

2017-2019 Kaybro Technologies IT Services Contract Agreement with Hopkins County Texas (AMENDED)

This Agreement is made and entered into on this the 1st day of January 2017 by and between Kaybro Technologies, hereinafter referred to as "Seller", with its principal place of business in Sulphur Springs, Texas, and Hopkins County, Texas hereinafter referred to as "Buyer", with its principal place of business in Sulphur Springs, Texas.

Seller agrees to furnish to Buyer the services set out below on the terms and conditions of this agreement.

1. Term.

This agreement shall be in effect from January 1st, 2017 through September 30th, 2019.

2. Network Administrator.

Seller agrees to provide to Buyer one or more technicians, hereinafter collectively referred to as "Network Administrator", for up to Forty (40) hours per week. Network Administrator responsibilities may include:

1. Basic Desktop level Support.
2. Remote for Basic Desktop level Support.
3. Basic Network Equipment Assistance.
4. Day to Day Desktop Backup Management.
5. Premium Hardware and Software Options.
6. Daily operations of Buyer's primary computer operating systems, loading new software updates and enhancements, and assisting and managing iSeries systems in coordination with NET Data Corporation located in Sulphur Springs, TX.
7. Seller agrees to maintain communications with NET Data Corporation located in Sulphur Springs, Texas for all service changes and updates related to the iSeries systems, including deploying client-based Real Vision Software, NetD Online, 5.3+ iSeries Access and all related service packs as well as any other primary software companies that may be introduced to Buyer's network systems.
8. CJIS Management Services.
9. CJIS Audit Services.
10. Network Security Management.
11. Monitoring computer networks for security threats or unauthorized users.
12. Identifying compromised machines and report on security measures taken to address threats.
13. Analyze security risks and develop response procedures.
14. Developing and testing software deployment tools, firewalls and intrusion detection systems.
15. Additional tasks may include research and evaluation, and recommending and implementing other security solutions as needed. This may include installing computer security software, conducting regular security audits, preparing security status reports, educating users on computer security, creating security documentation for users, assisting in disaster recovery and gathering evidence regarding cyber-crimes.

3. County Contact Person.

Buyer shall provide a contact person to help resolve issues that may arise between Buyer and Seller. The contact person will be the County Judge or his designee and will only act for and with the commissioners court as a liaison. The contact person will not act as a representative for individual users or offices.

4. Support Sites.

A) Seller agrees to provide support only to the following specified supported sites:

1. County Clerk, Sulphur Springs, TX
2. District Clerk, Sulphur Springs, TX
3. Sheriff's Office, Sulphur Springs, TX
4. Tax Office, Sulphur Springs, TX
5. County Jail, Sulphur Springs, TX
6. Treasurer's Office, Sulphur Springs, TX
7. Auditor's Office, Sulphur Springs, TX
8. County Judge's Office, Sulphur Springs, TX
9. County Attorney's Office, Sulphur Springs, TX
10. District Attorney's Office, Sulphur Springs, TX
11. County Court At- Law Office, Sulphur Springs, TX
12. Justice of the Peace, Precinct 1, Sulphur Springs, TX
13. Justice of the Peace, Precinct 2, Sulphur Springs, TX
14. Constables Precinct 1 and 2 Offices, Sulphur Springs, TX
15. All Hopkins County Courtrooms
16. District Judges' Offices, Sulphur Springs, TX
17. Hopkins County Civic Center, Sulphur Springs, TX
18. Court Administration Office, Sulphur Springs, TX
19. Veterans' Office, Sulphur Springs, TX
20. Environmental Office, Sulphur Springs, TX
21. Commissioners' Offices, Sulphur Springs, TX
22. Hopkins County Fire Department

B) Seller may also service other sites if related directly to the primary county intranet. This service is at the discretion of the Seller.

5. Reports and Liabilities.

Buyer agrees to accept full responsibility of any computer network related incidents that might occur over the course of this service agreement. A basic monthly report of work completed shall be submitted online for the County Judge's Office to view.

6. Renewal & Termination.

This IT Services for Hopkins County Texas contract will automatically renew at the end of the contract period unless Buyer chooses to discontinue aforementioned services with Seller. Upon cancellation all service requests thereafter would be billable at Seller's normal business rates at the time of termination

and may include additional fees if not given notice at least 30 days in advance to vacate Seller's software, hardware and personnel items.

7. Amending Options

Seller may request to amend this agreement in consideration of a potential technology workload increase or additional service requests such as services listed under "Noncontract Items". Buyer agrees to immediately consider Seller's request and determine whether or not adjustments to this agreement should be implemented. Both Buyer and Seller must agree to the terms before any changes are made to this agreement.

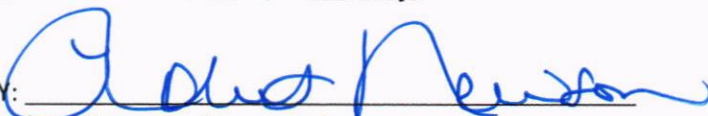
8. Consideration.

In consideration of the aforementioned services, Buyer will pay to Seller the sum of **\$171,600.00 over the remaining 33 months of the agreement.** Such fee shall be payable in monthly installments of **\$5,200.00 for each month, prior to the month of service.**

All additional on-site and remote support during normal business hours (Monday through Friday, 8am-5pm) but outside of contracted hours must be authorized in advance by Hopkins County representatives at a rate of **\$75.00** per hour during normal business hours, and at the rate of **\$150.00** after business hours, or during holidays, in addition to any travel costs that may apply. All non-business hours support will incur additional charges as this agreement does not include non-business hours support. Payments shall be due on the first day of each month prior to the month of service. Such payments shall be paid in cash to Seller in Sulphur Springs, Hopkins County, Texas.

***Request to amend original agreement requested by County Judge Robert Newsom on 12/21/2016.**

Signed on this this 4th day of January 2017.

BY: 
Robert Newsom, County Judge
Hopkins County


BY:
Shawn Bryan, President
Kaybro Technologies



Definitions of Services Offered

Basic Desktop Level Support: We help with most Microsoft Windows related troubleshooting.

Remote for Basic Desktop Level Support: A Software we provide that allows us to remote in for faster support.

Basic Network Equipment Assistance: Provides you with support for your switches and wireless routers.

Premium Hardware and Software Options: When you purchase hardware/software we verify compatibility, optimize performance, provide free shipping and guaranteed low pricing.

Security Policy Solutions: We write and integrate security policies specifically for insurance purposes.

Basic Computer Security Training: Allows our staff to give basic security training to specified users.

Network Security Management (firewalls): Day to day firewall and primary network router management.

CJIS Management Services: We are certified and verified by the state of Texas for CJIS systems computer support.

CJIS Audit Services: We work directly with your CJIS Auditor for you, to maintain mandatory compliance.

Weekend Support for CJIS Systems Only: We provide weekend based support for CJIS related systems.

24/7/365 Support for Network Systems: Active monitoring and management of all of your Network Hardware 24 hours per year, 7 days per week, 365 days per year.

Technology Committee: We form a Technology Committee comprised of at least one individual from each department that will discuss and address strategic planning for future computer related needs.

Hour Per week Cap: This limits our techs to a maximum of X hours per week. Additional hours would be billable.