



MINUTES

BE IT REMEMBERED that on the 28th day of September, 2020, the Honorable Commissioners Court of Uvalde County, Texas convened in regular session via video conferencing utilizing Zoom. The following members were in attendance:

William R. Mitchell, *County Judge*
Jerry W. Bates, *Commissioner Pct. #3*
Ronnie Garza, *Commissioner Pct. #4*
Valerie Del Toro Romero, *County Clerk and Ex-Officio Clerk of
the Commissioner's Court*

Also connected to video conference utilizing Zoom were: *County Treasurer* Joni Deorsam, *Tax Assessor-Collector* Rita C. Verstuyft, *District Clerk* Christina Ovalle, *County Auditor* Alice Chapman, *Assistant Auditor* Frankie Aguilar, *Road Administrator* Dee Kirkpatrick, *Fairplex Director* Wendy Speer, Joe Jobst with *Employee Benefits* and Julye Keeble with *Uvalde Leader News*.

Absent: Randy Scheide, *Commissioner Pct. #1*, Mariano Pargas Jr., *Commissioner Pct. #2*
and John Dodson, *County Attorney*.

1. Consider and act upon call to order, invocation and pledge of allegiance:

The Honorable William R. Mitchell called the meeting of September 28, 2020 to order at 10:00 AM followed with the invocation, led the Pledge of Allegiance to the United States flag and Texas Pledge of Allegiance.

2. Consider and act upon approval of minutes:

Motion by Commissioner Garza to approve the minutes of September 14, 2020.
Seconded by Commissioner Bates.
Motion carried (2-0).

3. Consider and act upon major medical insurance presentation by agent of record Joe Jobst:

Agent of Record Joe Jobst with Employee Benefits presented to the Court a Medical Market Search Analysis, Uvalde County Cost History, Group and Pension Administrators Uvalde County Medical Spreadsheet for the 2020-2021 fiscal year outlining the renewal, maximum liability and stop loss proposal for major medical insurance benefits for Uvalde County employees. Joe Jobst recommended the current carrier Gerber Life also known as Aran Insurance Company.

Motion by Commissioner Bates to approve the major medical insurance plan as presented by Joe Jobst.

Seconded by Commissioner Garza.
Motion carried (2-0).

4. Consider and act upon public hearing concerning County Clerk's Preservation and Restoration Plan of Archived Records for 2020-2021:

Pursuant to Local Government Code Section §118.025 a public hearing is required to consider the proposed plan for funding the County Clerk Preservation and Restoration Records Plan. The Court opened for a public hearing at 10:20 AM for presentation of the proposed 2020-2021 County Clerk Preservation and Restoration Records Plan and with no comments or questions the public hearing closed at 10:25 AM.

No action taken.

5. Consider and act upon adoption of County Clerk's Preservation and Restoration Plan:

County Clerk Valerie Del Toro Romero outlined the presentation of the proposed 2020-2021 County Clerk's Preservation and Restoration Records Plan.

Motion by Commissioner Bates to approve the County Clerk's Preservation and Restoration Records Plan.

Seconded by Commissioner Garza.

Motion carried (2-0).

6. Consider and act upon public hearing concerning District Clerk's Preservation and Restoration Plan:

Pursuant to Local Government Code Section §51.305 a public hearing is required to consider the proposed plan for funding the District Clerk Preservation and Restoration Records Plan. The Court opened for a public hearing at 10:26 AM for presentation of the proposed 2020-2021 District Clerk Preservation and Restoration Records Plan and with no comments or questions the public hearing closed at 10:26 AM.

No action taken.

7. Consider and act upon adoption of District Clerk's Preservation and Restoration Plan:

District Clerk Christina Ovalle outlined the presentation of the proposed 2020-2021 District Clerk Preservation and Restoration Records Plan.

Motion by Commissioner Garza to approve the District Clerk Preservation and Restoration Records Plan.

Seconded by Commissioner Bates.

Motion carried (2-0).

8. Consider and act upon rental agreements and contracts for Uvalde County Fairplex:

Fairplex Director Wendy Speer outlined the proposed Fairplex rental agreements and contracts along with a proposed addendum regarding group events, Covid-19 and the danger and risk of illness, disease, injury or death associated with the Covid-19 pandemic.

Motion by Commissioner Bates to approve the rental agreements and contracts to include the addendum as presented by Fairplex Director Wendy Speer subject to review and approval of the addendum by County Attorney John Dodson. After the meeting, Wendy Speer sent an email notice that County Attorney John Dodson reviewed and approved the addendum.

Seconded by Commissioner Garza.

Motion carried (2-0).

9. Consider and act upon proposed copy machine lease agreement for elections department:

Assistant Auditor Frankie Aguilar requested approval from the Court on a lease agreement of a Xerox copier for the Uvalde County Elections Department for a period of 36 months at a rate of \$218.57 per month with an effective install date of October 1, 2020 at the new office location of 124 East North Street. The funds for this new contract request were approved in the 2020-2021 Uvalde County budget.

Motion by Commissioner Bates to approve the Xerox copy machine lease agreement.

Seconded by Commissioner Garza.

Motion carried (2-0). Exhibit A Attached.

10. Consider and act upon HTS contract for Endpoint Protection:

County Auditor Alice Chapman requested approval from the Court on the HTS Voice and Data Systems Endpoint Protection User Agreement for the protection of IT data on 202 Uvalde County computers utilizing cybersecurity software protection programs Cylance and Huntress at a rate of \$12 per computer. The contract is for a period of twelve months for a total annual cost of \$29,088.00.

Motion by Commissioner Garza to approve the HTS Voice & Data Systems Endpoint Protection User Agreement.

Seconded by Commissioner Bates.

Motion carried (2-0). Exhibit B Attached.

11. Consider and act upon HTS contract for Data Disaster Recovery:

County Auditor Alice Chapman requested approval from the Court on the HTS Voice and Data Systems Data Disaster Recovery User Agreement for 6.5 Terabytes of managed cloud storage space billed at the equivalent rate of \$0.85 for one gigabyte of storage for a total amount of \$5,657.60 per month. The contract is for a period of twelve months for a total annual cost of \$67,891.20.

Motion by Commissioner Bates to approve the HTS Voice & Data Systems Data Disaster Recovery User Agreement.

Seconded by Commissioner Garza.

Motion carried (2-0). Exhibit C Attached.

