

MAY 09 2024

Jennifer Palermo
County Clerk, Hockley County, Texas

**NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF
HOCKLEY COUNTY, TEXAS**

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 13th day of May, 2024 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

1. Read for approval the minutes of the Regular Meeting held at 9:00 a.m. on Monday, May 6, 2024.
2. Read for approval all monthly bills and claims submitted to the Court and dated through May 13, 2024.
3. Consider and take necessary to approve the following agreements between Hockley County and CTSI:
 - a. Rescue Data Backup Continuity Disaster Recovery (BCDR) Service
 - b. Master Service Agreement
 - c. Assurance with Cyber Defense
4. Consider and take necessary action to approve the final draft for the mural for the parking lot project.
5. Consider and take necessary action to approve the cost for the mural for the parking lot project to be paid out of Unclaimed Capital Credits.
6. Consider and take necessary action to approve a Tax Deed for Lot Nine (9), in Block Sixty-one (61), to the Original Town of Levelland, Hockley County, Texas (R10222), to be purchased by Guy Ross Tippy for the amount of \$800.00.
7. Discussion and potential action concerning the request of Angela Overman, Hockley County District Attorney to approve an Agreement for Assistance in Prosecution in the sum of \$560,000.00 to be paid to Matt Powell and Tray Payne, Attorneys at Law to prosecute Cause No. 21-09-10115, styled The State of Texas vs. Omar Soto-Chavira, a case pending in the 286th Judicial District Court of Hockley County, Texas.

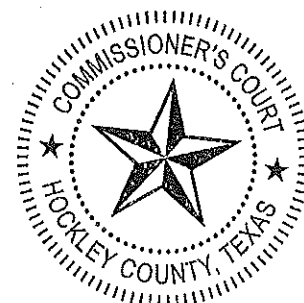
COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS.

BY: *Sharla Baldrige*
Sharla Baldrige, Hockley County Judge

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the Courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 9th day of May, 2024, and said Notice remained posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this 9th day of May, 2024.

Jennifer Palermo
Jennifer Palermo, County Clerk, and Ex-Officio
Clerk of Commissioners' Court, Hockley County, Texas



THE STATE OF TEXAS
COUNTY OF HOCKLEY

IN THE COMMISSIONER'S COURT
OF HOCKEY COUNTY, TEXAS

SPECIAL MEETING

May 13, 2024

Be it remembered that on this the 13th day of May A.D. 2024, there came on to be held a Special Meeting of the Commissioners Court, and the court having convened in Special Session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldrige	County Judge
Alan Wisdom	Commissioner Precinct No. 1
Larry Carter	Commissioner Precinct No. 2
Seth Graf	Commissioner Precinct No. 3
Thomas R "Tommy" Clevenger ABSENT	Commissioner Precinct No. 4

Jennifer Palermo, County Clerk, and Ex-Officio Clerk of Commissioners Court when the following proceedings were had to-wit:

Motion by Commissioner Carter, second by Commissioner Graf, 3 Votes Yes, 0 Votes No, that the Minutes of a Regular Meeting of the Commissioner's Court, held on Monday May 6, 2024, at 9:00 a.m., be approved and stand as read.

Motion by Commissioner Graf, second by Commissioner Wisdom, 3 Votes Yes, 0 Votes No, that all monthly claims and bills submitted to the court and dated through May 13, 2024, A.D. be approved and stand as read.

Motion by Commissioner Carter, second by Commissioner Wisdom, 3 votes yes, 0 votes No, that Commissioners Court approved the following agreements between Hockley County and CTSI:

- a. Rescue Data Backup Continuity Disaster Recovery (BCDR) Service
- b. Master Service Agreement
- c. Assurance with Cyber Defense

As per CTSI agreement recorded below.



Master Service Agreement

Prepared for:

Hockley County

Version 2021.0 • Prepared: 3/3/2023

The mission of Computer Transition Services, Inc. is to improve the life and business success of clients by providing integrated solutions and professional services to meet their technological and organizational needs.

Computer Transition Services, Inc.

3223 S. Loop 289, Suite 556

Lubbock, TX 79423

www.ctslnet.com

Tel: 806-793-8961 Fax: 806-793-8968

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01/12/2021

Computer Transition Services, Inc. Master Service Agreement

This Master Service Agreement (this "Agreement") is between **Computer Transition Services, Inc.**, a Texas corporation with offices located at 3223 South Loop, Suite 556, Lubbock, Texas 79423 ("us", "our", "we" or "CTSI"), and **Hockley County**, the entity who accepts this document by signing, either physically or electronically, in the signature block, below ("you", "your" or "Client"). This Agreement is effective as of the latest date of the signatures of the parties below ("Effective Date").

- 1) **SCOPE OF SERVICES; SOW.** This Agreement governs all products or services that we perform or provide to you (collectively, the "Services"). The Services will be described in one or more proposals or statements of work that we provide to you (each, a "SOW"). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will become a part of, and governed under the terms of this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.
- 2) **GENERAL REQUIREMENTS.**
 - a) *System.* For the purposes of this Agreement, "System" means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the System, or installing software on the System, unless we are notified and approve, in advance, of the contemplated changes. We will not be responsible for the remediation of any issues or downtime arising or resulting from changes to the System that we did not authorize, it being understood that all such services (if requested by you) will be billed to you at our then-current hourly rates.
 - b) *Requirements.* At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW ("Minimum Requirements"), you agree to do so as an ongoing requirement of CTSI providing its Services to you.
 - c) *Maintenance; Updates.* If patches and other software-related maintenance updates ("Updates") are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. CTSI will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer's or applicable vendor's instructions.
 - d) *Third Party Support/Troubleshooting.* If, in CTSI's discretion, a hardware or software issue requires vendor or OEM support to resolve a Client IT System issue, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you, any actual and documentable fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$200, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise. CTSI normally involves you as we engage any other organization for support or troubleshooting assistance and will always document access by any Third Party Organization. Recognizing that Client may be required to limit access by Third Party Support organizations to only those specifically approved by Client, the statement below can be initialed by the Client to accommodate this requirement. If Client initials the statement below, CTSI will not provide access to Client's IT System for any organizations in troubleshooting Client's IT System without prior Client approval. If the following statement is not initialed, CTSI for expediency may (at its discretion) engage CTSI Partner Vendors providing Third Party Support in order to achieve the best outcome for the Client without necessarily obtaining Client permission; provided, however, that we will always require the Third Party Organization to sign a confidentiality agreement that is at least as restrictive as the confidentiality requirements in this Agreement.

SB As the person executing this MSA on behalf of the Client, my Initials on this statement indicate that **even though it may impact the time to resolve an Issue** on Client's IT System, CTSI **must obtain Client approval** before allowing any Third Party Support organization not previously approved by Client, to have access to any Client IT Systems. For purposes of meeting this obligation and expediency, verbal approval provided to a CTSI representative by Client management is acceptable to Client and will be recorded in CTSI records at the time. If written (including email) approval by Client is required, Client will also initial here: SB.

- e) **Advice; Instructions.** From time to time, and depending on the SOW you agree to, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For example, our advice or directions may include corrections to issues that create security risks, increasing the System's server or hard drive capacity or replacing obsolete equipment that is no longer supported.) You agree to promptly follow and implement any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. CTSI will not be responsible for any problems or issues (including but not limited to System downtime or security-related issues) caused by your failure to promptly follow CTSI's advice or directions. If your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide, in CTSI's discretion, then CTSI may terminate the applicable SOW for cause by providing notice of termination to you, or if feasible, we may remove the offending device or system from coverage under the SOW. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow CTSI's advice or directions, or your unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are not covered under any SOW and will be out-of-scope.
 - f) **Prioritization.** Unless otherwise stated in a SOW, all Services will be performed on a schedule, and in a prioritized manner, as reasonably determined by CTSI, which determination shall consider the urgency of the Service required, the scope of the applicable SOW, and technician availability.
 - g) **Authorized Contact(s).** CTSI will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent ("Authorized Contacts"). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify CTSI of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.
 - h) **Insurance.** If you are supplied with CTSI Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment during the term of the applicable SOW. Upon CTSI's request, you agree to provide proof of insurance to CTSI, including proof of payment of any applicable premiums or other amounts due under the insurance policy.
- 3) **FEES; PAYMENT.** You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay CTSI on an hourly basis pursuant to CTSI's standard hourly rate schedule.
- a) **Schedule.** Unless otherwise stated in a SOW, or on a specific invoice, all undisputed fees will be due and payable at CTSI 30 days after the invoice date.
 - b) **Nonpayment.** Except for fees that are disputed in good faith by you, fees that remain unpaid for more than thirty (30) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. CTSI reserves the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by CTSI. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date of the invoice with the disputed amount, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A reconnect fee may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.
 - c) **Travel.** If CTSI personnel are required to travel outside of the county of the CTSI dispatch location in order to deliver the Services to your requested location(s), we will bill you and you agree to pay, travel related expenses to and from the remote location including but not limited to (i) mileage, (ii) travel time, and (iii) reasonable motel/hotel and meal expense when overnight stay is required (at CTSI discretion.)

- d) **Taxes.** You agree to be responsible for and pay all applicable federal, state, or local taxes on the Services provided by CTSI. If you are, or become, exempt from any such taxes, you agree to provide CTSI with a valid tax exemption certificate recognized by the taxing entity. Upon receipt, CTSI will reverse any exempt taxes which had been billed in the prior 30 days and exempt you from those same taxes going forward as long as the exemption certificate remains valid.
- 4) **ACCESS.** You hereby grant to CTSI the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the System, on a 24x7x365 basis, for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for CTSI to provide Services to the System and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. CTSI shall not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern to any personnel, or that would require extraordinary or non-industry standard efforts to achieve.
- 5) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**
- a) **Hardware / Software Purchased Through CTSI.** Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through CTSI ("Third Party Products") are generally nonrefundable once the applicable Third Party Product is shipped by the product's distributor. (If you desire to return a Third Party Product that has already been shipped, we will attempt to do so in good faith however, we do not warrant or guarantee that a return will always be possible, and you will be responsible for any return or re-stocking fees charged by the product's distributor.) We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided "as is" and without any warranty whatsoever as between CTSI and you (including but not limited to implied warranties).
- b) **Warranty Application.** Notwithstanding any provision to the contrary in this Agreement, any warranty offered and provided directly by CTSI for any product shall be deemed null and void if the applicable product is (i) altered, modified or repaired by persons other than CTSI, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by CTSI; (ii) misused, abused, or not operated in accordance with the specifications of CTSI or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than CTSI or persons approved or designated by CTSI.
- c) **Liability Limitations.** This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement. You acknowledge and agree that CTSI would not enter into this Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to CTSI), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys' fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations and your indemnification obligations described in this Agreement, a responsible party's ("Responsible Party's") aggregate liability to the other party ("Aggrieved Party") for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, "Claims"), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party's actual and direct damages, not to exceed the amount of fees paid by you to CTSI for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party's willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party's liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party's willful or intentional misconduct, or gross negligence.

- 6) **INDEMNIFICATION.** Each party (an "Indemnifying Party") agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to, the Indemnifying Party's breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party's sole cost, and (ii) the Indemnified Party's counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party's prior written consent, which shall not be unreasonably delayed or withheld.
- 7) **TERM; TERMINATION.** This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW shall not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.
- a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is active or in progress. In addition, no party will terminate a SOW without cause prior to the SOW's natural expiration date. Notwithstanding the foregoing, if CTSI decides to cease providing a service to all of its customers generally, then CTSI may terminate an applicable SOW without cause by providing no less than one hundred and twenty (120) days prior written notice to you and, thereafter, you will have no further obligation under the terminated SOW except to pay for fees or costs incurred prior to the date of termination. If you terminate a SOW without cause and without CTSI's consent, then you will be responsible for paying the termination fee described in Section 7(b), below. If no SOW is active or in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.
- b) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If CTSI terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date, then CTSI shall be entitled to receive, and you hereby agree to pay to CTSI,
- i) all amounts that would have been paid to CTSI had this Agreement or SOW (as applicable) remained in effect, and
- ii) all actual, reasonable and documented expenses incurred by CTSI in its preparation and provision of the Services to you, e.g., licensing fees incurred by CTSI, non-mitigatable hard costs, etc.
- iii) If you terminate this Agreement or a SOW for cause, then you will be responsible for paying only for those services that were properly delivered and accepted by you up to the effective date of termination.
- c) *Client Activity As A Basis for Termination.* In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the System or any part of the System which is covered by a CTSI SOW, to malfunction consequently requiring remediation by CTSI on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair or replace the System Malfunction as directed by CTSI (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then CTSI will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at CTSI's discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.
- d) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.

- e) *Equipment / Software Removal.* Upon termination of this Agreement or applicable SOW for any reason, you will provide CTSI with access, during normal business hours, to your premises or any other locations at which CTSI-owned equipment or software (collectively, "CTSI Equipment") is located to enable CTSI to remove all CTSI Equipment from the premises. If you fail or refuse to grant CTSI access as described herein, or if any of the CTSI Equipment is missing, broken or damaged (normal wear and tear excepted) or any of CTSI-supplied software is missing, or you do not allow CTSI access to uninstall CTSI owned software and associated licenses, CTSI will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items and CTSI licenses that you would not allow to be uninstalled.
- f) *Transition; Deletion of Data.* In the event that you request CTSI's assistance to transition away from CTSI's services, CTSI will provide such assistance if (i) all fees due and owing to CTSI are paid to CTSI in full prior to CTSI providing its assistance to you, and (ii) you agree to pay CTSI its then-current hourly rate for such assistance, with up-front amounts to be paid to CTSI as may be required by CTSI. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, CTSI will have no obligation to store or maintain any Client data in CTSI's possession or control beyond fifteen (15) calendar days following the termination of this Agreement.** CTSI will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, CTSI's deletion of your data beyond the time frames described in this Section 7(f).

8) RESPONSE; REPORTING.

- a) *Response.* CTSI warrants and represents that CTSI will provide the Services, and respond to any notification received by CTSI of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which CTSI is required to suspend the Services to protect the security or integrity of your System or CTSI's equipment or network, or (iv) delays caused by a force majeure event.
 - i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by CTSI (with consideration of your System needs) but which will not occur between the hours of 8:00 AM and 5:00 PM CST (or CDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time CTSI will perform scheduled maintenance or adjustments to its network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.
 - ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions ("Client-Side Downtime").
 - iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or "upstream" service or product vendors.
 - iv) Remedies; Limitations. Except for the Onboarding Exception, if CTSI fails to meet its service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit to your next monthly fee in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.
- b) *Onboarding Exception.* You acknowledge and agree that for the first thirty (30) days following the commencement date of a SOW, the Response Time commitments described in the SOW will not apply to CTSI, it being understood that there may be unanticipated downtime or delays due to CTSI's initial startup activities with you (the "Onboarding Exception").

