

**MEMORANDUM OF UNDERSTANDING  
BETWEEN POLK COUNTY, TEXAS AND ITERON SYSTEMS, LLC**

This Memorandum of Understanding ("MOU"), dated as of the 26th day of August, 2021, is by and between, Iteron Systems, LLC a Texas limited liability company ("ITRN") and Polk County, Texas ("County"), referred to collectively as "Parties".

This MOU memorializes the commitment of the Parties to enter into "good faith" negotiations to commence immediately and be completed within the next thirty (30) days for the purpose of developing a Service Agreement (the "Agreement") with County and ITRN, for the provision of Services consistent with the general terms and conditions outlined, below:

- 1. INTENTION:** ITERON SYSTEMS and County mutually desire, and will proceed in good faith, to enter into a contract pursuant to which ITERON SYSTEMS would enter into a Service Agreement (the "Agreement") with County.
- 2. SERVICES:** ITERON SYSTEMS and County will mutually agree upon a list of services (the "Services") pertaining to COVID-19 screenings and vaccinations for the public, to be provided by ITERON SYSTEMS on behalf of the County, pursuant to the Agreement.
- 3 RELATIONSHIP:** ITERON SYSTEMS will at all times in connection with the provision of the agreed Services be acting as an independent contractor of County.
- 4. COMPENSATION:** ITERON SYSTEMS will bill HRSA or the Cares Act as a priority and when applicable. Iteron Systems will also bill commercial health insurance and government health insurance when applicable. Monthly payments will be paid by County to ITERON SYSTEMS for any bill not reimbursable by HRSA or health insurance programs and pursuant to the Agreement.
- 5. LENGTH:** The Agreement will be in effect for an initial period of 6 months with the option of automatic renewal for the duration of the County – ITERON SYSTEMS contract.
- 6. TERM:** The term of this MOU will be thirty (30) days unless extended by the parties by mutual agreement.
- 7. CONFIDENTIALITY:** Neither party shall disclose this MOU, any of its terms or any negotiations (relating to this MOU), to any third party, except as otherwise required by law, without the prior consent of the other

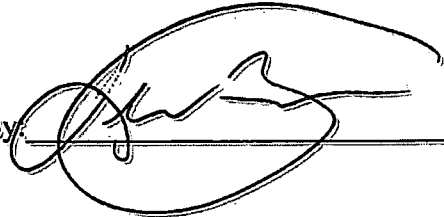
party. Any publication, announcement or other disclosure of the ongoing negotiations will require the prior approval of the parties.

Executed this 26th day of August 2021.

Sydney Murphy, County Judge  
Polk County, Texas

By:  \_\_\_\_\_

Iteron Systems, LLC.

By:  \_\_\_\_\_