12. Consider and act upon 2021 Sheriff and Constable fees:

Pursuant to Texas Local Government Code Section §118.131 the Commissioners Court is required to set fees charged for civil services provided by the Sheriff and Constables for the County of Uvalde before October 1 of each year. These fees are to be reported to the Comptroller's office no later than October 15. The Court considered the proposed 2021 Sheriff and Constable fee's with no recommended changes.

Motion by Commissioner Bates to approve the 2021 Sheriff and Constable fees.

Seconded by Commissioner Garza.

Motion carried (2-0).

13. Consider and act upon 2020-2021 Interlocal Agreements:

The Court considered the 2020-2021 Interlocal Agreements from different entities receiving funding by the County of Uvalde as outlined in the 2020-2021 Uvalde County budget.
Motion by Commissioner Garza to approve the 2020-2021 Interlocal Agreements.
Seconded by Commissioner Bates.
Motion carried (2-0).

14. Consider and act upon appointments to El Progreso Library Board of Directors:

A written request submitted by El Progreso Memorial Library Director Mendell D. Morgan on behalf of the El Progreso Memorial Library Board of Directors to nominate and approve V.J. McElroy, Mimo Alejandro and Hanna Case to be appointed as members to the El Progreso Library Board of Directors. All three individuals have agreed to serve beginning with the 2020-2021 term of office to expire in 2023. The El Progreso Memorial Library Board of Directors consist of nine members including the Chairman with term overlap so that three members retire each year and are replaced by three new members.
Motion by Commissioner Bates to accept the recommendation of the appointments to the El Progreso Library Board of Directors.
Seconded by Garza.
Motion carried (2-0).

15. Consider and act upon Declaration of Local Disaster for Public Health Emergency (Extension 6):

Pursuant to Texas Government Code Section §418.108(a), a sixth extension of Declaration of Local Disaster for Public Health Emergency was considered and approved by the Court for a period of not more than thirty days from the date of this declaration unless continued or renewed by the Court related to the Coronavirus now designated SARS-CoV2 which causes the disease COVID-19 that has now spread throughout the world and has now been declared a global pandemic.
Motion by Commissioner Garza to approve the sixth extension of the Declaration of Local Disaster for Public Health Emergency.
Seconded by Commissioner Bates.
Motion carried (2-0).

16. Consider and act upon award of bids:

The Court considered the submission of bids/proposals for County Morgue and Highway 83/CR350 Intersection. Two properly submitted bids/proposals were received for County Morgue; one from Hillcrest Memorial Funeral Home at a rate of zero per pauper case and one from Rushing Estes Knowles Mortuary in the amount of zero per pauper case. Both companies are well qualified and both bids/proposals were equal in all levels. It was recommended to the Court that a coin toss determine the award of the bid/proposal assigning heads to Rushing Estes Knowles Mortuary and tails to Hillcrest Memorial Funeral Home. A quarter was in the coin toss that landed on tails awarding the bid/proposal to Hillcrest Memorial Funeral Home.

Motion by Commissioner Bates to award the County Morgue bid/proposal to Hillcrest Funeral Home.

Seconded by Commissioner Garza.

Motion carried (2-0).

One bid/proposal was received for the portion of the property owned by the County of Uvalde located on Highway 83/CR 350 Intersection from River Rim Resort at a rate of one payment to Uvalde County in the amount of \$1,100.00 for a period of a twelve month lease. Motion by Commissioner Bates to award the bid/proposal of the Highway 83/CR 350 Intersection to River Rim Resort.

Seconded by Commissioner Garza.

Motion carried (2-0).

Copies of bids/proposals may be obtained from the office of the Uvalde County Judge.

17. Consider and act upon Road Administrators report:

Road Administrator Dee Kirkpatrick informed the Court that the Road Department worked on disposing of used tires and modified an old feed container to be used to store tires. Mr. Kirkpatrick met with Union Pacific Railroad representatives regarding the work East of Knippa with heavy equipment and traffic on County Roads 341, 343 and 344 addressing area resident concerns and reported to the Court the following; that spraying of the Speer Dam was completed, graveling of County Road 412, roughing in the road across County Road 416, placing boulders at the first crossing on County Road 352 and added base to County Road 301 to begin paving.

No action taken.

18. Consider and act upon line item budget amendments:

County Auditor Alice Chapman outlined the line item budget amendments presented to the Court for consideration and approval.

Motion by Commissioner Garza to approve line item budget amendments.

Seconded by Commissioner Bates.

Motion carried (2-0). Exhibit D Attached.

19. Consider and act upon payment of bills:

Motion by Commissioner Bates to approve payment of bills.

Seconded by Commissioner Garza.

Motion carried (2-0).

20. Consider and act upon approval of monthly reports:

Monthly reports on file for review in the office of the Uvalde County Clerk were presented for consideration and approval.

Motion by Commissioner Bates to approve monthly reports.

Seconded by Commissioner Garza.

Motion carried (2-0).

21. Consider and act upon payroll approval:

Motion by Commissioner Bates to approve payroll.
Seconded by Commissioner Garza.
Motion carried (2-0).

22. Consider and act upon resolutions and proclamations:

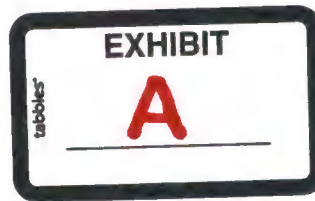
The Court approved resolutions in honor of the memory of the following individuals:

Gloria Barrera †
Dr. Herbert "Herbie" Carper, Jr., PHD †
Ernen Haby †
Patricia Roann Stoner Crawford †
Maria Ybarra †

With no further business, the meeting of September 28, 2020 was adjourned.

Exhibits identified under a specific agenda item are included as supporting documentation of the action taken by the Uvalde County Commissioners Court and are placed after the minutes and before the last page titled Commissioners Court Order.