9) CONFIDENTIALITY.

- a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of CTSI, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.
- b) *Use.* We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill CTSI's obligations under this Agreement. If we are required to disclose the Confidential Information to any third party as described in part (ii) of the preceding sentence, then we will ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section 9.
- c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information it receives from you as we normally take to safeguard and preserve its own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.
- d) *Compelled Disclosure.* If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

10) ADDITIONAL TERMS; THIRD PARTY SERVICES.

- a) *EULAs.* Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, CTSI is required to comply with a third-party EULA and the third party EULA is modified or amended, CTSI reserves the right to modify or amend any applicable SOW with you to ensure CTSI's continued compliance with the terms of the third party EULA.
- b) *Third Party Tools & Services.* CTSI is constantly evaluating any number of Third Party Service providers for the best and most effective solution available to augment CTSI services and fulfill CTSI responsibilities to the Client. Therefore, portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers of IT tools, software, services or hardware. Examples of these are data hosting services, SIEM/SOC providers, domain registration services, and offsite backup data storage services ("Third Party Service"). Not all Third Party Services may be expressly identified as such in a SOW, and at all times CTSI reserves the right to utilize the services of any third party tool or service provider or to change third party providers in its sole discretion as long as the change does not diminish the Services to be provided to you under a SOW. CTSI monitors the performance of all utilized Third Party Service providers to ensure proper delivery of Services as promised in all CTSI SOWs and will make prompt adjustments to these Third Party Service providers to properly meet our obligations. However, we will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to CTSI or to you.
- c) *Data Loss.* Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) CTSI's failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, CTSI does not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

- d) **BYOD.** You hereby represent and warrant that CTSI is authorized to access all devices, peripherals and/or computer processing units, including mobile devices (such as notebook computers, smart phones and tablet computers) that are connected to the System, regardless of whether such device(s) are owned, leased or otherwise controlled by you. CTSI will not be obligated to provide the Services to any mobile device or temporarily-connected device unless that obligation is specifically stated in an applicable SOW. Further, unless otherwise stated in a SOW, devices will not receive or benefit from the Services while the devices are detached from, or unconnected to, the System.
- 11) **OWNERSHIP.** Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other Intellectual property owned or licensed by such party ("Intellectual Property"), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party's Intellectual Property to the other party.
- 12) **ARBITRATION.** Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the "Rules"). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in the venue described in Section 13, below. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys' fees and costs.
- 13) **MISCELLANEOUS.**
- a) **Disclosure.** You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. Similarly, you represent that your business is not subject to the provisions of the Federal Acquisition Regulation (FAR), or any similar regulatory acquisition process or procedure. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.
- b) **Assignment.** Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, CTSI may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of CTSI, or any other transaction in which ownership of more than fifty percent (50%) of CTSI's voting securities are transferred; provided, however, that such assignee expressly assumes CTSI's obligations hereunder.
- c) **Amendment.** Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by CTSI, specifically refers to this Agreement, and is accepted in writing by one of your Authorized Contacts.
- d) **Severability.** If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- e) **Other Terms.** CTSI will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless CTSI has expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- f) **No Waiver.** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.

- g) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. CTSI will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
- h) *Force Majeure.* CTSI will not be liable to you for delays or failures to perform CTSI's obligations under this Agreement or any SOW because of circumstances beyond CTSI's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by you, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, or acts of God.
- i) *Non-Solicitation.* Client understands that CTSI has made a significant investment in hiring and training outstanding personnel and likewise, CTSI understands that the Client has done the same for the Client's employees. Therefore, during the term of this Agreement and for a period of one (1) year thereafter, neither party shall employ nor solicit for employment, either directly or indirectly (whether as an employee, independent contractor, consultant or otherwise), any person who is a current employee of the other party or who has been employed by the other party, for a period of one (1) year after last date of employment, unless acceptable to both CTSI and Client. Client and CTSI agree that failure to abide by this section will cause financial damage to the other party, which considering it would be difficult or impracticable to determine, will be agreed as the sole and exclusive remedy therefore, as liquidated damages and not as a penalty, to be an amount equal to seventy-five percent (75%) of all compensation received during the prior 12 months by the person, based on the rate paid by the first party. In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to any of the employees of the other party will be deemed to be a material breach of this Agreement, in which event the damaged party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.
- j) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.
- k) *Insurance.* CTSI and you will each maintain, at each party's own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation (or equivalent), and general liability. We agree to maintain a general liability policy with a limit not less than \$1,000,000 per occurrence. All of the insurance policies described herein will not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the other party by certified mail.
- l) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Texas. You hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in Hockley County, Texas, for any and all claims and causes of action arising from or related to this Agreement.
- m) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- n) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- o) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Lubbock County, Texas, such period will be extended to and through the next succeeding business day in Lubbock County, Texas.



- p) *Notices; Writing Requirement.* Where notice is required to be provided to a party under this Agreement, such notice may be sent by U.S. mail, overnight courier, fax or email as follows: notice will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by fax or email. Notice sent by email will be sufficient only if (i) the sender emails the notice to the last known email address of the recipient, and (ii) the sender includes itself in the "cc" portion of the email and preserves the email until such time that it is acknowledged by the recipient. Notwithstanding the foregoing, any notice from you to CTSI regarding (a) any alleged breach of this Agreement by CTSI, or (b) any request for indemnification, or (c) any notice of termination of this Agreement or any SOW, must be delivered to CTSI either by U.S. mail or fax, unless such requirement is expressly and specifically waived by CTSI. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.
- q) *Independent Contractor.* CTSI is an independent contractor, and is not your employer, employee, partner, or affiliate.
- r) *Subcontractors.* Generally, CTSI does not utilize subcontractors; however, should CTSI elect to subcontract a portion of the Services, CTSI shall guarantee all work performed by any CTSI-designated subcontractor as if CTSI performed the subcontracted work itself.
- s) *Data Access/Storage.* Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. Generally, CTSI utilizes offsite facilities and providers so that this situation is avoided, but it is possible. You agree to notify us, in writing, if your company requires us to modify our standard access or storage procedures.
- t) *Counterparts.* The parties intend to sign and deliver this Agreement and any SOW in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign and deliver this Agreement (or any SOW) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

AGREED AND ACCEPTED:

Date: 5-13-2024

Date: 16/05/24

CLIENT
Hockley County
802 Houston Street
Levelland, TX 79336

CTSI
COMPUTER TRANSITION SERVICES, INC.
3223 S. Loop 289, Suite 556
Lubbock, Texas 79423

By: Sharla Baldrige
Print Name / Position

By: Michael Vaught
Print Name / Position

Sharda Baldrige, Hockley County Judge

Michael Vaught
Chief Revenue Officer

Contact Information for person signing:
(Addr) _____
(City, St Zip) _____
(Phone) _____






6-1-24 Master Service Agreement

Final Audit Report

2024-05-16

Created:	2024-05-16
By:	Zac Fitzgerald (zfitzgerald@ctsinet.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARYOf80mHSdPTuS7mqUaWAYf6dH9wTFaa

"6-1-24 Master Service Agreement" History

-  Document created by Zac Fitzgerald (zfitzgerald@ctsinet.com)
2024-05-16 - 5:35:36 PM GMT
-  Document emailed to Michael Vaught (mvaught@ctsinet.com) for signature
2024-05-16 - 5:35:40 PM GMT
-  Email viewed by Michael Vaught (mvaught@ctsinet.com)
2024-05-16 - 5:37:51 PM GMT
-  Document e-signed by Michael Vaught (mvaught@ctsinet.com)
Signature Date: 2024-05-16 - 5:38:17 PM GMT - Time Source: server
-  Agreement completed.
2024-05-16 - 5:38:17 PM GMT



Rescue

Data Backup Continuity Disaster Recovery (BCDR) Service

A Statement of Work under CTSI's Master Service Agreement

Prepared for:

Hockley County

Version D2022.0 • 4/4/2024

The mission of Computer Transition Services, Inc. is to improve the life and business success of Clients by providing integrated solutions and professional services to meet their technological and organizational needs.



Computer Transition Services, Inc.

3223 S. Loop 289, Suite 556

Lubbock, TX 79423

www.ctsinf.com

Tel: 806-793-8961 Fax: 806-793-8960

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02/08/2022

Statement of Work

This Rescue Data Backup Continuity and Disaster Recovery Statement of Work ("Rescue SOW") is governed under the Master Service Agreement (the "Agreement") between Computer Transition Services, Inc. ("CTSI", "we", "us" or "our"), and Hockley County ("Client", "you" or "your"), the client whose name and authorized signatory appear in the signature block of this Rescue SOW, below.

Scope of Services

The services described below (collectively, "Services") will be provided to you under this Rescue SOW. Services that are not specifically described in this Rescue SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

Transition Services

Transition services are intended to prepare and transition the System (described in the Agreement, and generally, any Client IT device or component involved in this Rescue SOW) for our ongoing Services (described below). Transition services are comprised of:

- Procurement and preparation of CTSI supplied Backup Continuity Disaster Recovery appliance (BCDR) for Client's IT System environment
- Physical installation of the BCDR into the Client's System
- Obtaining administrative access to, and IP addresses for, each Client IT Device covered by this Rescue SOW (see **Managed Equipment/Hardware**) from Client
- Installation of CTSI Supplied BCDR solution software (coordinated with Client) on Client's IT devices covered by this Rescue SOW and initial backup image creation from each onto the BCDR
- Initial replication of client's backup data to the Cloud
- Implementation of ongoing backup schedules of these same Client devices to the BCDR
- Initial test virtualization of each Client server covered by this Rescue SOW

If deficiencies are discovered during the transition services, such as outdated or misconfigured equipment, or access/routing issues, we will bring those issues to your attention and discuss the impact of the deficiencies on the Client and our provision of the Services, in addition to providing you with options to correct the deficiencies.

The Transition Services outlined above will normally span one week for a 2-3 server implementation. Depending on the number of Client IT System devices involved, the amount of data they contain, the Client's IT Infrastructure, and the Client's cooperation in providing CTSI with access to Client systems, the Transition Services could extend to several weeks or more.

Ongoing Services

The following services will begin immediately after the transition services are completed, and will continue during the term of this Rescue SOW.

Standard Services

The Services listed below will be provided to you under this Rescue SOW. All Services are provided during CTSI's normal business hours only.

Service - General	Description
CTSI Provided Backup Continuity Disaster Recovery Device	<ul style="list-style-type: none"> An on-site Network attached Backup Continuity Disaster Recovery appliance (BCDR) is provided by CTSI that serves as local data backup storage and as a temporary local virtual server in the event of the failure of a Client server device covered by this Rescue SOW. This appliance is referred to as the Backup Continuity Disaster Recovery (BCDR). (CTSI retains ownership of this BCDR at all times.) All software and licensing including the Operating System software and the BCDR Solution software installed on this BCDR, is provided by CTSI.
Full Management of BCDR Systems	<ul style="list-style-type: none"> CTSI will be completely responsible for the management and functionality of the BCDR, including the BCDR hardware, firmware updates, operating system and BCDR Software solution updates, and remediation of any failures or problems with the BCDR. In the case of a BCDR component failure, replacements will be provided by CTSI as quickly as reasonably possible. Client will be notified if any failure could prevent backups from occurring for more than 1 business day.
Software License for Client Devices	<ul style="list-style-type: none"> BCDR solution software and associated licenses will be provided by CTSI for every server and workstation covered by this Rescue SOW as indicated in Covered Devices. (These licenses remain the property of CTSI.)
Priority Response	<ul style="list-style-type: none"> Client's restore or virtualization service requests will be prioritized over all non-program client requests.
Secure Offsite Storage	<ul style="list-style-type: none"> Offsite storage (Cloud) of the last daily backup image will be provided at a secure and hardened Data Center within the United States which complies with HIPAA and Statement on Standards for Attestation Engagements (SSAE) standards.
24x7 Monitoring and Automated Notifications	<ul style="list-style-type: none"> Full management of the BCDR events and data integrity of the locally stored backups Monitoring systems will provide automated notifications to CTSI of any hardware, operating system, and backup solution software issues on the BCDR, plus any malfunctions or potential issues with backup jobs from each server or workstation included in this Rescue SOW, and any potential backup file integrity issues for all backup jobs Alerts will be generated to our Ops team on any issues with completing offsite data transfers from the BCDR so they can be resolved promptly.
Triage of Monitoring System Alerts by CTSI Operations Team	<ul style="list-style-type: none"> Weekdays, excluding holidays; (7am-10pm CT) CTSI technical review of critical issue notifications from the BCDR, its software and any backup related problems as noted above.

