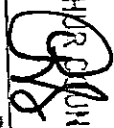


FILED  
TERRI ROSS  
COUNTY CLERK

2019 NOV 27 AM 10:46

UPSHUR COUNTY, TX.  
BY  DEPUTY

**TECHNICAL SERVICES AGREEMENT**

This Technical Services Agreement is entered into as of December 1, 2019, by and between GKD d/b/a Gilmer Computer Tech, a Texas enterprise located at 201 East Marshall Street, Gilmer, Texas 75644 (hereinafter referred as to the "Supplier") and Upshur County, Texas, a political subdivision, located at 100 West Tyler Street, P.O. Box 730, Gilmer, Texas 75644 (hereinafter referred as to "Customer").

WHEREAS, the Supplier is interested in providing fee-based support services to the Customer and the Customer is interested in receiving the services provided for in this Agreement.

NOW, THEREFORE, in consideration of their mutual undertakings, and other good and valuable consideration, the parties hereby agree as follows:

**Pricing:** The pricing for providing services under this agreement will be \$4,000.00 per month payable on the first day of each month.

**Services Provided:** Supplier will provide onsite and offsite computer and network related services on an **as needed** basis for all Upshur County locations. Supplier agrees to serve as the Customer's Information Technology and Information Systems Department. Services include but are not limited to: computer and network security support, PC and Monitor Support, Ethernet Cable Support, Ethernet Switch Support, Perimeter Firewall Support, Email

Server and Client Support, UPS monitoring and support and other computer and network related issues. Supplier will also provide necessary preventative maintenance such as cleaning computers and equipment, performing security updates on PC's, Antivirus Updates, resolving any outstanding technical issues with PC's, backup verification and UPS load and failover testing. Supplier will maintain the Upshur County Website, such as adding job postings, public notices, election results, etc., without any additional charges. Supplier will provide 24x7x365 "on-call" services with maximum response time of 2 hours. Supplier agrees to provide Customer with an online ticketing system for service requests and reports, an afterhours telephone support number, emergency contact numbers for all Supplier support staff and a support email address.

**Services Not Included:** Supplier agrees to coordinate with third-party vendors for procurement of hardware/software and infrastructure projects such as network cabling runs over 100 ft. and network cabling runs that include more than 3 drops. Supplier shall report to and advise the Customer of projected hardware/software and infrastructure costs and expenses that Supplier anticipates that Customer will incur for budgeting purposes on part of the Customer. This may be accomplished either in writing or by verbal reports delivered to the Customer during its Commissioner's Court meetings. Supplier will make itself available to answer questions the Customer may have during all Commissioner's Court meetings.

Supplier understands and agrees that any purchase on the Customer's behalf requires a Purchase Order approved by Upshur County before any County funds can be obligated for any such purchase or purchases.

**Customer Cooperation:** The Customer agrees to comply with all requests of the Supplier and to provide access to all documents and files necessary to the performance of the Supplier's duties under this Agreement.

**Contract Term:** This Agreement will remain in force for a period of one (1) year from the effective date, and will automatically renew for additional subsequent one year periods that run from December 1 to November 30 (the "contract year") of successive years, unless Supplier or Customer provides written notice of cancellation and non-renewal of this Contract in writing on or before September 1 of any contract year.

**Assignment:** The Customer may not assign any rights hereunder without the prior written approval of the Supplier, and any attempt to assign any rights, duties, or obligations hereunder without Supplier's written consent will be void. The Supplier may not assign all or any part of its rights or obligations without the Customer's consent.

**Disclaimer of Express Warranty:** THE SUPPLIER MAKES NO EXPRESS WARRANTY OF ANY KIND WITH REGARD TO THE SERVICES PROVIDED HEREUNDER. HOWEVER, SUPPLIER WILL PERFORM ALL SERVICES CALLED FOR BY THIS AGREEMENT IN A GOOD AND WORKMANLIKE MANNER.

**Limitation of Liability:** This Agreement is not for the benefit of any third party dealing with the Customer. In no event will the Supplier be liable to any other individual or entity connected with the Customer for any claim, loss or damage of any kind or nature whatsoever arising out of or in connection with the performance of this Agreement because of interrupts or loss of service of information technology.

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**Governing Law:** The parties hereby agree that any dispute regarding the interpretation or validity of, or otherwise arising out of, these standard terms and conditions for sale, or relating to the support hereunder shall be subject to the exclusive jurisdiction of Texas state courts, is governed by the laws of the State of Texas and venue of any action will lie solely in Upshur County, Texas.

**Termination of Agreement:**

1. Termination by the Customer for Default of the Supplier: Should the Supplier default in the performance of this Agreement or materially breach any of its provisions, the Customer, at Customer's option, may terminate this Agreement by giving written notification to the Supplier of not less than 30 days specifying a termination date.

2. Termination For Failure to Make Agreed-Upon Payments: Should the Customer fail to pay the Supplier all or any part of the fees set forth in this Agreement on the due date, the Supplier, at the Supplier's option, may terminate this Agreement if the failure is not remedied by the Customer within thirty (30) days from the date payment is due.

3. Non-Renewal: This Contract and Agreement will be considered terminated as of 11:59 p.m. on November 30, if written notice of non-renewal is given by either party to the other no later than September 1 of said contract year.

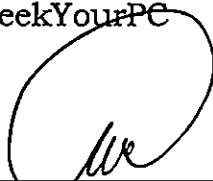
**Waiver:** The failure of either party to enforce at any time, or for any period of time, the provisions hereof shall not be construed to be a waiver of such provisions or of the right to such party to enforce each and every provision.


**Entire Agreement:** This Agreement, including any attachments hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. Each party acknowledges that it is not entering into this Agreement on the basis of, and has not relied on, any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by both parties hereto.

**Written Notice:** Written notice from one party under this Agreement to the other shall be delivered at the address of said party listed on Page 1 of this Agreement.


GILMER COMPUTER TECH  
dba GeekYourPC

UPSHUR COUNTY, TEXAS

By:   
Title: Owner

By:   
Title: County Judge Nov. 27, 2019.

Nov. 27, 2019  
Customer to provide 30 day written notice to cancel agreement.

FILED  
TERRI ROSS  
COUNTY CLERK  
2019 NOV 27 AM 10:47  
UPSHUR COUNTY, TX.  
BY   
DEPUTY