Lease Agreement



Customer: UVALDE, COUNTY OF

Bill To: UVALDE COUNTY
COUNTY AUDITOR
COURTHOUSE PLZ BOX 4
100 N GETTY ST
UVALDE, TX 78801-5239

Install: UVALDE COUNTY
ELECTIONS DEPT
124 E NORTH ST
UVALDE, TX 78801-5333

State or Local Government Negotiated Contract : 072804700

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8145H (XEROX C8145H)	<ul style="list-style-type: none"> - Br Finisher-2/3 Hp - 1 Line Fax - Hdd Kit - Convenience Stapler - Wireless Kit - Customer Ed - Analyst Services 	Lease Term: 36 months Purchase Option: FMV	10/1/2020

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8145H	\$218.57	1: Black and White Impressions	1 - 15,000 15,001+	Included \$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0456	
Total	\$218.57	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: William R Mitchell

Phone: (830)278-3216

William R Mitchell
Signature: _____

Date: *September 28, 2020*

Thank You for your business!
This Agreement is proudly presented by Xerox and

Jacqueline Rendon
(830)591-0500

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



**HTS VOICE & DATA SYSTEMS
ENDPOINT PROTECTION
END USER AGREEMENT**

THIS END USER AGREEMENT (this "Agreement") is entered into as of October 1, 2020 between HTS Voice & Data Systems & Uvalde County. HTS Voice & Data Systems, a Texas Corporation; having offices at 12918 Flagship San Antonio, Texas 78247 and Uvalde County having offices at 100 N. Getty Courthouse, Uvalde, Texas 78801.

1. DEFINITIONS In this Agreement, the following words and expressions shall have the following meanings:

"Documentation" means documentation relating to the use of the Software.

"Service" or "Service Plan" means one of the various online backup service plans listed in Exhibit A or on HTS Voice & Data Systems' website.

"Software" means HTS Voice & Data Systems' proprietary Software used for protection of IT data, Cylance & Huntress.

2. LICENSE TO USE SOFTWARE. Upon the terms and conditions set out in this Agreement, HTS Voice & Data Systems hereby grants End User a personal, non-exclusive, non-transferable license, without right of sub-license, to access and use the Software and Documentation. Prices are exclusive of all taxes, which are End User's sole responsibility.

3. PRICING.

The price paid by Uvalde County to HTS Voice & Data Systems for EndPoint Protection: \$29,088 annually; \$12/Seat per month, 202 seats.

4. RESTRICTIONS ON USE. End User shall not, directly or indirectly: (i) create or enable the creation of derivative works, modifications, or adaptations of the Software or Documentation; (ii) decompile, reverse engineer or disassemble the Software; (iii) distribute or disclose the Software or Documentation to third parties; (iv) remove or modify any copyright, trademark, patent or other proprietary marking or restrictive legends placed on the Software or Documentation; (v) use any automatic device or program or manual process to monitor, copy or reproduce the Software or Documentation; (vi) modify the Software or Documentation or interfere with the proper operation of the Software or the use of the Software by third parties; or (vii) use the Software in violation of any applicable local, state, national or international law or regulation.

5. SERVICES. HTS Voice & Data Systems shall deploy proprietary software over all End User computer devices. The HTS Voice & Data Systems' key will be used to activate the Antivirus software which will tie that machine to the HTS Voice & Data Systems SOC (Security Operations Center). The SOC will actively monitor and mitigate alerting, the system provides, and act to remove any threats deemed as malicious which would cause harm to the End User environment. HTS Voice & Data Systems will modify policies both as it deems are critical for the security and integrity of the End User environment as well as upon request when valid blocked operations are cleared as legitimate functions. HTS Voice & Data Systems will held harmless should the End User or one of its representatives modify the system in place which creates a vulnerability, including, without limitation, any of the following circumstances: (i) full or partial failure of the

Software or the Services, (ii) a breach in the security of the Software or the Services, or (iii) a breach by End User of any of End User's obligations under this Agreement.

6. FEES, TAXES AND PAYMENT.

- 6.1. Fees.** In exchange for the License and the Services provided by HTS Voice & Data Systems under this Agreement, End User shall pay HTS Voice & Data Systems in advance a monthly fee based on the service plan End User has selected. If HTS Voice & Data Systems does not receive written notice of a request for service termination by End User, End User acknowledges and understands that HTS Voice & Data Systems will continue to charge End User for the Services as long as End User's account remains active regardless if the Services are used or not.
- 6.2. Taxes.** End User is responsible for all sales, use and other taxes that are levied or imposed by reason of the License, End User's use of the Software or the Services, this Agreement, or the transactions contemplated herein, other than taxes imposed on HTS Voice & Data Systems' net income.
- 6.3. Payment by Check or Electronic Transfer.** For End Users who choose to pay for the services via check, End Users shall receive an invoice in the mail approximately fifteen (15) days before the beginning of each monthly billing cycle, dated on the first day of the billing cycle. All payments shall be due fifteen (15) days from the date of the invoice. After fifteen days, all amounts due but unpaid shall accrue interest at the lesser of the rate of one and one-half percent (1-1/2%) per month or the maximum rate allowed by applicable law.

7. OWNERSHIP RIGHTS. End User Files Property of End User. All End User Files are and shall remain the exclusive property of End User. End User shall retain all right and title in and to the End User Files, including any proprietary rights in the End User Files. HTS Voice & Data Systems shall not transfer, sell, disclose, license, alter or otherwise use the End User information other than to provide the Services as contemplated by this Agreement.

8. TERM AND TERMINATION.

- 8.1.** The initial term of this Agreement will be for twelve (12) months following the execution date of this Agreement. This Agreement shall renew for additional one-year periods up to three years after both party's review usage and agree on the renewal terms and conditions for the upcoming year. The new Agreement will be reviewed in the eleventh (11th) month of the term.
- 8.2. Termination by End User.** End User may terminate this Agreement at any time after the initial one-year term by providing HTS Voice & Data Systems with written notice of End User's intent to terminate use of the Service. At the time of termination, it will be the End Users' responsibility to remove any proprietary software included in this contract. Billing will continue on an as-used basis, if any licenses are still active after the stated termination date. HTS Voice & Data Systems shall not provide a prorated refund for any unused portion of the Services paid in advance by End User.
- 8.3. Termination by HTS Voice & Data Systems for Breach.** HTS Voice & Data Systems may, by written notice to End User, terminate this Agreement, including all licenses granted hereunder, in the event of a default by End User. Each of the following shall constitute a default: (i) failure by End User to pay HTS Voice & Data Systems in full for any fee(s) and/or charge(s) due to HTS Voice & Data Systems if payment is not rendered

within fifteen (15) days after the payment was due; (ii) any breach of any material term or obligation of this Agreement if not remedied within thirty (30) days after written receipt of notice; (iii) any material breach of license grants, license restrictions, intellectual property rights, or confidentiality provisions provided herein effective immediately upon receipt of notice from HTS Voice & Data Systems; or (iv) End User becomes the subject of any bankruptcy, insolvency, or reorganization proceeding, or generally seeks relief from its debts, or becomes or is declared, by any court of competent jurisdiction, to be insolvent. At the time of termination, it will be the End Users' responsibility to remove any proprietary software included in this contract. Billing will continue on an as-used basis, if any licenses are still active after the stated termination date.