Service – Backup Data	Description
Backup Frequency	<p>Incremental backups of data stored <u>locally</u> on devices covered by this Rescue SOW (see Covered Devices) are performed by CTSI's BCDR at regular intervals, providing multiple restore points, daily:</p> <ul style="list-style-type: none"> • The incremental backup interval for server and workstation devices covered by this Rescue SOW defaults to every 15 minutes between 5am and 10pm, but is subject to change based on the client's environment and needs. • Offsite backup storage transfer will occur daily for those devices named in Covered Devices below, typically outside of business hours. The offsite transfer duration will be dependent on Client's internet connectivity bandwidth and the amount of changed data. • It is essential that the Client have sufficient internet upload bandwidth to allow the backups to completely transfer offsite overnight. A CTSI representative can help you determine if your current bandwidth is sufficient. Client understands that if the amount of data backed up increases significantly, the Client may need to increase the bandwidth to accommodate this nightly transfer.
Local and Offsite Storage for Backup Data	<ul style="list-style-type: none"> • Based on the Client's disk space used on the Covered Devices at the commencement of this Rescue Managed Service plan and the normal expected growth of the Client's data for the subsequent 3 years, the local BCDR storage and offsite storage requirements have been calculated and factored into this monthly fee.
Backup Data Retention Periods	<p>Backups stored <u>locally on the BCDR</u> - The default retention policy for local backups of Covered Devices stored on the BCDR is listed below:</p> <ul style="list-style-type: none"> • Initial base image of backed up device volumes (at least 1 year) • Consolidated Monthly (1 year) • Consolidated Weekly (1 month) • Consolidated Daily (1 week) • Intra-day incremental backups, based on the frequency selected (7 days) • <u>Backups created more than one year in the past will be purged from the system.</u> <ul style="list-style-type: none"> ○ If Client desires the ability to restore from a backup that is more than one year old, additional hardware will typically be required to store those older backups. The cost of additional hardware and services required to store these older backups are not included in this Rescue SOW and will be billed to the Client in addition to this Rescue SOW's monthly fee. ○ <u>If Client desires retention of backups greater than one year old, Client must communicate this to CTSI in writing at least 30 days before backups are one year old. Client agrees to pay the additional costs to accommodate this request and Client understands that they have to continue in this CTSI Net Rescue plan in order to be able to restore from those backup images.</u> <p>Backups stored <u>offsite in the Cloud</u> - The default retention policy for backups of Covered Devices stored offsite in the Cloud is similar to those stored locally on the BCDR with the exception of Intra-Day incremental backups.</p> <ul style="list-style-type: none"> • No Intra-day incremental backups are stored offsite in the Cloud. Otherwise the same as the retention policy of backups stored locally on the BCDR.
Dynamic Data Transport Management	<ul style="list-style-type: none"> • The offsite data transmission process can easily be configured to minimize bandwidth consumption during business hours or other high availability times. Our BCDR leverages adaptive bandwidth throttling, which allows us to set a limit on outbound bandwidth use based on the time of day and the day of the week.
Secure Backup	<ul style="list-style-type: none"> • Data is encrypted before it leaves Client devices using an encryption key that only we have. • Backup data files are stored in encrypted form on the BCDR. • Backup data transmitted offsite are also encrypted with the same key. • Each file is encrypted using 256-bit AES encryption technology. AES Encrypted data cannot be read without the corresponding key, so encrypted data cannot be misused, even if it's stolen.
Data Compression	<ul style="list-style-type: none"> • During the backup process, before files are encrypted, they are compressed on the BCDR using state-of-the-art compression technology. This

	<p>compression ensures that the time it takes to do backups is shorter because each file is significantly smaller and less storage space is required on the BCDR and offsite.</p> <ul style="list-style-type: none"> Data compression of the backup images also reduces the time and bandwidth required to duplicate the backup images to the offsite storage.
Routine Integrity Testing	<ul style="list-style-type: none"> All incremental backups have their integrity confirmed as the image files are saved throughout the day via a checksum mechanism. Every day, the last backup image of each volume is recreated virtually on the BCDR and a virtual version of the server is booted up. An Advanced Screenshot Verification process executes and verifies successful boot up of the virtual image, thus verifying recovery points created by the BCDR and ensuring that the backup will boot and restore successfully. A specific Application and Service Verification process can also be configured upon request. A built-in Ransomware Detection feature identifies a ransomware attack and assists with systems roll back to a point in time before the attack hit. Periodically, a CTSI technician manually mounts the backup image of every client server volume protected by this Rescue SOW, just as confirmation that automated integrity systems are performing properly.
Security – Ownership of Backup Data	<ul style="list-style-type: none"> The encrypted backup data being stored on the BCDR and at the Offsite Cloud location remains the sole property of the Client. If the Client chooses to terminate services, CTSI will assist the Client in the orderly termination of services. If requested by Client, the cost of any products or services provided by CTSI during this transition are not included in this Rescue SOW and will be billed to the client at the time services are provided.

Service – Restore Data	Description
File and Folder Data Restore Services	<ul style="list-style-type: none"> As needed restoration of individual files and folders on Client IT Devices, during business hours, which are protected by this Rescue SOW. Point-In-Time Rollback (Rapid Rollback) support is included for Covered Devices.
Email Restore Services for on premise Microsoft Exchange Servers	<ul style="list-style-type: none"> If Client uses an on premise (local) Microsoft Exchange server and it is included in this Rescue SOW, individual email messages, calendar entries or entire mailboxes can be restored as needed from the backups made of the Exchange database(s) on the covered Server.
Recovery Time Objective	<ul style="list-style-type: none"> CTSI will log all restore requests from the Client. CTSI will attempt to resolve all restore requests or any access, backup or retrieval problems related to backups ASAP but regardless within one business day of the request. CTSI can restore individual files, file folder(s), an entire data volume, and if this Rescue SOW includes a local Exchange server, email, calendar entries or an entire mailbox from that Exchange server, as needed. The amount of time to restore data is dictated by the amount of data to be restored (from just a few minutes to several hours in extreme cases.) Please email your request to help@ctsinet.com or call our help desk for assistance at 800-793-8961 or 800-687-2874 (and choose option 3), or submit a request through our Customer Portal at https://connect.ctsinet.com/support. Always indicate the urgency of your situation.
Recovery from Failed Server or Workstations	<ul style="list-style-type: none"> In the event of a catastrophe where a Client Server named in Covered Devices falls, the services to restore data from a backup to the repaired server or similar replacement server are included in this Rescue SOW. <ul style="list-style-type: none"> If the replacement server is significantly different from the original (at CTSI's discretion), additional charges to restore data may apply. If workstations are covered by this Rescue SOW according to Covered Devices, services to perform data restoration of files and folders that were backed up from those covered workstations are included in this Rescue SOW. <ul style="list-style-type: none"> If the replacement workstation is significantly different from the original (at CTSI's discretion), additional charges to restore data may apply.



	<ul style="list-style-type: none"> Charges for any hardware, software and/or services to prepare and install replacement device(s), are not included in this Rescue SOW and will be billed to the client separately as an equipment replacement project. The BCDR with backup data can also be used to perform a bare metal restore to dissimilar hardware which means that when the Client acquires a replacement for a covered device, the BCDR data can be used to restore the most current data to the new device hardware without having to install and configure the device's operating system or other software. Additional costs may be required for this service if the replacement device is significantly different from the original (at CTSI's discretion). The BCDR with backup data can be used to export system images in VMDK, VHD, or VHDX format directly to supported hypervisors.
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Service – Business Continuity	Description
Instant On-Device Virtualization	<ul style="list-style-type: none"> Instant On-Device Virtualization allows a protected system listed in Covered Devices to be virtualized and hosted locally on the BCDR appliance. Note that this feature is limited by the software and hardware capabilities of the local BCDR and may only support simultaneous virtualization of a small subset of Covered Devices.
Instant Cloud Virtualization	<ul style="list-style-type: none"> Instant Cloud Virtualization allows one or more of the protected systems listed in Covered Devices to be virtualized and hosted remotely in the off-site cloud datacenter in the event that the local BCDR is lost, unavailable, or lacks the capacity to simultaneously virtualize all Covered Devices needed. (Performance of Client Devices virtualized in the Cloud will be dependent on client's Internet bandwidth.)
Virtualize To Hypervisor	<ul style="list-style-type: none"> The BCDR supports direct backup restoration and recovery of systems protected by the BCDR to supported hypervisors.

Managed Equipment / Hardware

The Services will be provided for the following equipment / hardware ("Covered Devices"):

The Services will be provided as indicated in this Rescue SOW to those devices listed in **Covered Devices**, below. At the commencement of this Rescue SOW the number of Servers being protected by this Rescue SOW has been determined to be **10**. The initial number of Client Workstations (including Laptops) being protected by this Rescue SOW is **0**. As the number of included Client Servers and/or Client Workstations or Laptops increases or decreases, the Client's monthly fee will change (see "Assumptions / Minimum Requirements / Exclusions").

Initial quantities:

- Covered Windows Servers **10**
- Covered Workstations/Laptops **0**

Covered Devices

Client Windows Servers and Windows Workstations/Laptops listed by name below are covered by this Rescue SOW once the **Transition Services** have been completed. (Workstations/Laptops must be connected to the Client's network and powered on in order for the workstation backup processes to occur.)

Client Devices being backed up via this Rescue SOW

- HCSO-FS1 (Server)
- HCSO-DC1-VM (Server)
- HSCO-DC2-VM (Server)
- HCSO-IOAPP-VM (Server)
- HCSO-IOSQL-VM (Server)
- DLWEB1 (Server)
- HC-AISBAPP-VM (Server)
- HC-AISBWEB-VM (Server)
- HC-DC1-VM (Server)
- HC-DC2-VM (Server)
- HC-DLAPP-VM (Server)
- HC-DLOCR-VM (Server)
- HCDLSQL-VM (Server)
- HC-DMS-VM (Server)
- HC-KoFile01-VM (Server)
- HC-Mallet-VM (Server)
- HC-EventPro-VM (Server)
- hc-fs1 (Server)

Changes in IT Systems

Client agrees that changes to any of the quantities for items listed above may impact the monthly fee for the Services provided in this Rescue SOW in subsequent monthly invoices. CTSI will automatically adjust the monthly fee for the Services in this Rescue SOW for changes to the servers or workstations, as indicated in **Fees: Changes to Monthly Fee Due to Client Changes**.

Term; Termination

The Services will commence, and billing will begin, on the date on which the majority of Services are implemented and operational ("Commencement Date".) The target Commencement Date has been set to **June 1, 2024.**

Please note, due to fluctuations in market pricing and to meet the target Commencement Date for implementation, that CTSI must receive your signed version of this Rescue SOW by **May 20, 2024.** We reserve the right to adjust the pricing and/or the "Commencement Date" noted above if CTSI has not received your signed version of this Rescue SOW by **May 20, 2024.**

Duration; Term

No Term is defined for this Rescue SOW, but it is designed to serve the Client for at least one year from the Commencement Date. Client and CTSI agree that this Rescue SOW will begin on the Commencement Date and continue indefinitely until terminated as described below.

Termination Due to Replacement

If Client and CTSI enter into a new statement of work designed to replace this Rescue SOW, then this Rescue SOW will be replaced and therefore terminated by the replacement SOW as of the commencement date of that replacement SOW.

Termination by Client

- If Client desires to terminate this Rescue SOW for any reason, Client agrees to provide CTSI with advance written notice requesting termination of this Rescue SOW. The written notice requesting termination must be received by CTSI at least 60 days prior to the desired Rescue SOW termination date.
- Client agrees to be responsible for payment of the Rescue SOW monthly fees, any other agreed upon services provided by CTSI, and all reimbursable costs incurred on Client's behalf by CTSI up to the date of termination.
- Client agrees to be responsible for the remaining balance of any subscription-based products and services contracted by CTSI on behalf of the client. Some of the products and services which are incorporated into this SOW for the benefit of Client, or that have been requested by the client, may be purchased for Client by CTSI using subscriptions. Some of these subscriptions may have longer than monthly terms.
 - Should Client desire to terminate services, CTSI will use its best efforts to cancel or reallocate the balance of the unused term of any such subscription-based products and services.
 - Client agrees to pay the balance of any subscription-based products and services which have been obtained by CTSI for the benefit of the Client, and which cannot be cancelled or reallocated by CTSI consistent with Client's service termination date, and Client understands that CTSI will invoice Client for this amount upon termination of services. (CTSI can provide Client with this dollar amount upon request, based on the client's anticipated termination date.)
- There being no defined Term or Expiration Date associated with this Rescue SOW, Client will not be responsible for any further "expected" amounts related to this Rescue SOW other than those items noted in this "Termination by Client" section.
- For the purposes of clarity, you and we agree that the terms of this section ("Termination By Client") overrules any directly conflicting terms on the Master Service Agreement. All remaining paragraphs of the **Master Service Agreement** section **Term; Termination** remain in force and unaffected by this Rescue SOW.

Termination by CTSI

This Rescue SOW may be terminated by CTSI upon sixty (60) days written notice to the Client.

Termination Considerations

Client understands that this Rescue SOW provides for several layers of protection for the Client's IT system data. Therefore Client will be assuming all responsibilities associated with the replacement of these protection systems if this SOW is terminated. These protections include:

- Ongoing, incremental backups of data from devices listed in **Covered Devices**
- Services to restore data from backups as needed

- Virtualization of failed Client **Covered Devices**, if necessary
- Monitoring and management of the backup device(s), backup jobs, maintenance routines and validation processes
- Automatic, encrypted daily offsite (Cloud) storage of backup data and management of that data
- CTSI provided applications, software licenses and hardware devices utilized by the backup applications

Upon Termination of this Rescue SOW

- Client agrees to provide reasonable access to Client's systems by CTSI for the purpose of removing and uninstalling any software and hardware owned by CTSI which is associated with this Rescue SOW.
- If requested, CTSI will assist Client in the orderly transition of services. Client agrees to pay CTSI for these services based on CTSI's applicable standard hourly rates.

Assumptions / Minimum Requirements / Exclusions

Assumptions

The scheduling, fees and provision of the Services are based upon the following:

- **Service outside of CTSI Normal Business Hours**

Services provided by CTSI outside of CTSI's Normal Business Hours are not covered by this Rescue SOW and will be billed to Client separately; provided, however, that all such services are subject to technician availability and CTSI's approval. (See **Schedule A, Additional Provisions** for details of CTSI Normal Business Hours.)

- **Passwords**

Client acknowledges that CTSI must have administrative access to any and all Client systems and resources involved in this Rescue SOW to perform its duties. As such, CTSI must have administrative access to the Client's Windows Active Directory, Servers and Workstations involved and may need various Client user IDs and passwords from time to time during performance of restore processes. Client understands that the backup data will always be encrypted and not accessible to anyone other than CTSI (who retains the encryption password.)

- **Simultaneous Virtualization of All Covered Servers May Not Be Possible**

Client acknowledges that to maintain a reasonable cost and to accommodate the great majority of recovery situations, that this Rescue SOW does not allow for virtualizing more than five (5) Client servers per BCDR Device (typically) at the same time. 2 BCDR Device(s) has(have) been provisioned in this Rescue SOW. To prepare for the potential of a true facility disaster that impacts more than a few covered Client servers per BCDR, Client must consider priorities in terms of which servers would need to be virtualized first and the functionality of Client systems with just those servers being operational. CTSI can redesign this Rescue Plan to accommodate the simultaneous virtualization of all Client servers, if desired, but this will require more equipment, a new Rescue SOW and an increased monthly fee

Minimum Requirements

The minimum requirements listed below must be maintained by Client at all times. Services required to bring Client's System(s) up to these standards are not included in this Rescue SOW and will be billed to Client separately.

- 1 GB (minimum) network connection between the BCDR and the Client Device(s) it will be backing up is required in order for the backup processes to complete in a timely manner and to reduce the amount of time to restore large amounts of data.
- Adequate Internet Access bandwidth to allow for the daily transfer of the last backup image of the day to be transmitted offsite (Cloud). Client is responsible for engaging at least one Internet Service Provider for each location needing IT connectivity to the Internet. This ISP must provide stable service and adequate bandwidth. (CTSI has no control over ISPs, but can provide input to Client on our experience with ISPs serving the Client's location.)
- BCDR must be located in a facility with normal air conditioning and power sources.
- One or more network connections can be required for each BCDR, depending on the BCDR utilized
- Participation is required in one of CTSI's IT Management programs (Assurance, Infrastructure Assurance, Protect, Watch-IT) so that CTSI connectivity and monitoring of the BCDR will be available
- Devices being backed up by this Rescue SOW must consist of versions of hardware, software and Windows operating system that are all currently supported by their manufacturers, and must be accessible from the BCDR in order for the backup processes to complete.
- Client Devices being backed up to the BCDR must be powered on and connected to the Client's LAN where the BCDR is located, in order for the backups to occur.

