURISDICTION AND VENUE

The laws in the State of Texas shall be used to determine the rights of the parties to this agreement. Jurisdiction of the agreement shall long in the State of Texas and venue shall be in Harris County. The customer acknowledges that he or she has read this agreement and understands it in its entirety.

**TEK-COM TECHNOLOGIES INC.
P.O. BOX 920629
HOUSTON, TX 77292**

**POLK COUNTY PRECINCT 1
226 S. TYLER
GOODRICH, TX 77335**

BY: _____

BY: Bob Walker

TITLE: _____

TITLE: Commissioner, Pct. 1

DATE: _____

DATE: August 27, 2012

As approved by the Polk County
Commissioners Court this date.

TEK-COM TECHNOLOGIES, INC., 2125 S. MARKET, BRENHAM, TX 77833, 979-836-7900 / 979-836-7911 FAX, www.tek-com.com

SERVICES PROVIDED:

During each scheduled onsite visit, the **Tek-Com Engineer** can be utilized to answer user questions, repair existing equipment, install new equipment, install new software, modify user or network configuration settings, monitor network and server performance, monitor environmental and security factors, and make recommendations for improving network performance and user satisfaction. In all cases, the Customer, **Polk County Precinct 1**, will establish the priorities of work to be performed and assign tasks as they deem appropriate.

CUSTOMER BENEFITS:

The **Tek-Com Engineer** will be familiar with all the applications on the network because of his routine interaction with the users. This allows the engineer to be highly efficient when troubleshooting on behalf of the user. Regular inspection of the tape backup system, utilization percentages, and other network performance indicators allow the **Tek-Com Engineer** to help the Customer make long range plans for the future, rather than last minute spending to solve unexpected problems. Finally, **Tek-Com's** standard hourly rate for engineering services is reduced from \$115.00 an hour with a \$40.00 trip charge to \$90.00 an hour. No travel and mileage surcharge.

BILLING/TRACKING:

For each service call, the Technician on-site will complete a work order for the labor as well as any materials needed to complete the service call. The Accounting Department will log the labor hours used and deduct them from the monthly service agreement. Any billable labor hours or materials will be invoiced at the point, referencing the work order #. Per Customer's request, at any time, **TCT** will provide you with a copy of the labor hours tracking sheet, where hours will be recorded as work orders are received.

TEK-COM TECHNOLOGIES, INC.
2125 S. MARKET
BRENHAM, TX 77833

POLK COUNTY PRECINCT 1
226 S. TYLER
GOODRICH, TX 77335

BY: _____

BY: Bob Wilkins

TITLE: _____

TITLE: Commissioner, Pct. 1

DATE: _____

DATE: August 27, 2012

As approved by the Polk County
Commissioners Court this date.

TEK-COM TECHNOLOGIES, INC., 2125 S. MARKET, BRENHAM, TX 77833, 979-836-7900 / 979-836-7911 FAX.

TEK-COM TECHNOLOGIES, INC.
P.O. BOX 920629
HOUSTON, TX 77292
713/956-6633, 936/327-2211, 979/836-7911 FAX

SERVICE AGREEMENT
SOFTWARE/ NETWORK SUPPORT

SELLER:
 TEK-COM TECHNOLOGIES, INC.
 2125 S. MARKET
 BRENHAM, TX 77833
 979-836-7900 / 979-836-7911

PURCHASER:
 POLK COUNTY PRECINCT 1
 226 S. TYLER
 GOODRICH, TX 77335
 936-365-2222

QTY.	ITEM	ID.	DESCRIPTION	PRICE
10	TCT	LABOR HRS. @ \$90.00 per hr.	ON-SITE / REMOTE MONTHLY SERVICES	\$ 900.00

INCLUDES:

1. Troubleshooting, Repair, and Remote Support
Labor Hours for both Networking and Software Issues.
2. Server and Backup Management Support.
3. Routers, Cisco Switches, Communications, Microsoft Server, and Desktop Operating Systems.
4. Anti-Virus Management Support.
5. On-Site and Remote Management Support
6. Unlimited 24/7 Standard IT Management
7. **Does not include:** Upgrades, Installs, Cabling, and Hardware

NON-AGREEMENT RATES:

1	TCT	LABOR	HARDWARE ON-SITE	\$115.00 HR.
			TRIP CHARGE	\$ 40.00
1	TCT	LABOR	NETWORK ON-SITE	\$135.00 HR.
			TRICP CHARGE	\$ 40.00
1	TCT	LABOR	IN-HOUSE	\$ 75.00 HR.

SUBTOTAL	\$ 900.00
TAX	<u>\$EXEMPT</u>
TOTAL	\$ 900.00