- 8.4. Termination by HTS Voice & Data Systems without Cause.** HTS Voice & Data Systems may terminate this Agreement, including all licenses granted hereunder, without cause upon thirty (30) days written notice. Should HTS Voice & Data Systems opt to terminate the Agreement without cause, HTS Voice & Data Systems agrees to allow End User not less than 30 days following notification of termination to remove all proprietary software from their environment.
- 8.5. DISPOSITION OF DATA ON TERMINATION.** END USER UNDERSTANDS THAT ALL END USER FILES STORED BY HTS Voice & Data Systems UNDER THIS AGREEMENT SHALL BE DELETED ON OR AFTER SEVEN (7) DAYS FROM THE TERMINATION DATE OF THIS AGREEMENT (THE "TERMINATION PERIOD"). END USER ACKNOWLEDGES THAT AFTER THE TERMINATION PERIOD, END USER FILES WILL NO LONGER BE ACCESSIBLE TO END USER.
- 8.6. Payment of Fees and Other Matters upon Termination.** Upon the termination of this Agreement for any reason, End User shall pay to HTS Voice & Data Systems any and all outstanding fees, charges and other amounts relating to the Software and the Services or otherwise which are due HTS Voice & Data Systems. All rights granted by HTS Voice & Data Systems under this Agreement shall cease upon the expiration or termination of this Agreement for any reason, and End User shall immediately begin process to remove the proprietary software and cease any additional use of the Software and/or the Services upon such termination.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL ANY PERSON OR ENTITY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH HTS Voice & Data Systems, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, ATTORNEYS, OR AGENTS (AN "HTS Voice & Data Systems ENTITY") BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA OR INFORMATION, LOSS OF USE OF THE SOFTWARE OR THE SERVICES, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS) WHICH END USER OR OTHERS MAY INCUR OR EXPERIENCE DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SOFTWARE, THE SERVICES, THIS AGREEMENT, OR THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, EVEN IF HTS Voice & Data Systems HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF ALL HTS Voice & Data Systems ENTITIES, ON A COMBINED BASIS, FOR DAMAGES FOR ANY CAUSE WHATSOEVER DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE SOFTWARE OR THE SERVICES, AND REGARDLESS OF THE FORM OF ACTION,

SHALL BE LIMITED TO THE AMOUNT PAID BY END USER TO HTS Voice & Data Systems IN THE SIX (6) FULL CALENDAR MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. INDEMNIFICATION. End User shall defend, hold harmless, and indemnify HTS Voice & Data Systems, and any party claiming by or through HTS Voice & Data Systems (the "HTS Voice & Data Systems Indemnified Parties") from and against any claim, suit or proceeding brought by a third party or government agency against any HTS Voice & Data Systems Indemnified Parties to the extent that it is based on (i) any claim arising out of End User's use of the Software, Documentation or the Services; (ii) any claim with respect to, or arising out of, the End User Files, including, without limitation, any claim that such End User Files infringe any patent, copyright, trademark, trade secret or other proprietary right or any contractual right or privacy right of any third party; or (iii) any claim arising out of any breach by End User of any of its representations, warranties, or covenants hereunder; provided that End User's indemnification obligations hereunder shall not apply to the extent the claim suit or proceeding is based on the negligent or intentional conduct of any HTS Voice & Data Systems employee or party claiming by or through HTS Voice & Data Systems (the "HTS Voice & Data Systems Indemnified Parties").

11. REPRESENTATIONS AND WARRANTIES.

11.1. End User Warranty. End User represents and warrants that no End User usage will infringe upon or violate any patent, copyright, trademark, trade secret or other proprietary right or any contractual right or privacy right of any third party. End User further represents and warrants that it is duly authorized to enter into this Agreement and make the commitments set forth herein.

11.2. Warranty Disclaimers. END USER UNDERSTANDS AND AGREES THAT THE SOFTWARE, THE DOCUMENTATION, THE SERVICES, ANY COMPONENTS THEREOF, AND ANY OTHER MATERIALS ARE PROVIDED STRICTLY "AS IS." HTS Voice & Data Systems, AND ANY THIRD PARTY SERVICE PROVIDERS, SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND TO END USER AND OTHER THIRD PARTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF PERFORMANCE, ANY AND ALL WARRANTIES OF FREEDOM FROM ERRORS OR DEFECTS, ANY AND ALL WARRANTIES OF NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. HTS Voice & Data Systems MAKES NO REPRESENTATION OR WARRANTY AS TO THE TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE, THE SERVICES OR ANY INFORMATION CONTAINED IN OR ACCESSED BY OR THROUGH THE SOFTWARE OR THE DOCUMENTATION OR THE SERVICES, OR AS TO THE RESULTS TO BE ATTAINED BY END USER OR ANY THIRD PARTY FROM ACCESS TO OR USE OF THE SOFTWARE OR THE SERVICES. END USER HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY HTS Voice & Data Systems. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

11.3. Export Controls and Assurances. End User understands that the Software and Documentation are subject to regulation by agencies of the United States Government as well as the laws and regulations of other applicable countries which prohibit export, importation or diversion of certain technological products or services to certain countries and individuals. End User hereby specifically agrees to comply in all respects with such export, re-export, and/or import restrictions and not to export, or allow the re-export of the Software, Documentation, or any direct product thereof except with all necessary export licenses and approvals. End User may not export/import or re-export/import the Licensed Software (or provide to a national of) countries in the US Government Country Group E:1 or E:2 without a license or license exception from the U.S. Department of Commerce nor otherwise violate any provisions of U.S. export laws including exporting to any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders. By using the Software, you are agreeing to the foregoing provisions and you are certifying that you are not located in, under the control of, or a national or resident of any such country or on any such list.