Exclusions

Services that are not expressly described in this Rescue SOW will be out of scope and will not be provided to Client unless otherwise agreed to in writing by CTSI. Without limiting the foregoing, the following services are expressly excluded under this Rescue SOW, and if required to be performed, must be agreed upon by CTSI in writing:

- Backup protection for any "Cloud" data used by the Client, such as Microsoft Office365, DropBox, OneDrive, etc.
- The BCDR hardware replacement cost and the cost associated with hardware repairs or replacement due to damage, loss or destruction while at Client's location.
- This Backup Continuity Disaster Recovery service is not available for devices running on a version of Microsoft Windows Operating System that is not supported by Microsoft. (For example, Microsoft support for Windows Server 2008 ended in January 2020.)
- Windows devices that routinely store large amounts of video data (such as video security systems) may not be suitable for this service due to the very large amounts of data changing frequently as video files are saved or modified. Ask CTSI, if this is a concern.
- To reduce the cost of offsite backups and backup data transport traffic from unnecessary backup data, a separate drive partition is typically created on source server(s) and used to store files which do not need to be backed up. The contents of this partition are specifically EXCLUDED from the backup process. Files stored on this partition may include items such as temporary files, downloaded programs which do not need to be backed up, or internal application routine backups such as SQL Server backups of databases, etc. This partition is appropriately labeled and should ONLY be used for files which do not need to be backed up.

Loaned Equipment

The Client agrees that the BCDR(s) deployed by CTSI to the Client's location(s), which are used in the execution of this Rescue SOW, shall remain the property of CTSI. The BCDR(s) must be returned to CTSI when requested.

The combined total replacement price of all equipment belonging to CTSI which is located at the Client site(s) is \$19,136.00, plus applicable sales tax. If CTSI equipment located at the Client site (the BCDR(s)) is lost, damaged, or destroyed, the client agrees to pay CTSI for repairs or replacement (at CTSI discretion) plus applicable sales tax, for that specific equipment.

Access to Equipment and Facilities

The Client understands that CTSI may need to utilize certain items of Client's equipment and may require access to certain Client facilities. Client will grant authority for CTSI to access Client's facility and equipment so that CTSI can fulfill its obligations under this Rescue SOW. Facility access may be denied by Client for any reason at any time. However, if CTSI is not allowed access to Client's facilities or equipment, Client could be putting its own backup data continuity and disaster recovery solution at risk. Client understands that if it prevents CTSI's physical access to its equipment or facilities and CTSI's BCDR, Client will continue to pay the monthly fee for this Rescue SOW until such time as it returns CTSI's equipment and software to CTSI's offices, even if this Rescue SOW is subsequently terminated.

Service Levels

We will respond to restore or virtualization requests or interruptions in the provision of the Services as soon as possible but within in the timeframe(s) described below. Severity levels will be determined by CTSI in our reasonable discretion based on our understanding of the Trouble/Severity caused by the need for the restore or virtualization process to be completed. All Services provided by this Rescue SOW will be started remotely when feasible, but CTSI will provide onsite service if remote efforts are ineffective (at CTSI discretion.) (Travel time and mileage to locations outside of the county of the CTSI dispatch location are not covered by this SOW.)

Trouble / Severity	Rescue Backup Continually Disaster Recovery SOW	A La Carte / Services not Covered by this Rescue SOW
Critical problem: Service not available (all users and functions unavailable)	Restore efforts will begin within one (1) business hour after notification. *	Response within two (2) hours
Significant degradation of service (large number of users or business critical functions affected)	Restore efforts will begin within two (2) business hours after notification. *	Response within four (4) hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	Restore efforts will begin within eight (8) business hours after notification. *	Best efforts.
Small service degradation (business process can continue, one user affected).	Restore efforts will begin within two (2) business days after notification. *	Best efforts.

* All time frames are calculated as of the time that CTSI is notified of the restore or virtualization request by Client through CTSI's designated support contact methods listed here:

- Via email to Help@ctsinet.com (monitored during business hours)
- Online by creating a service request on our Managed Services Customer Portal website at <https://connect.ctsinet.com/support> (monitored during business hours)
- Talking to a CTSI Dispatcher or Help Desk technician via telephone by calling our Technical Support Help Desk at 806-793-8961 (or 800-687-2874) and choosing the technical support option
- For support outside of CTSI Business Hours, calling the above number will connect you to CTSI's After-Hours paging service who will page the On-Call technician to return your call. Client understands that support services provided outside of CTSI Business Hours are not covered by this Rescue SOW.

Notifications received in any manner other than described herein may result in a delay in the provision of requested restore or virtualization services. Services provided outside of our normal CTSI Business hours will be billed to Client at the CTSI applicable hourly rate for the services involved. Client understands that leaving voice messages or sending email directly to individual technical support members at CTSI is discouraged because this may delay the resolution of the request.

Fees

The **monthly fee** for participation in this Rescue SOW will be \$ 3,642.50 plus applicable tax, Invoiced to Client in advance. This monthly fee is subject to change if Client changes the IT Systems covered by this Rescue SOW (see **Changes to Monthly Fee Due to Client Changes**) and is also subject to an annual increase (see **Annual Increase to Monthly Fee.**)

Client agrees to pay a **one-time Implementation Fee** of (WAIVED) plus applicable tax. This one-time fee will be invoiced in advance, after this executed SOW is received by CTSI. (This one-time implementation fee includes fees for implementation travel time and mileage, if applicable.)

The prices for the Services indicated in this Statement of Work are based on Client making payments to CTSI by check or via the CTSI Payment Portal (<https://www.ctsinet.com/billing>). Other payment methods are available upon request, but may increase the price for Services.

Changes to Monthly Fee Due to Client Changes

The monthly fee for this Rescue SOW is based on the quantity of covered Client System devices and the amount of data they contain as this Rescue SOW is commenced (see **Initial Quantities** under **Managed Equipment / Hardware / Software**.) When Client makes changes to the number of devices covered by this Rescue SOW, or significantly changes the amount of data stored on any of those Covered Devices, these changes can impact CTSI's responsibilities as dictated in this Rescue SOW. Client understands that changes either in the quantity of Client Servers or Workstations covered by this Rescue SOW or in the amount of data on those devices can trigger a change the monthly fee for this Rescue SOW.

If the monthly fee for this Rescue SOW increases due to changes in Client Systems covered by this Rescue SOW by more than 10%, CTSI will provide 30 days advance notice to the Client of the increase.

Should the Client add servers, workstations, or make a significant change in how they utilize their IT systems, the disk space used on the Client servers could grow significantly rendering the initial BCDR storage and/or the amount of secured offsite storage space inadequate. Client understands that these changes could also impact the Internet bandwidth required to transmit the daily backup information offsite.

- o Any of these Client changes could result in increased backup storage requirements for both local and Offsite backups and therefore an increased monthly fee from that date forward, associated with this Rescue SOW.
- o Client agrees to contact CTSI at least 30 days in advance of any planned change to their Systems such as those indicated above. This will allow CTSI to determine if any change in the BCDR, secured offsite storage, or to the Client's Internet bandwidth will be required so that these adjustments can be managed prior to their need.

Annual Increase to Monthly Fee

This Rescue SOW includes an automatic annual rate increase in the monthly fee billed to the Client for the services defined in the Rescue SOW. The monthly fee increase will occur once each year on the anniversary of this Rescue SOW Commencement Date. The increased fee will become the new monthly Rescue SOW fee billed during the 12 months following the anniversary of this Rescue SOW's start date, adjusted by any other Client changes to IT Systems impacting CTSI responsibilities in this Rescue SOW during that year.

The annual increase in the monthly fee for this Rescue SOW will be based on the monthly amount billed for this Rescue SOW just prior to the SOW's anniversary.

To illustrate, the first annual increase will occur one year from the commencement of this Rescue SOW. Beginning in the 13th month of the Rescue SOW, presuming no changes have occurred in Coverage during the first year, the monthly fee for this Rescue SOW will increase beginning in the 2nd year by \$ 145.70 for a new monthly amount of \$ 3,788.20 plus applicable tax.

If changes in Coverage have occurred during the preceding year, the annual increase will be adjusted proportionately, reflecting those changes. This monthly fee will be increased every year by the same percentage on the anniversary of this Rescue SOW.

Additional Terms

Additional terms, are attached as Schedule A to this Rescue SOW.

Locations Covered by Services

The Services will be provided to the Client on devices at the following location(s):

Primary Location: **Hockley County**
802 Houston Street
Levelland, TX 79336

Additional Location Name	Location Details
Name: <u>Hockley County</u> <u>Sheriff's Department</u>	Address: <u>1310 Avenue H</u> <u>Levelland TX 79336</u>
Name:	Address:
Name:	Address:

(If more Locations need to be listed, please attach additional pages to this Rescue SOW)

Acceptance of this Rescue Data Backup Continuity and Disaster Recovery SOW

Client <i>Hockley County</i>	CTSI <i>Computer Transition Services, Inc.</i>
Date: <u>5-13-2024</u>	Date: 16/05/24
Signature: <u>Sharla Baldrige</u>	Signature: <u>Michael Vaught</u>
Print Name / Position: <u>Sharla Baldrige</u> <u>Hockley County Judge</u>	Print Name/Position: Michael Vaught Chief Revenue Officer

SCHEDULE A

Additional Provisions

CTSI Normal Business Hours

Normal Business Hours are defined as the hours of 8:00 am – 5:00 pm, Central Time, Monday through Friday, excluding holidays as observed by CTSI. The holidays observed by CTSI are:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

CTSI Service Rates

Standard Hourly Rates

As this document was prepared, the standard hourly rates associated with CTSI support roles for service provided during CTSI's normal business hours vary from \$75 to \$199. These rates are subject to change. The standard hourly rates are used to bill the Client for services provided which are not covered by this Rescue SOW.

Every CTSI employee providing IT support services is assigned to one of more than a dozen support roles. The support role of the person providing services is what determines the standard hourly rate for the services provided. Each of these support roles have education, certification and experience requirements which must be completed before a person is eligible to work in that role. As our staff increase their education and certification levels, by completing training and certification exams provided by our manufacturing partners, the person may move into a higher level support role at CTSI. This can impact the hourly rate used for the person's support services from that point forward. We work diligently to balance providing a prompt response from CTSI with a person in an appropriate support role, to minimize the client's support costs for work not covered by this Rescue SOW.

After Hours Services

- All services provided to Client outside of CTSI's Normal Business Hours as indicated below will be billed at 1.5 times CTSI's Standard Hourly Rates
- These After Hours Services will be billed in addition to the monthly Rescue SOW fees.
- After Hours rates apply:
 - Monday – Friday except holidays: 5pm to midnight and 6am to 8am
 - Saturday: 6am to midnight

Premium After-Hours Services

- All services provided to Client outside of CTSI's Normal Business Hours and CTSI's After Hours times are considered Premium After Hours services and will be billed at 2 times CTSI's Standard Hourly Rates.
- These Premium After Hours Services will be billed in addition to the monthly Rescue SOW fees.
- Premium After Hours rates apply:
 - Monday – Saturday: midnight to 6am
 - Holidays: All Times
 - Sunday: All Times

Travel

- Travel and mileage charges to locations outside of the county of the CTSI dispatch location are not covered by this SOW.
- When travel outside of the county of the CTSI dispatch location is required in order to provide services to the Client, the Client will be billed at ½ the Standard, After Hours, or Premium After Hours rates as applicable for all travel time plus mileage at the current federal mileage rate for travel both to and from the place of service and CTSI's dispatch location.

Modification of System

The Services rely upon physical and virtual configurations of the System as known to, and (if applicable) determined by, CTSI. Changes made to the System without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services. Client agrees to refrain from moving, modifying, or otherwise altering any portion of the Covered Devices without our prior knowledge and consent. For the purposes of Illustration, Client shall not add or remove hardware from the Covered Devices, or modify them without CTSI's prior knowledge. In addition, Client shall not add or remove hardware or software, or modify in any way, or attempt to relocate, or disconnect, or power down the BCDR since it is the property of CTSI and any changes to this device may impact the ability of CTSI to provide the services agreed to as stated in this Rescue SOW.

Data Replication

Client understands that the Client's data on Covered Devices is periodically (every few minutes) being replicated to a local BCDR provided by CTSI, and is also replicated daily from the BCDR to a geographically distant (Offsite) location. The rate at which the data from the Client's site(s) can be replicated to the Offsite location will vary depending on the amount and type of data, constraints inherent in Client System, and fluctuations in bandwidth availability. Therefore, at any given time the Offsite location's replicated data may not be completely up to date. CTSI has provisioned this Rescue SOW with the Client's Internet bandwidth provisioned as of the Commencement Date of this Rescue SOW to allow for this daily replication. Client understands that in the event of a failure of a Client's device (the source of data), the data that has not yet completed the transfer from the Client's device to the local BCDR will be lost. The amount of data lost in this instance will typically be changes made within the last few minutes prior to failure of the Client's device and is based on the backup frequency. In addition, if both the Client's device and the local BCDR are unavailable (as in a local disaster), the data that has not yet completed the transfer from the BCDR to the Offsite location will be lost. The amount of potential data loss in a disaster affecting both the Client's device and the BCDR would be expected to be no more than 24 hours of changes, since client's data is normally replicated daily from the BCDR to the Offsite location. If the Client is having issues with its Internet connectivity or bandwidth, then the amount of data loss in this type of disaster could be greater than 24 hours. The Client's Internet connectivity and bandwidth available for this daily replication is very important to minimize the potential amount of data loss in the case of a disaster. CTSI can provide Client with some guidelines on latency times based on its understanding of Client's data and system constraints, but these guidelines are not guarantees.

Patch Management

CTSI shall keep the BCDR equipment and operating system software current with critical patches and updates ("Patches"), generally as such Patches are released by the manufacturers of the applicable hardware or software and are approved by CTSI. CTSI reserves the right, but not the obligation, to refrain from installing a Patch if CTSI is aware of potential technical problems caused by a Patch, or believes that a Patch may render the BCDR unstable.

Unsupported Configuration Elements or Services

If Client requests a configuration element (hardware or software) in a manner that is not customary at CTSI, or that is in "end of life" or "end of support" status, CTSI may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). CTSI makes no representation or warranty whatsoever regarding any Unsupported Service, and Client agrees that CTSI will not be liable to Client for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.