12. GENERAL

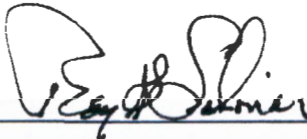
- 12.1.** Assignment. This Agreement may not be assigned by either party without the prior written consent of the other, and any attempt to assign any rights, duties or obligations which arise under this Agreement without such consent shall be null and void. However, either party may assign this Agreement to any person or entity acquiring all or substantially all of its assets or which is a successor by merger to a party, or with respect to HTS Voice & Data Systems, to any party acquiring HTS Voice & Data Systems' business and/or assets which are related to the Software or the Services. If HTS Voice & Data Systems sells or assigns its business or assets which are related to the Software or the Services, any End User EndPoint Protection infrastructure in HTS Voice & Data Systems' possession at that time shall be transferred to such acquirer in connection with such assignment, and End User hereby consents to such transfer.
- 12.2.** Governing Law. This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules applicable to contracts to be performed entirely within the State of New York. For all such matters, each party submits to the exclusive jurisdiction of the state and federal courts located in the State of Texas, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.
- 12.3.** Government Use. The Software is a "Commercial Item," as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212, 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government End Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-End Users pursuant to the terms and conditions herein. The Software, Documentation and Services have been developed at private expense and are sold commercially to the general public. They are provided under any U.S. government contracts or subcontracts with the most restricted and the most limited rights permitted by law and regulation. Whenever so permitted, the government and any intermediate buyers will obtain only those rights specified in our standard commercial license. Thus, the Software,

Documentation and Services referenced herein, and provided by HTS Voice & Data Systems to any agency of the U. S. Government or U. S. Government contractor or subcontractor at any tier shall be subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations.

- 12.4. Force Majeure. Neither party shall be liable for any failure or delay in the performance of any of its respective obligations (other than the payment of fees) if prevented from doing so by a cause or causes beyond its reasonable control (a "Force Majeure Event"). Without limiting the generality of the foregoing, Force Majeure Events include: fires, floods, terrorism, strikes, blackouts, war, restraints of government, utility or communications failures or interruptions, failures of third-party vendors, Internet slow-downs or failures, computer hackers or other causes that are beyond a party's reasonable control. Failure to meet due dates or time schedules resulting from a Force Majeure Event shall extend the due dates or time schedules for reasonable periods of time as determined by HTS Voice & Data Systems in good faith.
- 12.5. Entire Agreement. This Agreement and any schedules attached hereto constitute the entire Agreement of the parties with respect to the subject matter hereof and supersede any and all existing agreements relating to the subject matter hereof. To the extent there is any conflict among the terms of this Agreement and any attached schedules, the terms of this Agreement shall control.
- 12.6. No Waiver. Neither this Agreement nor any provision hereof may be waived, modified, amended, or terminated except by written agreement signed by the party affected by such waiver, modification, amendment, or termination. No failure on the part of any party to exercise and no delay in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right.
- 12.7. Cumulative Remedies. No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or existing at law or in equity, by statute or otherwise.
- 12.8. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and sent by electronic mail (email), facsimile, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address of each party set forth above, or to an alternative address designated in writing by a party. Notices shall be effective as of the date of receipt.
- 12.9. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall apply only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and that provision and this Agreement generally shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in this Agreement.
- 12.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 12.11. Independent Contractors. This Agreement shall create an independent contractor relationship between HTS Voice & Data Systems and End User. Neither party shall have any authority to act in any way as a representative of the other, or to bind the other to any third party, except as specifically set forth herein, and the parties shall not be deemed to be partners, joint ventures or the like by virtue of the provisions hereof.

- 12.12. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties. The parties intend that there shall be no third-party beneficiaries under this Agreement, and that no person or entity, except the parties, shall have any rights or remedies under this Agreement, including the right to bring any action because of its breach or in any relation to it whether in contract, in tort, or otherwise.
- 12.13. Headings. The headings preceding the various paragraphs and subparagraphs of this Agreement are intended solely for the convenience of the parties and shall not be deemed relevant in the construction of this Agreement or its terms.
- 12.14. Survival. The obligations under Sections 4, 5, 7, 9 and 10 (and this Section 12.14) shall survive the termination or expiration of this Agreement. In witness whereof, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

HTS Voice & Data Systems

By  9/8/2020
Date

Name: Rey G. Salinas
Title: CEO
Tel: 210-495-5520
Fax: 210-495-6538
Email: rsalinas@hts-tx.com

UVALDE COUNTY

By  9/28/2020
Date

Name: William R. Mitchell
Title: County Judge
Tel: 830-278-3216
Fax: 830-278-9506
Email: wrmcj@uvaldecountry.com



**HTS VOICE & DATA SYSTEMS
DATA DISASTER RECOVERY
END USER AGREEMENT**

THIS END USER AGREEMENT (this "Agreement") is entered into as of October 1, 2020 between HTS Voice & Data Systems & Uvalde County. HTS Voice & Data Systems, a Texas Corporation; having offices at 12918 Flagship San Antonio, Texas 78247 and Uvalde County having offices at 100 N. Getty Courthouse, Uvalde, Texas 78801.

1. DEFINITIONS In this Agreement, the following words and expressions shall have the following meanings:

"Documentation" means documentation relating to the use of the Software.

"Service" or "Service Plan" means one of the various online backup service plans listed in Exhibit A or on HTS Voice & Data Systems' website.

"Software" means HTS Voice & Data Systems' proprietary Software.

"Base Storage Amount" means 6.5 Terabytes (TB) of cloud storage space.

2. LICENSE TO USE SOFTWARE. Upon the terms and conditions set out in this Agreement, HTS Voice & Data Systems hereby grants End User a personal, non-exclusive, non-transferable license, without right of sub-license, to access and use the Software and Documentation. Prices are exclusive of all taxes, which are End User's sole responsibility.

3. PRICING.

The price paid by Uvalde County to HTS Voice & Data Systems for managed Cloud Storage: \$5,657.60 per month, \$67,891.20 annually; 6.5TB

Over usage amount shall be billed at the equivalent rate of \$0.85 for one (1) GB of storage, billed in increments of Gigabytes.

4. RESTRICTIONS ON USE. End User shall not, directly or indirectly: (i) create or enable the creation of derivative works, modifications, or adaptations of the Software or Documentation; (ii) decompile, reverse engineer or disassemble the Software; (iii) distribute or disclose the Software or Documentation to third parties; (iv) remove or modify any copyright, trademark, patent or other proprietary marking or restrictive legends placed on the Software or Documentation; (v) use any automatic device or program or manual process to monitor, copy or reproduce the Software or Documentation; (vi) modify the Software or Documentation or interfere with the proper operation of the Software or the use of the Software by third parties; or (vii) use the Software in violation of any applicable local, state, national or international law or regulation.

5. SERVICES. HTS Voice & Data Systems shall establish an online storage and backup account in the name of End User (the "End User Account") to receive, via the Internet, and store End User files (the "End User Files"). Pursuant to HTS Voice & Data Systems' instructions, End User shall choose an Encryption Key and Password for use in connection with the Services and for access to User Files. The Software shall be designed to permit access to End User Files only with a valid Encryption Key and Password. HTS Voice & Data Systems shall have the right to block or suspend End User's access to the Software, or the Services as HTS Voice & Data Systems may, in its reasonable discretion, deem necessary to preserve the security and integrity

of the Software and the Services, including, without limitation, upon any of the following circumstances: (i) full or partial failure of the Software or the Services, (ii) a breach in the security of the Software or the Services, or (iii) a breach by End User of any of End User's obligations under this Agreement.

6. FEES, TAXES AND PAYMENT.

- 6.1. Fees.** In exchange for the License and the Services provided by HTS Voice & Data Systems under this Agreement, End User shall pay HTS Voice & Data Systems in advance a monthly fee based on the service plan End User has selected. If HTS Voice & Data Systems does not receive written notice of a request for service termination by End User, End User acknowledges and understands that HTS Voice & Data Systems will continue to charge End User for the Services as long as End User's account remains active regardless if the Services are used or not.
- 6.2. Over usage Charges.** End User acknowledges that at the end of each billing period, if End User is using more than the allotted amount of storage based on the service plan End User has selected, then HTS Voice & Data Systems shall charge an additional fee for End User's over usage of the Services. Such fee shall be calculated based on incremental Bytes used multiplied by the implied price per Gigabyte for additional storage for the service plan the End User selected.
- 6.3. Taxes.** End User is responsible for all sales, use and other taxes that are levied or imposed by reason of the License, End User's use of the Software or the Services, this Agreement, or the transactions contemplated herein, other than taxes imposed on HTS Voice & Data Systems' net income.
- 6.4. Payment by Check.** For End Users who choose to pay for the services via check, End Users shall receive an invoice in the mail approximately fifteen (15) days before the beginning of each monthly billing cycle, dated on the first day of the billing cycle. All payments shall be due fifteen (15) days from the date of the invoice. After fifteen days, all amounts due but unpaid shall accrue interest at the lesser of the rate of one and one-half percent (1-1/2%) per month or the maximum rate allowed by applicable law.

7. OWNERSHIP RIGHTS. End User Files Property of End User. All End User Files are and shall remain the exclusive property of End User. End User shall retain all right and title in and to the End User Files, including any proprietary rights in the End User Files. HTS Voice & Data Systems shall not transfer, sell, disclose, license, alter or otherwise use the End User Files other than to provide the Services as contemplated by this Agreement. HTS Voice & Data Systems shall have the right to make copies of End User Files stored in connection with the Services, however, HTS Voice & Data Systems is not obligated to archive such copies and will utilize them only for backup purposes.

8. TERM AND TERMINATION.

- 8.1.** The initial term of this Agreement will be for twelve (12) months following the execution date of this Agreement. This Agreement shall renew for additional one-year periods up to three years after both party's review and agree on the renewal terms and conditions for the upcoming year. The new Agreement will be reviewed in the eleventh (11th) month of the term.
- 8.2. Termination by End User.** End User may terminate this Agreement at any time after the initial one-year term by providing HTS Voice & Data Systems with written notice of End User's intent to terminate use of the Service. At the time of termination, the End User's

access to End User Account will be deleted and any of End User Files stored by the Service will be permanently deleted 7 days after receipt of intent to terminate and will be non-recoverable. HTS Voice & Data Systems shall not provide a refund for any unused portion of the Services paid in advance by End User.

- 8.3. Termination by HTS Voice & Data Systems for Breach. HTS Voice & Data Systems may, by written notice to End User, terminate this Agreement, including all licenses granted hereunder, in the event of a default by End User. Each of the following shall constitute a default: (i) failure by End User to pay HTS Voice & Data Systems in full for any fee(s) and/or charge(s) due to HTS Voice & Data Systems if payment is not rendered within fifteen (15) days after the payment was due; (ii) any breach of any material term or obligation of this Agreement if not remedied within thirty (30) days after written receipt of notice; (iii) any material breach of license grants, license restrictions, intellectual property rights, or confidentiality provisions provided herein effective immediately upon receipt of notice from HTS Voice & Data Systems; or (iv) End User becomes the subject of any bankruptcy, insolvency, or reorganization proceeding, or generally seeks relief from its debts, or becomes or is declared, by any court of competent jurisdiction, to be insolvent.
- 8.4. Termination by HTS Voice & Data Systems without Cause. HTS Voice & Data Systems may terminate this Agreement, including all licenses granted hereunder, without cause upon thirty (30) days written notice. Should HTS Voice & Data Systems opt to terminate the Agreement without cause, HTS Voice & Data Systems agrees to allow End User access to End User Account and End User Files for not less than 30 days following notification of termination. HTS Voice & Data Systems also agrees to provide a refund for any unused portion of the Services paid in advance by End User.
- 8.5. DISPOSITION OF DATA ON TERMINATION. END USER UNDERSTANDS THAT ALL END USER FILES STORED BY HTS Voice & Data Systems UNDER THIS AGREEMENT SHALL BE DELETED ON OR AFTER SEVEN (7) DAYS FROM THE TERMINATION DATE OF THIS AGREEMENT (THE "TERMINATION PERIOD"). END USER ACKNOWLEDGES THAT AFTER THE TERMINATION PERIOD, END USER FILES WILL NO LONGER BE ACCESSIBLE TO END USER.
- 8.6. Payment of Fees and Other Matters upon Termination. Upon the termination of this Agreement for any reason, End User shall pay to HTS Voice & Data Systems any and all outstanding fees, charges and other amounts relating to the Software and the Services or otherwise which are due HTS Voice & Data Systems. All rights granted by HTS Voice & Data Systems under this Agreement shall cease upon the expiration or termination of this Agreement for any reason, and End User shall immediately cease any use of the Software and/or the Services upon such termination.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL ANY PERSON OR ENTITY CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL WITH HTS Voice & Data Systems, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, ATTORNEYS, OR AGENTS (AN "HTS Voice & Data Systems ENTITY") BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA OR INFORMATION, LOSS OF USE OF THE SOFTWARE OR THE SERVICES, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, COSTS OF SUBSTITUTE SERVICES, OR DOWNTIME COSTS) WHICH END USER OR OTHERS MAY INCUR OR EXPERIENCE DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE SOFTWARE, THE SERVICES, THIS AGREEMENT, OR THE EXPIRATION OR