6-1-24 Rescue Agreement

Final Audit Report

2024-05-16

Created:	2024-05-16
By:	Zac Fitzgerald (zfitzgerald@ctsinet.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7OB1Lv_INIQVBfbSLg4bxpVO_UIKbJHr

"6-1-24 Rescue Agreement" History

-  Document created by Zac Fitzgerald (zfitzgerald@ctsinet.com)
2024-05-16 - 5:37:33 PM GMT
-  Document emailed to Michael Vaught (mvaught@ctsinet.com) for signature
2024-05-16 - 5:37:46 PM GMT
-  Email viewed by Michael Vaught (mvaught@ctsinet.com)
2024-05-16 - 5:38:24 PM GMT
-  Document e-signed by Michael Vaught (mvaught@ctsinet.com)
Signature Date: 2024-05-16 - 5:38:46 PM GMT - Time Source: server
-  Agreement completed.
2024-05-16 - 5:38:46 PM GMT



Assurance with Cyber Defense

A Statement of Work under CTSI's Master Service Agreement

Prepared for:

Hockley County

Version 2022.0 • 5/17/2024

The mission of Computer Transition Services, Inc. is to improve the life and business success of Clients by providing integrated solutions and professional services to meet their technological and organizational needs.

Computer Transition Services, Inc.

3223 S. Loop 289, Suite 558

Lubbock, TX 79423

www.ctsinet.com

Tel: 806-793-8961 Fax: 806-793-8968

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02/08/2022

Statement of Work

This Assurance with Cyber Defense Statement of Work ("SOW") is governed under the Master Service Agreement (the "Agreement") between Computer Transition Services, Inc. ("CTSI", "we", "us" or "our"), and Hockley County, the client whose name and authorized signatory appear in the signature block of this SOW ("Client", "you" or "your"), below.

Scope of Services

The services described below (collectively, "Services") will be provided to you under this SOW. Services that are not specifically described in this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

Transition Services

Transition services are intended to prepare and transition the System for our ongoing services (described below). Transition services are comprised of:

- Initial audit to determine System readiness and functional capability
- Audit of current vendor service / warranty agreements for System hardware and software
- Remediate issues (if any) discovered in assessment phase
- Any changes to firewall device in preparation for firewall and security-related services
- Installation and configuration of on premise probe computer into Client's local area network (LAN) used for ongoing device management and monitoring, remote access to Client systems, and various security related tools

If deficiencies are discovered during the transition services, such as outdated or misconfigured equipment, or unlicensed software, we will bring those issues to your attention and discuss the impact of the deficiencies on the Client and our provision of the Services, in addition to providing you with options to correct the deficiencies.

Ongoing Services

The following services will begin immediately after the transition services are completed, and will continue during the term of this SOW.

Standard Services

The Services listed below will be provided to you under this SOW. All Services are provided during CTSI's normal business hours only.

Service - General	Description
Customer Portal	• 24x7 access to CTSI's service request management website.
Client Access to Monitoring Systems	• Client login to CTSI's monitoring systems for access to Status, Alerts, History and Reporting on Client Covered Devices, if desired
Priority Response	• Client's service requests will be prioritized over all non-program client requests.
Designated CTSI Account Manager & Assigned Team	• We assign a designated CTSI technical account manager and a specific support team to Client's account to help ensure optimum performance and effective virtual IT management services.
Onsite Host Computer with Virtual Server	• CTSI-installed computer that provides for 24x7 collection of availability and performance data for Covered Devices plus monitoring and security tool licenses for Covered Devices, as required.
Remediation Support Services (onsite and remote)	• Remediation support services provided for all Client IT Users and Covered Devices.



<p>Replacement Installation Services</p>	<ul style="list-style-type: none"> We will provide the labor to install new equipment acquired through CTSI that replaces existing Covered Devices. Please note: <ul style="list-style-type: none"> Shipping and travel expenses, if any, are not covered. Additional charges may apply if the replacement equipment is materially different from what is being replaced (such as firewalls from different manufacturers). If the replaced equipment is not removed (i.e., if it is re-provisioned back into the Client's System) this increases CTSI's responsibilities as an additional device covered by this SOW and the associated monthly fee may increase. Services to re-deploy replaced equipment are not covered by this SOW and will be billed to Client at the then-current CTSI Hourly Rates.
<p>Automated Email/Text Notifications</p>	<ul style="list-style-type: none"> Alerts for System issues detected, can be emailed or sent by text to Client, at Client's discretion. (Client needs to call CTSI after-hours answering service if remediation service is desired outside of CTSI's normal business hours.)
<p>Triage of Monitoring System Alerts by CTSI Technical Support Staff</p>	<ul style="list-style-type: none"> Weekdays, excluding holidays: (7am-10pm C.T.) CTSI technical support review of critical issue notifications (based on availability from covered device) and client contact (if desired) with recommended action. (After-Hours rates apply on remediation services provided outside of CTSI's normal business hours.) Weekends and holidays: (8am-10pm C.T.) CTSI technical support review of critical issue notifications (based on availability from the covered device) and client contact (if desired) with recommended action. (After-Hours rates apply on remediation services provided outside of CTSI's normal business hours.)

Service - Security	Description
<p>24x7x365 Security Monitoring</p>	<ul style="list-style-type: none"> Monitoring of all Endpoint Protection (including virus/malware activity) on all Covered Devices, as well as device availability and performance.
<p>Advanced Email Protection</p>	<ul style="list-style-type: none"> Inbound and outbound mail filtering, signature based antivirus, data loss prevention (DLP) filtering, URL defense, social media protection, on-demand email encryption, 30 days of emergency inbox, and instant replay.
<p>Endpoint Security and Protection Platform</p>	<ul style="list-style-type: none"> Deployment, licensing, and monitoring of next generation, real-time, cloud-based endpoint security solution for Windows servers and workstations which prevents, detects, and responds to advanced cyber threats. Provides prevention and detection of attacks across all major vectors, rapid elimination of threats with fully automated, policy-driven response capabilities, and complete visibility into the endpoint environment with full-context, real-time forensics.
<p>Weekly Vulnerability Scan for Windows-based Devices</p>	<ul style="list-style-type: none"> Includes weekly internal automated security scans of Microsoft Windows-based devices that identify anomalies and threats that are prioritized by threat level and severity and reported in a weekly summary email.
<p>Daily Detection & Policy Monitoring</p>	<ul style="list-style-type: none"> Software appliance-driven service managed by CTSI that uses a unique combination of machine learning and intelligent tagging to identify suspicious anomalies, suspicious activity, changes and threats behind the business firewall(s) to identify and expose real and potential vulnerabilities inside the network.
<p>URL Protection</p>	<ul style="list-style-type: none"> Deployment, licensing, and management of security tools used in protecting the network from rogue or malicious websites (Cisco Umbrella.)
<p>Network Access Control & Port Security</p>	<ul style="list-style-type: none"> Provides centralized Authentication, Authorization, and Accounting (AAA) for wireless, remote access, virtual private network (VPN) connections, and networking equipment.
<p>Server Patch Management</p>	<ul style="list-style-type: none"> Daily monitoring for outstanding CTSI approved Microsoft Windows Server Operating System, Exchange Server, SQL Server, and MS Office "important" updates and service packs. At least weekly installation of CTSI-approved Microsoft Windows Server Operating System, Exchange Server, SQL Server, and Office updates classified as "important" service packs based on CTSI review of potential issues, urgency of issues being corrected, and potential disruption during installation.
<p>Virtualization Host and SAN Patch Management</p>	<ul style="list-style-type: none"> Periodic review of Host and SAN systems for potential updates and installation of same, when recommended by CTSI.

Workstation/Laptop Patch Management	<ul style="list-style-type: none"> Daily monitoring for, and at least weekly installation of, CTSI-approved MS Windows Operating System and MS Office important updates, service packs, and critical updates on selected products for covered workstations and laptops.
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Service – Fully Covered Server	Description
Remediation Services	<ul style="list-style-type: none"> Remediation services provided for all servers included under Covered Devices.
Monitoring Services (daily, recurring)	<ul style="list-style-type: none"> 24x7x365 monitoring of: <ul style="list-style-type: none"> Server availability Physical and virtual memory utilization on server Server's disk storage: disk(s) status, available space and utilization Server processor(s) utilization for performance limits Event logs for errors on servers HP and Dell server hardware; fans, drives, processors, temps, power, etc. Critical business-specific server services for operational status (Citrix, Exchange, Terminal Server, SQL Server, Internet Information Service, etc.) Windows Active Directory on server Email system availability when hosted on a Covered Device Various specific services and items used on the server, such as Ethernet errors, FTP, etc.
Monitoring Services (monthly, recurring)	<ul style="list-style-type: none"> Review of server event logs for trends, repetition, confirmation of no unreported issues - saved to file for archive, then cleared Emptying of server's recycle bin Removal of temporary files from server Check Disk verification on all server partitions to confirm that the disk volume(s) and file structure(s) are valid Defragmentation analysis of server's storage volumes, where recommended by the manufacturer, to confirm optimum performance and defragmentation processing Verification that no unnecessary users are listed in the Administrator's Active Directory groups Verification that no unnecessary privileges are allowed on server's root and user shares

Service – Server Based Application Support & Assistance
<ul style="list-style-type: none"> Remediation and technical support for the specified server-based applications (identified in this SOW (software must reside on a Covered Device) and listed under Application Support. Provision of server-related assistance on line-of-business applications (software must be listed under Application Assistance) by providing technical assistance to the vendors or manufacturers of the Client's business critical applications, if requested. Such assistance would typically consist of local technical expertise concerning the Client's IT hardware, infrastructure, security, file structure, shared folders, login scripts, and Windows environment.

Service – UPS Monitoring
<ul style="list-style-type: none"> 24x7 monitoring of UPS for events, battery strength, reserve time, battery temps, battery age, when available. Monthly verification of APC UPS functionality, self-test schedule, logs and run UPS self-test if not scheduled and manufacturer recommended.

Service – Network Management
<ul style="list-style-type: none"> 24x7 Monitoring of: <ul style="list-style-type: none"> Internet Access availability Internet Domain Name Services Firewall or Router CPU, Memory, Traffic, Ethernet errors, SYSLOG and SNMP, when available Switch Connectivity, CPU, Memory, SNMP and Traffic, when available Monthly backup of configuration on covered firewall, routers and switches

- Semi-annual configuration review of covered firewall(s) for valid rules, tables, VPN settings, and administrative access settings.
- Installation of CTSI approved OS and firmware updates to covered infrastructure network devices during CTSI Business Hours, when recommended.

Service – Workstation Management

- Remediation and technical support for workstations listed under Covered Devices.
- 24x7 Monitoring of:
 - o Physical and virtual memory utilization on workstations.
 - o Monitoring of disk storage, disk(s) status (SMART-health when available), available space and utilization.
 - o Processor(s) utilization for performance limits.
 - o Endpoint protection console for status and "threat" activity.
- Monthly services including:
 - o Monthly emptying of each workstation's recycle bin.
 - o Monthly removal of temporary files.
 - o Monthly Check Disk verification on all workstation internal drive partitions to confirm that the disk volume(s) and file structure(s) are valid.
 - o Monthly defragmentation analysis of workstation's internal storage volumes to confirm optimum performance and defragmentation processing, when recommended.

Service – Limited Mobile Device Assistance

- General assistance to the client with best effort on mobile device issues.

Service – Networked Printer or Networked Scanner Assistance

- Help users with simple issues as well as download and install new device drivers, when available and recommended for printers and scanners that are covered devices.
- Note: Due to the large variation in printer and scanner functions, CTSI provides limited assistance with the networked printers or scanners as listed under Covered Devices. Printer consumables and repairs or remediation for these devices are not covered under this SOW.

Service – Consulting

- Provide annual assistance with IT budget planning, budgeting, and IT development roadmap.
- Participate in quarterly IT business review meetings to consider CTSI's performance, Client's System performance, issues, security, business changes, IT changes, projects, concerns, trends, and recommendations for improved productivity.
- Monthly reporting of IT systems availability, performance and monitoring and discussions on Client's Systems.
- Ongoing hardware and software maintenance plan and warranty management on all Covered Devices.

Service – Security Awareness Training, Assessment, and Consulting

- This service provides the latest annual on-line, web-based, cyber-security training and individual assessment exam designed to better educate Client's users to be cyber-security aware, protect data, and avoid taking actions that might compromise the Client's network, data, or IT devices. (An advanced version of this service is also available that includes weekly on-going micro-training and a monthly security newsletter in addition to the base annual training described above.)
- Client's overall IT security posture is also assessed annually, utilizing an assessment tool based on the National Institute of Standards and Technology (NIST) Cyber Security Framework. This assessment is used to develop, implement, and maintain a sustainable IT security risk assessment process and documentation for the Client's organization.

Optional Services Selected

The following Optional Services have been included and will be provided as indicated under this SOW.

Optional Service – Email Protection Upgrade to Professional (adds Archiving)

Upgrade the "Advanced" standard level of email protection included for all users covered by this SOW, to "Professional" protection. This upgrade adds Email Archiving (day forward) capabilities to the email protection.



services already provided under the Advanced Email Protection which are listed in detail under **Service Security**, above.

Optional Service – Persistent Threat Detection

Persistent Threat Detection enables CTSI to better find and stop hidden threats that sneak past preventive security tools. By focusing on a specific set of attack surfaces, vulnerabilities and exploits, this platform helps CTSI protect the client device from persistent footholds, ransomware and other attacks. Persistent Threat Detection utilizes both automated detection methods as well as human-powered threat hunting to help protect endpoints. All of the client's Windows-based servers and workstations will be protected by this security option.

Optional Service – Zero Trust Application Control System

Total endpoint control over what software can run, and what resource it can access. With simple to use, robust and policy-driven Application Whitelisting and Ringfencing, this security option will help protect all of the client's Windows-based servers.

Managed Equipment / Hardware / Software

The Services will be applied to the following equipment / hardware ("Covered Devices"):

The Services which apply to Windows servers, will be provided to all of Client's Windows servers unless the device is listed below under *Excluded Devices* or listed below under *Monitored Only Servers and Devices*. At the start of this SOW the number of fully managed Servers (including VM Hosts and SANs) connected to the Client's network to be covered by this SOW and managed by CTSI has been determined to be 29. The initial number of Client Users being supported under this SOW is 121. As the number of Client IT Servers, Hosts, SANs or Users increases or decreases, the Client's monthly fee will change (see "Assumptions / Minimum Requirements / Exclusions").

Initial Quantities:

Fully Managed Windows Servers	<u>21</u>
VM Host Hardware	<u>6</u>
SAN Hardware Devices	<u>2</u>
Firewalls	<u>5</u>
Routers/Layer 3 Switches	<u>0</u>
Wireless LAN Controllers	<u>1</u>
Switches	<u>22</u>
Standalone Wireless Access Points	<u>1</u>
UPSs	<u>4</u>
Terminal Server Apps	<u>0</u>
Workstations/Laptops.....	<u>124</u>
Users	<u>121</u>

("Users" are defined as the greater of either the sum of all people using the Client's Systems, or the sum of User objects in the Client's Windows Active Directory created for use by a person and is included in the quantity covered by this SOW if that user has logged into the Active Directory within the past 30 days.)