TERMINATION OF THIS AGREEMENT, EVEN IF HTS Voice & Data Systems HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY OF ALL HTS Voice & Data Systems ENTITIES, ON A COMBINED BASIS, FOR DAMAGES FOR ANY CAUSE WHATSOEVER DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE SOFTWARE OR THE SERVICES, AND REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE AMOUNT PAID BY END USER TO HTS Voice & Data Systems IN THE SIX (6) FULL CALENDAR MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. INDEMNIFICATION. End User shall defend, hold harmless, and indemnify HTS Voice & Data Systems, and any party claiming by or through HTS Voice & Data Systems (the "HTS Voice & Data Systems Indemnified Parties") from and against any claim, suit or proceeding brought by a third party or government agency against any HTS Voice & Data Systems Indemnified Parties to the extent that it is based on (i) any claim arising out of End User's use of the Software, Documentation or the Services; (ii) any claim with respect to, or arising out of, the End User Files, including, without limitation, any claim that such End User Files infringe any patent, copyright, trademark, trade secret or other proprietary right or any contractual right or privacy right of any third party; or (iii) any claim arising out of any breach by End User of any of its representations, warranties, or covenants hereunder; provided that End User's indemnification obligations hereunder shall not apply to the extent the claim suit or proceeding is based on the negligent or intentional conduct of any HTS Voice & Data Systems employee or party claiming by or through HTS Voice & Data Systems (the "HTS Voice & Data Systems Indemnified Parties").

11. REPRESENTATIONS AND WARRANTIES.

11.1. End User Warranty. End User represents and warrants that, at the time it provides any End User Files to HTS Voice & Data Systems and at all times during which such End User Files are stored in connection with the Services, it is the owner of all such End User Files, and all confidential information contained therein, and has full authority to provide the End User Files to HTS Voice & Data Systems as contemplated by this Agreement. End User represents and warrants that no End User Files infringe upon or violate any patent, copyright, trademark, trade secret or other proprietary right or any contractual right or privacy right of any third party. End User further represents and warrants that it is duly authorized to enter into this Agreement and make the commitments set forth herein.

11.2. Warranty Disclaimers. END USER UNDERSTANDS AND AGREES THAT THE SOFTWARE, THE DOCUMENTATION, THE SERVICES, ANY COMPONENTS THEREOF, AND ANY OTHER MATERIALS ARE PROVIDED STRICTLY "AS IS." HTS Voice & Data Systems, AND ANY THIRD PARTY SERVICE PROVIDERS, SPECIFICALLY DISCLAIM, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND TO END USER AND OTHER THIRD PARTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF PERFORMANCE, ANY AND ALL WARRANTIES OF FREEDOM FROM ERRORS OR DEFECTS, ANY AND ALL WARRANTIES OF NON-

INFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. HTS Voice & Data Systems MAKES NO REPRESENTATION OR WARRANTY AS TO THE TIMELINESS, SECURITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE, THE SERVICES OR ANY INFORMATION CONTAINED IN OR ACCESSED BY OR THROUGH THE SOFTWARE OR THE DOCUMENTATION OR THE SERVICES, OR AS TO THE RESULTS TO BE ATTAINED BY END USER OR ANY THIRD PARTY FROM ACCESS TO OR USE OF THE SOFTWARE OR THE SERVICES. END USER HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY HTS Voice & Data Systems. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

- 11.3. Export Controls and Assurances.** End User understands that the Software and Documentation are subject to regulation by agencies of the United States Government as well as the laws and regulations of other applicable countries which prohibit export, importation or diversion of certain technological products or services to certain countries and individuals. End User hereby specifically agrees to comply in all respects with such export, re-export, and/or import restrictions and not to export, or allow the re-export of the Software, Documentation, or any direct product thereof except with all necessary export licenses and approvals. End User may not export/import or re-export/import the Licensed Software (or provide to a national of) countries in the US Government Country Group E:1 or E:2 without a license or license exception from the U.S. Department of Commerce nor otherwise violate any provisions of U.S. export laws including exporting to any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders. By using the Software, you are agreeing to the foregoing provisions and you are certifying that you are not located in, under the control of, or a national or resident of any such country or on any such list.

12. GENERAL

- 12.1. Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other, and any attempt to assign any rights, duties or obligations which arise under this Agreement without such consent shall be null and void. However, either party may assign this Agreement to any person or entity acquiring all or substantially all of its assets or which is a successor by merger to a party, or with respect to HTS Voice & Data Systems, to any party acquiring HTS Voice & Data Systems' business and/or assets which are related to the Software or the Services. If HTS Voice & Data Systems sells or assigns its business or assets which are related to the Software or the Services, any End User Files in HTS Voice & Data Systems' possession at that time shall be transferred to such acquirer in connection with such assignment, and End User hereby consents to such transfer.
- 12.2. Governing Law.** This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules applicable to contracts to be performed entirely within the State of New York. For all such matters, each party submits to the exclusive jurisdiction of the state and federal courts located in the State of Texas, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

- 12.3. Government Use.** The Software is a "Commercial Item," as that term is defined at 48 C.F.R 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212, 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government End Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end-End Users pursuant to the terms and conditions herein. The Software, Documentation and Services have been developed at private expense and are sold commercially to the general public. They are provided under any U.S. government contracts or subcontracts with the most restricted and the most limited rights permitted by law and regulation. Whenever so permitted, the government and any intermediate buyers will obtain only those rights specified in our standard commercial license. Thus, the Software, Documentation and Services referenced herein, and provided by HTS Voice & Data Systems to any agency of the U. S. Government or U. S. Government contractor or subcontractor at any tier shall be subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations.
- 12.4. Force Majeure.** Neither party shall be liable for any failure or delay in the performance of any of its respective obligations (other than the payment of fees) if prevented from doing so by a cause or causes beyond its reasonable control (a "Force Majeure Event"). Without limiting the generality of the foregoing, Force Majeure Events include: fires, floods, terrorism, strikes, blackouts, war, restraints of government, utility or communications failures or interruptions, failures of third-party vendors, Internet slow-downs or failures, computer hackers or other causes that are beyond a party's reasonable control. Failure to meet due dates or time schedules resulting from a Force Majeure Event shall extend the due dates or time schedules for reasonable periods of time as determined by HTS Voice & Data Systems in good faith.
- 12.5. Entire Agreement.** This Agreement and any schedules attached hereto constitute the entire Agreement of the parties with respect to the subject matter hereof and supersede any and all existing agreements relating to the subject matter hereof. To the extent there is any conflict among the terms of this Agreement and any attached schedules, the terms of this Agreement shall control.
- 12.6. No Waiver.** Neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by written agreement signed by the party affected by such waiver, modification, amendment, or termination. No failure on the part of any party to exercise and no delay in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right.
- 12.7. Cumulative Remedies.** No remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement or existing at law or in equity, by statute or otherwise.
- 12.8. Notices.** All notices and other communications required or permitted under this Agreement shall be in writing and sent by electronic mail (email), facsimile, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address of each party set forth above, or to an alternative address designated in writing by a party. Notices shall be effective as of the date of receipt.