Application Support

Application "Support" services will be provided during CTSI Normal Business Hours for the following applications which reside on fully managed servers:

- (none)

Application Assistance

Application "Assistance" service to be provided during CTSI Normal Business Hours for the following applications on fully managed servers:

- (none)

Monitoring Only Servers and Devices

The devices in the list below typically do not use the Microsoft Windows operating system so cannot be fully managed by CTSI; instead, they will be monitored only to ensure basic function and to notify those responsible for the management of these servers if a monitored metric falls out of tolerance. The monitoring tools and notification services noted below, are covered by this SOW.

GENERAL Monitoring Only Notification Services

- 24x7 Monitoring of:
 - Internet Access availability
 - Internet Domain Name Services
 - Firewall or Router CPU, Memory, Traffic, Ethernet errors, SYSLOG and SNMP, when available
 - Switch Connectivity, CPU, Memory, SNMP and Traffic, when available

SERVER Monitoring Only Notification Services

- 24x7 Monitoring for availability
- 24x7 Monitoring of virtual memory utilization, if applicable
- 24x7 Monitoring of disk storage: disk(s) status, available space and utilization, when applicable
- 24x7 Monitoring of processor(s) utilization for performance limits, when applicable
- 24x7 Monitoring of various specific services and items used on the device, when available (for example: SQL Server, FTP, HTTP/HTTPS, SNMP, traffic, Telnet, SMTP, etc.)

Any remediation services or assistance related to these Monitored Only servers or devices are NOT covered by this SOW. Replacement Labor services for these Monitored Only devices are NOT covered by this SOW. All Remediation and replacement services for these Monitored Only devices will be billed separately at the CTSI applicable hourly rates

Monitored Only, Servers or Devices:

- Hockley-SO-NAS
- Hockley-TS-NAS
- NetData-CH-Portage
- NetData-SO-Portage
- NetData Cloud Server CH
- NetData Cloud Server SO
- HC-Kworkx-VM (Linux Server)

Changes in IT Systems

Client agrees that changes to any of the quantities or items listed above may impact the monthly fee for the Services provided in this SOW in subsequent monthly invoices. CTSI will automatically adjust the monthly fee for the Services in this SOW for changes to the number of users or servers (the two most common changes), as indicated in Fees: **Changes to Monthly Fee Due to Client Changes.**

Term; Termination

The Services will commence, and billing will begin, on the date on which the Services are implemented and operational ("Commencement Date".) The target Commencement Date has been set to **June 1, 2024.**

To meet the target Commencement Date for implementation and due to fluctuations in market pricing, CTSI must receive your signed version of this SOW by **May 20, 2024.** We reserve the right to adjust the pricing and/or the "Commencement Date" noted above if CTSI has not received your signed version of this SOW by **May 20, 2024.**

Duration; Term

No Term is defined for this SOW, but it is designed to serve the Client for at least **one** year from the Commencement Date. Client and CTSI agree that this SOW will begin on the Commencement Date and continue indefinitely until terminated as described below.

Termination Due to Replacement

If Client and CTSI enter into a new statement of work designed to replace this SOW, then this SOW will be replaced and therefore terminated by the replacement SOW as of the commencement date of that replacement SOW.

Termination by Client

- If Client desires to terminate this SOW for any reason, Client agrees to provide CTSI with advance written notice requesting termination of this SOW. The written notice requesting termination must be received by CTSI at least 60 days prior to the desired SOW termination date.
- Client agrees to be responsible for payment of the SOW monthly fees, any other agreed upon services provided by CTSI, and all reimbursable costs incurred on Client's behalf by CTSI up to the date of termination.
- Client agrees to be responsible for the remaining balance of any subscription-based products and services contracted by CTSI on behalf of the client. Some of the products and services which are incorporated into this SOW for the benefit of Client, or that have been requested by the client, may be purchased for Client by CTSI using subscriptions. Some of these subscriptions may have longer than monthly terms.
 - o Should Client desire to terminate services, CTSI will use its best efforts to cancel or reallocate the balance of the unused term of any such subscription-based products and services.
 - o Client agrees to pay the balance of any subscription-based products and services which have been obtained by CTSI for the benefit of the Client, and which cannot be cancelled or reallocated by CTSI consistent with Client's service termination date, and Client understands that CTSI will invoice Client for this amount upon termination of services. (CTSI can provide Client with this dollar amount upon request, based on the client's anticipated termination date.)
- There being no defined Term or Expiration Date associated with this SOW, Client will not be responsible for any further "expected" amounts related to this SOW other than those items noted in this "Termination by Client" section.
- For the purposes of clarity, you and we agree that the terms of this section ("Termination By Client") overrules any directly conflicting terms on the Master Service Agreement. All remaining paragraphs of the **Master Service Agreement** section **Term; Termination** remain in force and unaffected by this SOW.

Termination by CTSI

This SOW may be terminated by CTSI upon sixty (60) days written notice to the Client.

Assumptions / Minimum Requirements / Exclusions

Assumptions

The scheduling, fees and provision of the Services are based upon the following:

- **Service outside of CTSI Normal Business Hours**

Services provided by CTSI outside of CTSI's Normal Business Hours are not covered by this SOW and will be billed to Client separately; provided, however, that all such services are subject to technician availability and CTSI's approval. (See **Schedule A, Additional Provisions** for details of CTSI Normal Business Hours.)

If a critical issue is detected on the Client's system outside of CTSI's Normal Business Hours, the Client authorizes CTSI to provide and bill up to two hours of After-Hours or Premium After-Hours remediation services on that issue to maximize availability of Client's system during business hours. If it appears that more than two hours of services may be required to resolve the issue, Client's permission will be obtained before exceeding this two hour limit.

Minimum Requirements

The minimum requirements listed below must be maintained by Client at all times. Services required to bring Client's System(s) up to these standards are not included in this SOW and will be billed to Client separately.

- An outside static IP address assigned to a network device, allowing secure remote access from CTSI's network to the client's network, is required.
- CTSI needs administrative access to fully managed Client devices covered by this SOW.
- CTSI needs SNMP access and credentials to all Client network devices being monitored.
- Client's environment must have a current, vendor-supported and CTSI-approved antivirus solution with current vendor maintenance protecting all covered servers and workstations.
- Client's environment must have a licensed, vendor-supported and CTSI-approved hardware firewall with current vendor maintenance, between the internal network and the Internet.
- Client's environment must have a licensed, vendor-supported and CTSI-approved backup solution with software maintenance in force.
- Client is responsible for engaging at least one Internet Service Provider for each location needing IT connectivity to the Internet. This ISP must provide stable service and adequate bandwidth. (CTSI has no control over ISPs, but can provide input to Client on our experience with ISPs serving the Client's location.)
- CTSI must be involved in any business plans of Client that could impact Client's System.
- Physical space plus CTSI access is required at Client's facility for the CTSI owned security/monitoring/remote access host server:
 - At least 2 network connections and internal IP addresses for use on the Client's local area network
 - 120v AC power and reasonable cooling
- For Email protection, provide administrator level access to CTSI for all email domains that will be protected and keep CTSI informed of all critical domains and email addresses that need to be white-listed
- All managed devices covered by this SOW (see **Managed Equipment / Hardware / Software**), must utilize Microsoft-supported Windows operating systems, and all software installed on such equipment must be properly licensed and supported by their respective manufacturers.
- All of the latest Microsoft service packs and critical updates must be installed on the fully managed devices, including those for Microsoft server applications such as Microsoft Exchange and Microsoft SQL.

Exclusions

Services that are not expressly described in this SOW will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by CTSI. Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, must be agreed upon by CTSI in writing:

- Remediation of issues occurring or existing prior to commencement of this SOW, unless this SOW replaces an active CTSI Assurance SOW or Assurance Agreement
- Customization of third-party applications, or programming of any kind
- Support for operating systems, applications, or hardware no longer supported by the manufacturer
- Due to limited resources available to CTSI in the support of Apple/Mac and Linux operating systems, devices based on these cannot be fully supported by CTSI. Therefore, Apple/Mac and Linux devices should not be included in Managed Equipment / Hardware / Software.
- Data/voice wiring or cabling services of any kind
- The migration from one system to another if both systems are not using the same software - (For example, a migration from Microsoft Exchange email system to Office 365 hosted email system is not covered by this SOW)
- Equipment relocation involving a physical address change
- The cost to bring the System up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above)
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind
- Disaster Recovery Services. It is impossible to anticipate the extent of services that might be required to recover from a disaster impacting the Client's use of Systems, and it is unfair to ask all Clients to pay an increased monthly fee for the Assurance SOW in anticipation of such because true disasters are so rare. Therefore, disaster recovery services, if ever requested, are outside the scope of this SOW and will be billed to the Client separately from this SOW, as provided.
- Devices located outside the United States cannot be included in this SOW.
- Website hosting, development, management, or maintenance
- Services provided outside of CTSI's Normal Business Hours (see **Schedule A**)

• Excluded Devices

At the Client's request, the following IT Devices will NOT be included or covered by this SOW in any manner. Any CTSI services or assistance with these devices will be billed to the Client separately and in addition to this monthly SOW fee at CTSI's applicable hourly rates. Any remediation services provided by CTSI on Fully Covered devices that are the result of issues created by these Excluded Devices (at CTSI's discretion) will not be covered by this SOW and will be billed separately to Client at CTSI's applicable hourly rate.

- (none)

Service Levels

Monitoring will occur on a 24x7x365 basis; repair and remediation services (if applicable) will be provided only during business hours unless otherwise specifically stated in this SOW. We will respond to problems, errors or interruptions in the provision of the Services, as soon as possible but within the timeframe(s) described below. Severity levels will be determined by CTSI in our reasonable discretion. All remediation services will be started remotely when feasible, but CTSI will provide onsite service if remote remediation is ineffective (at CTSI discretion.) (Travel time and mileage to locations outside of the county of the CTSI dispatch location are not covered by this SOW.)

Trouble / Severity	Assurance with Cyber Defense SOW	A La Carte / Services not Covered by this SOW
Critical problem: Service not available (all users and functions unavailable)	Remediation efforts will begin within one (1) business hour after notification. *	Response within one (1) hour.
Significant degradation of service (large number of users or business critical functions affected)	Remediation efforts will begin within two (2) business hours after notification. *	Response within two (2) hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	Remediation efforts will begin within eight (8) business hours after notification. *	Best efforts.
Small service degradation (business process can continue, one user affected).	Remediation efforts will begin within two (2) business days after notification. *	Best efforts.

* All time frames are calculated as of the time that CTSI is notified of the applicable issue/problem/request by Client through CTSI's designated support contact methods listed here:

- Via email to Help@ctsinet.com (monitored during business hours)
- Online by creating a service request on our Managed Services Customer Portal website at <https://connect.ctsinet.com/support> (monitored during business hours)
- Talking to a CTSI Dispatcher or Help Desk technician via telephone by calling our Technical Support Help Desk at 806-793-8961 (or 800-687-2874) and choosing the technical support option
- For support outside of CTSI Business Hours, calling the above number will connect you to CTSI's After-Hours paging service who will page the On-Call technician to return your call. Client understands that support services provided outside of CTSI Business Hours are not covered by this SOW.

Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts. Support provided outside of our normal CTSI Business hours will be billed to Client at the CTSI applicable hourly rate for the services involved. Client understands that leaving voice messages or sending email directly to individual technical support members at CTSI is discouraged because this may delay the resolution of the issue.

Fees

The **monthly fee** for participation in this SOW will be **\$12,000.00** plus applicable tax, Invoiced to Client in advance. This monthly fee is subject to change if Client changes the IT Systems, Options, or Users covered by this SOW (see **Changes to Monthly Fee Due to Client Changes**) and is also subject to an annual increase (see **Annual Increase to Monthly Fee**.)

Client agrees to pay a **one-time Implementation Fee** of \$ 0.00 plus applicable tax. This one-time fee will be invoiced in advance, after this executed SOW is received by CTSI. (This one-time implementation fee includes fees for implementation travel time and mileage, if applicable.)

The prices for the Services Indicated in this Statement of Work are based on Client making payments to CTSI by check or via the CTSI Payment Portal (<https://www.ctsinet.com/billing>). Other payment methods are available upon request, but may increase the price for Services.

Changes to Monthly Fee Due to Client Changes

The monthly fee for this SOW is determined based on the quantity of Client Devices, Users, and selected Options as this SOW is commenced (see **Initial Quantities** under **Managed Equipment / Hardware / Software**.) When Client makes changes to the IT Systems, many of these changes impact CTSI's responsibilities as dictated in this SOW. Therefore, CTSI may change the monthly fee for this SOW as Client makes changes to its IT Systems which impact CTSI responsibilities. The most common changes in IT Systems occur in the quantity of Client Users (with consideration for user workstations) and Servers (including VM Hosts or SANs.) Client understands that when they add or reduce the number of Users or Servers, that the monthly fee for this SOW will change by the amounts indicated below for each User or Server. These quantities will be reviewed monthly and the total monthly SOW fee adjusted accordingly.

- **\$ 79.00 / month** (plus tax) per Client User during the 1st year of this SOW. (This rate is based on the combined total dollars for Client Users and Workstations at the beginning of this SOW. If Client adds a User, the total monthly fee for this SOW will increase by \$ 79.00, based on this first year rate.)
- **\$ 144.00 / month** (plus tax) per Client Server device during the 1st year of this SOW. (If Client retires a Server which is not replaced, the monthly fee for this SOW will decrease by \$ 144.00, based on this first year rate.)

The two rates above are also subject to the **Annual Increase to Monthly Fee** as defined below, so will increase proportionately each year

Client changes to other IT System devices (such as firewalls, routers, etc. and the Client selected Optional Services) in this SOW can also impact this monthly fee, but are much less frequent. If the monthly fee for this SOW increases due to changes in other Client Systems or Options covered by this SOW (excluding Users and Servers) by more than 4%, CTSI will provide 30 days advance notice to the Client of the increase.

Annual Increase to Monthly Fee

This SOW includes an automatic annual rate increase in the monthly fee billed to the Client for the services defined in the SOW. The monthly fee increase will occur once each year on the anniversary of this SOW Commencement Date. The increased fee will become the new monthly SOW fee billed during the 12 months following the anniversary of this SOW's start date, adjusted by any other Client changes to IT Systems impacting CTSI responsibilities in this SOW during that year.

The annual increase in the monthly fee for this SOW will be based on the monthly amount billed for this SOW just prior to the SOW's anniversary.

To illustrate, the first annual increase will occur one year from the commencement of this SOW. Beginning in the 13th month of the SOW, presuming no changes have occurred in quantities of Covered Devices or Users during the first year, the monthly fee for this SOW will increase beginning in the 2nd year by \$ 480.00 for a new monthly amount of \$12,480.00 plus applicable tax.

If changes in quantities of Covered Devices or Users have occurred during the preceding year, the annual increase will be adjusted proportionately, reflecting those changes. This monthly fee will be increased every year by the same percentage on the anniversary of this SOW.

Additional Terms

Additional terms, are attached as **Schedule A** to this SOW.

Advanced Security Options

CTSI offers several more sophisticated security services that provide additional levels of protection to organizations that demonstrate a need for higher levels of Cyber Security as recommended by the National Institute of Standards and Technology (NIST) Cyber Security Framework.

Client understands that declining any advanced security services available in this SOW reduces protections available to Client's System. Client will be responsible for the CTSI remediation services (including those services covered by this SOW) and/or materials involved in resolving the effects of a security event which could have been prevented (at CTSI discretion) by any of the Declined Advanced Securities Services listed below.

The following security services are available; please confirm your acceptance or rejection of each service below, by initialing the action on each Advanced Security Service option.

Advanced Security Services

Advanced Security Service – Breach Prevention Platform (BPP) Services
<p><i>JB</i> Accepted by Client</p> <p>The Breach Prevention Platform provides Client with a set of tools for managing and maintaining the security policies, security assessments, on-line security policy storage, and security awareness training needed by most small to medium size businesses that face today's growing security threat landscape. In addition to an annual Security Risk Assessment for the Client based on the NIST Cyber Security Framework, the following are provided for all Client users:</p> <ul style="list-style-type: none">• Weekly 2-3 minute end-user security training video and 4 question test for comprehension• Simulated phishing assessments (6 times per year) testing each Client user's discernment of potentially dangerous email messages• Dark Web scans twice per year for Client email addresses• Monthly Security Newsletter emailed to Client staff for additional education• Employee Vulnerability Assessment scoring system based on the above results

Advanced Security Service – SIEM/SOC Services

SB **Accepted by Client**

A comprehensive combined **Security Information and Event Management (SIEM) as-a-Service** with a **Security Operations Center (SOC) as-a-Service** solution hosted by an organization whom CTSI partners with to provide cyber security solutions with endpoint and data protection focus. This means your cyber security team includes the most advanced technology and deepest experience in the industry offering a truly holistic approach to information security, with 100% US staff.

With this service, Client receives a dedicated team of security analysts who manage real-time collection of security related data, automated ticket creation (within 3-5 minutes) of any activity indicating a policy violation, execution violation, unexpected login activity, unexpected changes, virus/malware activity, unexpected network traffic, etc., and perform daily reviews of all monitored infrastructure device (Firewalls, Servers, Routers, Wireless Lan Controllers) logs and security event notifications, 7 days a week, 365 days a year with CTSI remediation services. This service provides cost-efficient monitoring and response that meets regulatory requirements such as PCI, FFIEC, and HIPAA.

The initial number of Client devices to be included in this SIEM/SOC Service (see list of device names below) is 9.

- HC-JuveProb-FGT60F
- HCCH-FG100F
- HCDPS-40F
- HCMallet-FG40F
- HCSO-FG100F
- HC-DC1-VM
- HC-DC2-VM
- HCSO-DC1-VM
- HCSO-DC2-VM

Advanced Security Service – Annual Comprehensive Vulnerability Scan

Declined by Client

The **Annual Comprehensive Internal Vulnerability Scan** service delivers a point-in-time assessment solution to Client for identifying the vulnerabilities, configuration issues, and malware that attackers use to penetrate a network. This service is designed to quickly identify and provide information useful in resolving the latest vulnerabilities detected on your internal network devices, including software flaws, missing patches, malware, and device misconfigurations, across a variety of operating systems, devices and applications. The results of each annual vulnerability scan are provided to the Client in report format showing vulnerabilities by host and suggested measures for remediation.

Declined by Client

The Annual Security Policies Development Workshop is an annual workshop facilitated by a CTSI security specialist with the Client's security team or committee to assist with developing, maintaining, and disseminating corporate security policy documents tailored to the Client's unique security needs and regulatory requirements.

Authorized Contact(s)

In addition to the signatory to this SOW, the following person(s) shall be an Authorized Contact for this Client:

Contact Name	Contact Details
Name: <u>Shirley Penner</u> Title: <u>Hockley County Auditor</u>	Email: <u>spenner@hockleycounty.org</u> Direct Ph: <u>(806) 894-6070</u> Mobile Ph: <u>(806) 544-3894</u>
Name: _____ Title: _____	Email: _____ Direct Ph: _____ Mobile Ph: _____

(If more Authorized Contacts need to be listed, please attach additional pages to this SOW)



Locations Covered by Services

The Services will be provided to the Client at the following location(s):

Primary Location: **Hockley County**
802 Houston Street
Levelland, TX 79336

Location Name	Location Details
Name: Hockley County Sheriff's Department	Address: 1310 Avenue H _____ Levelland, TX 79336
Name: Hockley County Annex	Address: 624 Avenue H _____ Levelland, TX 79336
Name: Hockley County Juvenile Probation	Address: 613 Avenue G _____ Levelland, TX 79336

(If more Locations need to be listed, please attach additional pages to this SOW)

Acceptance of this Assurance with Cyber Defense SOW

Client <i>Hockley County</i>	CTSI <i>Computer Transition Services, Inc.</i>
Date: <i>5-13-2024</i>	Date: 17/05/24
Signature: <i>Sharla Baldrige</i>	Signature: <i>Michael Vaught</i> Michael Vaught (May 17, 2024 16:50 CDT)
Print Name / Position: <i>Sharla Baldrige</i> <i>Hockley County Judge</i>	Print Name/Position: Michael Vaught Chief Revenue Officer

Additional Locations

Mallet Event Center and Arena
2320 S St Hwy 385
Levelland, TX 79336

Justice of the Peace #1
502 Arnett Avenue
Ropesville, TX 79358

Justice of the Peace #2
706 S. Slaughter Ave
Sundown, TX 79372

Justice of the Peace #4
6054 Hwy 84
Anton, TX 79313

SCHEDULE A

CTSI will provide an on-site technician from CTSI to travel to Hockley County once a week, if needed, at no additional cost for Hockley County.

Additional Provisions

CTSI Normal Business Hours

Normal Business Hours are defined as the hours of 8:00 am – 5:00 pm, Central Time, Monday through Friday, excluding holidays as observed by CTSI. The holidays observed by CTSI are:

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24)
- Christmas (December 25)

CTSI Service Rates

Standard Hourly Rates

As this document was prepared, the standard hourly rates associated with CTSI support roles for service provided during CTSI's normal business hours vary from \$75 to \$199. These rates are subject to change. The standard hourly rates are used to bill the Client for services provided which are not covered by this SOW.

Every CTSI employee providing IT support services is assigned to one of more than a dozen support roles. The support role of the person providing services is what determines the standard hourly rate for the services provided. Each of these support roles have education, certification and experience requirements which must be completed before a person is eligible to work in that role. As our staff increase their education and certification levels, by completing training and certification exams provided by our manufacturing partners, the person may move into a higher level support role at CTSI. This can impact the hourly rate used for the person's support services from that point forward. We work diligently to balance providing a prompt response from CTSI with a person in an appropriate support role, to minimize the client's support costs for work not covered by this SOW.

After Hours Services

- All services provided to Client outside of CTSI's Normal Business Hours as indicated below will be billed at 1.5 times CTSI's Standard Hourly Rates
- These After Hours Services will be billed in addition to the monthly SOW fees.
- After Hours rates apply:
 - Monday – Friday except holidays: 5pm to midnight and 6am to 8am
 - Saturday: 6am to midnight

Premium After-Hours Services

- All services provided to Client outside of CTSI's Normal Business Hours and CTSI's After Hours times are considered Premium After Hours services and will be billed at 2 times CTSI's Standard Hourly Rates.
- These Premium After Hours Services will be billed in addition to the monthly SOW fees.
- Premium After Hours rates apply:
 - Monday – Saturday: midnight to 6am
 - Holidays: All Times
 - Sunday: All Times

Travel

- Travel and mileage charges to locations outside of the county of the CTSI dispatch location are not covered by this SOW.
- When travel outside of the county of the CTSI dispatch location is required in order to provide services to the Client, the Client will be billed at ½ the Standard, After Hours, or Premium After Hours rates as applicable for all travel time plus mileage at the current federal mileage rate for travel both to and from the place of service and CTSI's dispatch location.

Remediation

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry and the (NIST) Cybersecurity Framework. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of any particular device, or a service plan for the repair of any particular managed hardware or software.

Monitoring Services; Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by CTSI, and Client shall not modify these levels without CTSI's prior written consent.

Modification of System

The Services rely upon physical and virtual configurations of the System as known to, and (if applicable) determined by, CTSI. Changes made to the System without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services. Client agrees to refrain from moving, modifying, or otherwise altering any portion of the System without our prior knowledge and consent. For the purposes of illustration, Client shall not add or remove hardware from the System, install applications on the System, or modify the configuration or log files of the System without CTSI's prior knowledge and, on each occasion, written consent.

Anti-Virus; Anti-Malware

CTSI's End Point Protection solution will generally protect the Client's system from becoming infected with new viruses and malware ("Viruses") in addition to providing protection via global threat intelligence, advanced sandboxing, and real-time malware blocking, plus continuously analyzing file activity across your network; however, Viruses that exist on the Client's system at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred.

You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain Viruses or malware, such as ransomware or rootkits, that were previously unknown to the manufacturers of the software solution, and/or which are purposely or intentionally downloaded or installed onto your System. You are strongly advised to refrain from downloading files that are sent by unknown users, and/or users or files whose origination cannot be verified. CTSI does not warrant or guarantee that all Viruses and malware will be capable of being avoided or removed, or that all forms of Viruses and malware will be timely detected or removed, or that any data corrupted or encrypted by Viruses or malware will be recoverable.

In order to improve security awareness, you agree that CTSI or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Exchange / Email

Client is solely responsible for the security, confidentiality and integrity of all email, and the content of all email, received, transmitted or stored through the Client's Email systems.

SPAM / Junk Mail Filtering

CTSI's Assurance with Cyber Defense SOW provides email scanning for incoming unsolicited commercial or potentially dangerous email. Using proprietary algorithms and other technologies, the service scans incoming email for designated keywords, attachments, senders, and known blacklisted sites, and filters or quarantines the email accordingly. From time to time the service may filter email that is not SPAM or junk mail, or may block email from legitimate sources. Client is advised to pay close attention to notices about filtered or quarantined email or periodically review these lists to ensure that relevant emails are not being filtered improperly, and will notify CTSI in the event that these SPAM filter settings require adjustment.

Patch Management

CTSI shall keep all managed infrastructure equipment and Windows based operating system software covered by this SOW current with critical patches and updates ("Patches"), generally as such Patches are released by the manufacturers of the applicable hardware or software. Patches and updates are developed by third party vendors and, on rare occasions, may make the System, or portions of the System, unstable, or cause the managed equipment or software to fail to operate properly even when the Patches are installed correctly. CTSI shall not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. CTSI reserves the right, but not the obligation, to refrain from installing a Patch if CTSI is aware of potential technical problems caused by a Patch, or believes that a Patch may render the System, or any portion of the System, unstable.

Quarterly Business Review; IT Strategic Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs. By suggesting a particular service or solution, CTSI is not endorsing any particular manufacturer or service provider. CTSI is not a warranty service or repair center, and does not warrant or guarantee the performance of any third party service or solution.

Diagnostic / Auditing Services

Any diagnostic or auditing services performed by CTSI may require CTSI to install a small amount of code ("Diagnostic Code") on one or more of the devices attached to the System. The Diagnostic Code is deleted in its entirety after the testing process concludes. No personal information or personal data reviewed or copied by CTSI at any time during the testing process. No files will be erased, modified, opened, reviewed or copied at any time during the testing process. The Diagnostic Code will not install or create any disabling device, or any backdoor or hidden entryway into the System. The results of the diagnostic testing will be kept confidential by CTSI.

You grant CTSI permission to access the System for the purpose of conducting the diagnostic testing, and agree to hold CTSI harmless from and against any and all incidents or damages that may occur during or as a result of the testing process, regardless of the cause of such damages including but not limited to data loss due to events beyond CTSI's reasonable control, network or communication outages, and deficiencies or errors in any of hardware or equipment that may interrupt or terminate the diagnostic testing process.

The testing process is for diagnostic purposes only. The process is not intended, and will not be used, to correct any problem or error in the System. CTSI does not warrant or represent that the testing process will result in any particular outcome, or that any particular issue, hardware or software configuration will be correctly detected or identified.

Sample Policies, Procedures

From time to time, CTSI may provide Client with sample (i.e., template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for Client's informational use only, and do not constitute or comprise legal or professional advice. The Sample Policies are not intended to be a substitute for the advice of competent counsel. Client should seek the advice of competent legal counsel prior to using the Sample Policies, in part or in whole, in any transaction. CTSI does not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for Client's specific needs, or that Client will reduce or avoid liability by utilizing the Sample Policies in its business operations.

Penetration Testing; Vulnerability Assessment

From time to time, depending on service plans and options elected by Client, CTSI may perform Penetration or Vulnerability Assessments of a Client's IT System. Client understands and agrees that security devices, alarms or other security measures, both physical and virtual, may be tripped or activated during penetration testing processes, despite CTSI's efforts to avoid such occurrences. Client shall be responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing services, and shall take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Client's System, causing substantial downtime and/or delay to Client's business activities. CTSI shall not be responsible for, and shall be held harmless and indemnified by Client against, any claims, costs, fees or expenses incurred by Client that arise or result from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of Client's System by any alarm or security monitoring device.

Domain Name Services

If Client registers, renews or transfers a domain name through CTSI, CTSI will submit the request to its domain name services provider (the "Registrar") on Client's behalf. CTSI's sole responsibility is to submit the request to the Registrar. CTSI is not responsible for any errors, omissions or failures of the Registrar. Client's use of domain name services is subject to the applicable legal terms of the Registrar. Client is responsible for closing any account with any prior reseller or registrar for the requested domain name, and Client is responsible for responding to any inquiries sent to Client by the Registrar.

Unsupported Configuration Elements or Services

If Client requests a configuration element (hardware or software) or hosting service in a manner that is not customary at CTSI, or that is in "end of life" or "end of support" status, CTSI may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). CTSI makes no representation or warranty whatsoever regarding any Unsupported Service, and Client agrees that CTSI will not be liable to Client for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

Internet Service Providers

Internet Service Providers (ISP) engaged by the Client have no obligation to respond to CTSI requests for support when an ISP service has failed or has become degraded. CTSI will do all we can on the Client's behalf, to help the Client's ISP quickly resolve the problem. But CTSI's ability to resolve ISP issues is completely dependent on the Client's relationship with their ISP and that ISP's responsiveness to CTSI. If Internet Access is critical to a Client's location, CTSI strongly recommends that the Client consider engaging with a backup ISP to provide redundancy at that location in case the primary provider has any service issues.