- 12.9. Severability.** If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall apply only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and that provision and this Agreement generally shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in this Agreement.
- 12.10. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- 12.11. Independent Contractors.** This Agreement shall create an independent contractor relationship between HTS Voice & Data Systems and End User. Neither party shall have any authority to act in any way as a representative of the other, or to bind the other to any third party, except as specifically set forth herein, and the parties shall not be deemed to be partners, joint ventures or the like by virtue of the provisions hereof.
- 12.12. No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure solely to the benefit of the parties. The parties intend that there shall be no third-party beneficiaries under this Agreement, and that no person or entity, except the parties, shall have any rights or remedies under this Agreement, including the right to bring any action because of its breach or in any relation to it whether in contract, in tort, or otherwise.
- 12.13. Headings.** The headings preceding the various paragraphs and subparagraphs of this Agreement are intended solely for the convenience of the parties and shall not be deemed relevant in the construction of this Agreement or its terms.
- 12.14. Survival.** The obligations under Sections 4, 5, 7, 9 and 10 (and this Section 12.14) shall survive the termination or expiration of this Agreement. In witness whereof, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

HTS Voice & Data Systems

UVALDE COUNTY

By Rey G. Salinas 9/8/20
Date

Name: Rey G. Salinas
Title: CEO
Tel: 210-495-5520
Fax: 210-495-6538
Email: rsalinas@hts-tx.com

By William R. Mitchell September 28th 2020
Date

Name: William R. Mitchell
Title: County Judge
Tel: 830-278-3216
Fax: 830-278-9506
Email: wrmcj@uvaldecountry.com



COUNTY OF UVALDE
FYE 9/30/20

COMMISSIONERS COURT MEETING
September 28, 2020

TRANSFERS AND/OR AMENDMENTS

LINE ITEM	TYPE OF ACCOUNT	NAME OF ACCOUNT	CURRENT BUDGET	AMENDED BUDGET	INCREASE (DECREASE)	TRANSFER FROM AMENDED	Comment
016-403-793	EXPENSE	COUNTY CLERK RECORDS MGMT	\$ -	\$ 9,550.00	\$ 9,550.00	016-403-860	STIPENDS 3 STAFF
010-311-120	REVENUE	PENALTY & INTEREST	\$ 141,232.64	\$ 184,833.78	\$ 43,601.14	NA	REVENUE CERTIFICATION
010-355-252	REVENUE	STATE COMPTROLLER	\$ -	\$ 62,745.87	\$ 62,745.87	NA	REVENUE CERTIFICATION
010-365-411	REVENUE	PROPERTY INSURANCE CLAIM	\$ -	\$ 19,738.31	\$ 19,738.31	NA	REVENUE CERTIFICATION
010-370-404	REVENUE	HOTEL OCCUPANCY TAX	\$ 800,000.00	\$ 938,302.15	\$ 138,302.15	NA	REVENUE CERTIFICATION
010-453-155	EXPENSE	JP3 AUTOPSY	\$ 2,500.00	\$ 99,120.00	\$ 96,620.00	010-420-446	
010-492-777	EXPENSE	ELECTION BLDG MAINTENANCE	\$ -	\$ 25,000.00	\$ 25,000.00	010-420-446	
010-499-450	EXPENSE	TAC OFFICE HEALTH INSURANCE	\$ 30,000.00	\$ 36,000.00	\$ 6,000.00	010-420-446	
010-675-595	EXPENSE	HOTEL OCCUPANCY TAX	\$ 792,000.00	\$ 933,325.60	\$ 141,325.60	NA	OFFSET
010-675-596	EXPENSE	HOTEL OCCUPANCY TAX	\$ 8,000.00	\$ 9,427.54	\$ 1,427.54	NA	
011-310-120	REVENUE	R&B DELINQUENT TAX	\$ 45,000.00	\$ 54,326.59	\$ 9,326.59	NA	REVENUE CERTIFICATION
011-311-120	REVENUE	R&B PENALTY/INTEREST TAX	\$ 31,000.00	\$ 40,574.85	\$ 9,574.85	NA	REVENUE CERTIFICATION
041-700-104	EXPENSE	I&S ELECTION EQUIPMENT	\$ -	\$ 42,421.15	\$ 42,421.15	NA	REVENUE OFFSET
041-700-404	EXPENSE	I&S ELECTION EQUIPMENT	\$ -	\$ 7,578.85	\$ 7,578.85	NA	REVENUE OFFSET

FILED

This 28 day of September A.D. 2020
at 9:04 o'clock A.M.
VALERIE DEL TORO ROMERO
County Clerk, Uvalde County, Texas

By: Valerie Del Toro Romero
Uvalde County Clerk

EXHIBIT

D

10/1/2020

COMMISSIONERS COURT ORDER

On this the 13th day of October, 2020, came to be heard the Uvalde County Commissioners Court Minutes of September 28, 2020, as prepared by the Clerk of the Court.

IT IS THEREFORE ORDERED the foregoing be recorded and entered for record in the UVALDE COUNTY COMMISSIONERS COURT MINUTES, as required by law. (ORDER 03-12-12)

APPROVED BY: _____
William R. Mitchell, County Judge

Randy Scheide, Commissioner Pct. #1

Mariano Pargas, Jr., Commissioner Pct. #2

Jerry W. Bates, Commissioner Pct. #3

Ronnie Garza, Commissioner Pct. #4

(SEAL)

ATTEST: _____
Valerie Del Toro Romero, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Uvalde County, Texas