Assurance SOW 6-1-24

Final Audit Report

2024-05-17

Created:	2024-05-17
By:	Zac Fitzgerald (zfitzgerald@ctsinet.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqeCmDyt8d0oODjCBP7mK7QewNyUN7gyC

"Assurance SOW 6-1-24" History

-  Document created by Zac Fitzgerald (zfitzgerald@ctsinet.com)
2024-05-17 - 9:47:33 PM GMT
-  Document emailed to Michael Vaught (mvaught@ctsinet.com) for signature
2024-05-17 - 9:47:37 PM GMT
-  Email viewed by Michael Vaught (mvaught@ctsinet.com)
2024-05-17 - 9:49:05 PM GMT
-  Document e-signed by Michael Vaught (mvaught@ctsinet.com)
Signature Date: 2024-05-17 - 9:50:06 PM GMT - Time Source: server
-  Agreement completed.
2024-05-17 - 9:50:06 PM GMT

Motion by Commissioner Carter, second by Commissioner Wisdom, 3 votes yes, 0 votes no, that commissioner's court approved the final draft for the mural for parking lot project. As per Order to approve the final draft for the mural for the parking lot project recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY
TEXAS

HOCKLEY COUNTY,

**ORDER TO APPROVE THE FINAL DRAFT FOR THE MURAL
FOR THE PARKING LOT PROJECT**

The Commissioners' Court of Hockley County has hereby approved the final draft for the mural for the parking lot project as attached hereto AND IT IS SO ORDERED.

DONE IN OPEN COURT, this the 13th day of May, 2024, upon motion by Commissioner, Larry Carter, seconded by Commissioner, Alan Wisdom and unanimously carried.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner, Pct 1

Larry Carter
Larry Carter, Commissioner, Pct 2

Seth Graf
Seth Graf, Commissioner, Pct 3

Absent
Tommy Clevenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo
Jennifer Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas



MURAL DESIGN FOR PARKING LOT PROJECT AT AVE. H AND AUSTIN ST.



Motion by Commissioner Graf, second by Commissioner Carter, 3 votes yes, 0 votes no, that commissioner's court approved the cost for the mural for the parking lot project to be paid out of Unclaimed Capital Credits. As per Order to approve payment for mural for the parking lot project to be paid out of unclaimed capital credits recorded below.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPROVE PAYMENT FOR MURAL FOR THE PARKING LOT PROJECT TO BE PAID OUT OF UNCLAIMED CAPITAL CREDITS

The Commissioners' Court of Hockley County has hereby approved AND IT IS SO ORDERED that the cost for the mural for the parking lot project located at Ave. H and Austin Street is to be paid out of Unclaimed Capital Credits.

DONE IN OPEN COURT, this the 13th day of May, 2024, upon motion by Commissioner, Seth Graf, seconded by Commissioner, Larry Carter and unanimously carried.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner, Pct 1

Larry Carter
Larry Carter, Commissioner, Pct 2

Seth Graf
Seth Graf, Commissioner, Pct 3

Absent
Tommy Clevenger, Commissioner, Pct 4

ATTEST: Jennifer Palermo
Jennifer Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas



QUOTE

CELL
806-847-7975



DATE
5-10-24

JOB DESCRIPTION

MURAL PROPOSAL: TO BE PAINTED ON A 14'x122'
EXTERIOR WALL FOR HOCKLEY COUNTY

BELOW IS A FINAL LAYOUT TO BE PAINTED,
TOTAL COST \$22,200.00

COST INCLUDES: ALL MATERIALS, LATEX PAINTS, MURAL SHIELD(UV
PROTECTION CLEAR) AND A CLEAR COAT OF GRAFFITI COATING



WEATHER PERMITTING SHOULD TAKE 4 WEEKS TO COMPLETE

50% DOWN PAYMENT AND BALANCE DUE WHEN COMPLETE.....PAYABLE
TO.....ALFONSO GARCIA
320 SE 5th, Tulia, Texas 79088

Motion by Commissioner Graf, second by Commissioner Wisdom, 3 votes yes, 0 votes no, that commissioner's court REJECTED a Tax Deed for Lot Nine (9), in Block Sixty-one (61), to the Original Town of Levelland, Hockley County, Texas (R10222), to be purchased by Guy Ross Tippy for the amount of \$800.00. As per Order to reject tax deed recorded below.

STATE OF TEXAS
COUNTY OF HOCKLEY

§
§
§

IN THE COUNTY COURT
OF
HOCKLEY COUNTY, TEXAS

ORDER TO REJECT TAX DEED

On motion made by Commissioner, Seth Graf and seconded by Commissioner, Alan Wisdom and unanimously carried, Hockley County Commissioners Court hereby rejects a Tax Deed in Cause No. TX23072985 styled City of Levelland, ET AL vs. Owners of Various Property concerning a bid from Guy Ross Tippy in the amount of \$800.00 for property known as Lot Nine (9), in Block Sixty-one (61), to the Original Town of Levelland, Hockley County, Texas (R10222).

SIGNED this 13TH day of May, 2024.

Sharla Baldrige
Sharla Baldrige, Hockley County Judge

Alan Wisdom
Alan Wisdom, Commissioner
Precinct 1

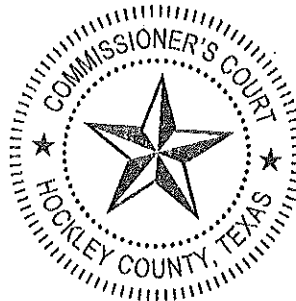
Larry Carter
Larry Carter, Commissioner
Precinct 2

Seth Graf
Seth Graf, Commissioner
Precinct 3

ABSENT
Tommy Clevenger, Commissioner
Precinct 4

ATTEST:

Jennifer Palermo
Jennifer Palermo, Hockley County Clerk



Motion by Commissioner Carter, second by Commissioner Graf, 3 votes yes, 0 votes no, that Commissioners Court REJECTED the request of Angela Overman, Hockley County District Attorney an Agreement for Assistance in Prosecution in the sum of \$560,000.00 to be pad to Matt Powell and Tray Payne, Attorneys at Law to prosecute Cause No. 21-09-10115, styled The State of Texas vs. Omar Soto-Chavira, a case pending in the 286th Judicial District Court of Hockley County, Texas. As per Order to reject agreement for presentation recorded below.

STATE OF TEXAS
COUNTY OF HOCKLEY

§
§
§

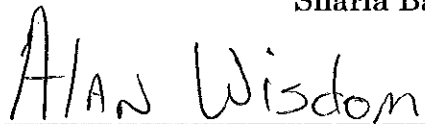
IN THE COUNTY COURT
OF
HOCKLEY COUNTY, TEXAS

ORDER TO REJECT AGREEMENT FOR REPRESENTATION

On motion made by Commissioner, Larry Carter and seconded by Commissioner, Seth Graf and unanimously carried, Hockley County Commissioners Court hereby rejects an Agreement for Representation as Assistant District Attorneys by and between Angela Overman, 286th Judicial District Attorney and Matt Powell and Tray Payne in Cause Number 21-09-10115, styled the State of Texas vs. Omar Soto Chavira pending in the 286th Judicial District Court of Hockley County, Texas.

SIGNED this 13TH day of May, 2024.


Sharla Baldrige, Hockley County Judge

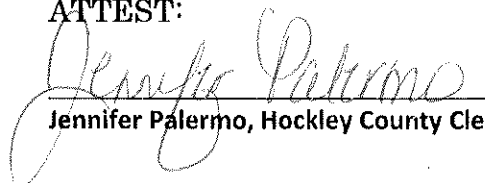

Alan Wisdom, Commissioner
Precinct 1


Larry Carter, Commissioner
Precinct 2


Seth Graf, Commissioner
Precinct 3

ABSENT
Tommy Clevenger, Commissioner
Precinct 4

ATTEST:


Jennifer Palermo, Hockley County Clerk



**AGREEMENT FOR REPRESENTATION
AS ASSISTANT DISTRICT ATTORNEYS**

**CAPITAL MURDER PROSECUTION:
CAUSE NUMBER 21-09-10115
STATE OF TEXAS V. OMAR SOTO CHAVIRA
286TH DISTRICT COURT OF HOCKLEY COUNTY**

PARTIES: This Agreement is made between Angela Overman, 286th Judicial District Attorney ("District Attorney"), Matt Powell, and Tray Payne "Recipients," collectively referred to as the "Parties."

BACKGROUND: Omar Soto Chavira currently stands charged in Cause Number 21-09-10115 before the 286th District Court of Hockley County. Omar Soto Chavira's trial is currently set to begin September 16, 2024, in Lubbock County, Texas, on a change of venue. The District Attorney Office has been awarded proceeds from The District Attorney Office has been awarded proceeds from the Capital Murder Grant ("Funds") pursuant to OOG's CE-County Essentials Program. The District Attorney's Office seeks to utilize its Grant Awarded funds to aid in prosecution of the case State of Texas v. Omar Soto Chavira and if convicted, to seek Death in the sentencing phase of the case.

AGREEMENT:

1. Utilization of Funds: In consideration of the sum of Five Hundred Sixty Thousand Dollars and 00/100 cents (\$560,000.00), to be paid in a flat fee from the District Attorney's Capital Murder Grant pursuant to OOG's CE-County Essentials Program, Recipients will represent the State of Texas as Assistant District Attorney. Duties of Recipient include, but are not limited to, the following: preparing for trial, conducting voir dire examination, litigating the guilt-innocence and sentencing phases in the capital murder prosecution of the State of Texas v Omar Soto Chavira. It is agreed and understood that this fee will not be based upon the number of hours worked multiplied by an applicable hourly rate, and Recipients will not keep records of the time spent or costs incurred. The Fee is based upon the complexity of the facts, exclusivity, and uniqueness of the Recipients services. Further, it is agreed that this contract is voidable at the option of Recipients if this case is tried in any other counties but Lubbock County or Hockley County, Texas.

2. Responsibilities of the Recipient: The Recipient agrees to this flat fee arrangement solely for the purposes outlined in this Agreement and in accordance with all applicable laws. Specifically, the Recipient agrees to represent the State in preparing for trial, conducting voir dire examination, litigating the guilt-innocence and sentencing phases in the prosecution of the State of Texas v. Omar Soto Chavira in Lamb County, Texas. From the flat fee, Recipient is responsible for his own travel, meals or other costs associated with this case. The Flat Fee is intended by the Parties to encompass any and all costs that may arise for Recipient.

3. Responsibilities of Hockley County: Hockley County will maintain sole responsibility for court costs, facility costs, approved expert fees, approved witness fees, approved travel fees for witnesses and experts, approved lodging fees for witness and experts, subpoena fees, subpoena service fees, office related expenses for Hockley County employees, software fees and any technological fees.
4. Compliance with Laws: Parties agree to comply with all federal, state, and local laws, regulations, ordinances, promulgations related to the utilization of OOG's CE-County Essentials Program.

TERM: This agreement shall commence on the date of signing and shall continue until the completion of services agreed. This agreement is solely for the purpose of assisting the prosecution of Omar Soto Chavira. This agreement terminates at the District Court conclusion of the cause. This includes but is not limited to: a verdict (guilty, not guilty, directed or mistrial), and a sentence (death, life without parole, or prison term), a plea entered or any other disposition in this matter, including a hung jury. This agreement does not cover any costs of appeals, unless outlined above. Furthermore, the parties agree that recipients shall not be responsible for any FOIA (open records) requests, costs of writs of habeas corpus, travel costs for recipients or their staff for any post-trial matters and/or appeals or the costs of any witness travel, meals and lodging for any post-trial matters.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

PAYMENT TERMS: Upon signing this contract, the District Attorney will make an initial payment of \$280,000.00, which constitutes half of the total fee of \$560,000.00. The remaining balance is to be paid on or before July 1, 2024. s

AMENDMENTS: No amendments or modifications to this Agreement may be made unless approved by the Hockley County Commissioners Court and signed by all parties.

REPRESENTATION: CLIENT AND ATTORNEY UNDERSTAND THAT REPRESENTATION UNDER THIS AGREEMENT IS SOLELY FOR THE MATTER. CLIENT UNDERSTANDS THAT THIS MATTER IS COMPLETED ONCE A VERDICT IS REACHED OR A PLEA ENTERED; THIS INCLUDES A GUILTY VERDICT, NOT GUILTY VERDICT, DIRECTED VERDICT, MISTRIAL, OR ANY OTHER DISPOSITION OF THIS MATTER.

No compromise, settlement, and/or plea offer will be accepted without the joint consent of the Recipients and District Attorney. However, the District Attorney agrees and understands that except for discussion of a settlement, compromise, and/or plea offer, Recipients have the final

authority on all matters as it relates to the litigation of this suit. Recipients will make all decisions on trial strategy, witness order, and make any and all decisions on which ATTORNEYS will direct or cross examine any and all witnesses. All opening statements, closing arguments, jury voir dire, witness voir dire, direct and cross examination will be done by recipients. **DOCUMENTS AND FILES:** It is the policy of recipients to safeguard any papers, files, materials, or other tangible things belonging to District Attorney while the case is pending, and for a reasonable period of time after the case has been concluded. It is also the policy of recipients to destroy and dispose of any documents, papers, evidence, tangible property, electronically recorded property, files, and all other matters which might otherwise belong to the District Attorney if, after the conclusion of the case, such property remains unclaimed by the District Attorney for a period of more than 5 years after the conclusion of the case.

NO GUARANTEES: Recipients do not make any guarantees (express or implied) with regards to the outcome of the Matter. There are no other terms and/or promises that are not set out in this document. Any changes must be made in writing and approved by both parties. All payments are payable to Payne, Powell, Truitt & Chandler, Attorneys at law.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, or representations.

HOCKLEY COUNTY

Sharla Baldridge,
Hockley County Judge

Date

Attest:

Jennifer Palermo
Hockley County Clerk

Date

Angela Overman

Date

286th Judicial District Attorney
802 Houston, Ste 201
Levelland, TX 79336

Matt Powell
Payne Powell Truitt & Chandler
2529 74th Street
Lubbock, Texas 79423

Date

Tray Payne
Payne Powell, Truitt & Chandler
2529 74th Street
Lubbock, Texas 79423

Date

There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the 13th day of May, A. D. 2024, was examined by me and approved.

Alan Wisdom
Commissioner, Precinct No. 1

[Signature]
Commissioner, Precinct No. 3

Randy Carter
Commissioner, Precinct No. 2

Absent
Commissioner, Precinct No. 4

Shada Baldrige
County Judge

Jennifer Palermo
JENNIFER PALERMO, County Clerk, and
Ex-Officio Clerk of Commissioners' Court
Hockley County, Texas

