

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 1st day of October 2018 by and between The 33rd District Judge's and District Attorneys' Office, Texas ("33rd District Office") and Tri-ToImagine, Inc ("Imagine").

In consideration of the mutual premises, covenants and agreements herein contained, the parties agree as follows:

Section 1. Engagement. 33rd District Office hereby engages Imagine, and Imagine hereby accepts such engagement, to perform computer system service and support (the "Services") on 33rd District Office network, which includes but is not limited to: Local Area Networks at each 33rd District Office location (current and future); Wide Area Network connecting 33rd District Office locations (current and future) using cable, phone, fiber, wireless, etc.; and all 33rd District Office workstations and servers (current and future). Imagine shall perform the Services for the benefit of 33rd District Office upon the terms and conditions contained in this Agreement.

Section 2. Term and Termination.

(a) **Term.** The term of Imagine's engagement by 33rd District Office hereunder (the "Term") shall commence on October 1, 2018 and will continue in effect for the duration of one calendar year, unless it is earlier terminated in accordance with this Section.

(b) **Termination.** This Agreement may be terminated prior to the end of the Term upon 30 days notice by either party for any or no reason. Such termination shall be effective 30 days following delivery, by the terminating party to the other party, of written notice of such termination.

Section 3. Service Quality; Fee; Services; Payment Terms; Taxes.

(a) **Service Quality.** The Services and other duties of Imagine hereunder shall be performed promptly upon request by 33rd District Office. All critical emergency service requests should be made directly via telephone to 830-798-1244 or email to support@toimagine.com.

Imagine's services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Imagine to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Imagine. Due to the urgency involved in some service cases, Imagine will make every reasonable effort to provide a temporary or work around solution. Physical response to be defined as; call back and/or email notifying the customer that Imagine is aware of request for service, or onsite and/or remote activity access to begin resolution of issue.

Severity Level 1 – Critical – occurs when the system is not functioning and there is no workaround: such as a Central Server is down or when the workflow of an entire program is not functioning. This level is meant to represent a major issue that results in an unusable system, subsystem, product or critical features. No workaround or immediate solution is available.

Response Time - Physical response within 4 hours of initial notification.

Severity Level 2 – Urgent – occurs when a crucial element in the system, that does not prohibit continuance of basic operations, is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a customer's normal use of the system, subsystem, product or major non-critical features.

Response Time - Physical response within 12 hours of initial notification.

Severity Level 3 – Important – occurs when a system component is not functioning, but the system is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the system, subsystem, product or critical features.

Response Time - Physical response within 72 hours of initial notification.

Severity Level 4 – Minor – occurs when system causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or system update requests.

Response Time - Physical response within 1 week of initial notification.

Incoming cases are automatically assigned an initial Severity Level of 3, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Imagine adheres to strict policy dictated by the level of problem severity.

Non critical or emergency requests shall be made using a provided IT Request form submitted to support@toimagine.com or faxed to 830-798-1246. Imagine shall respond or schedule the requested Services or other duties no later than 48 hours following the time each request is made.

(b) **Fee.** In exchange for Imagine's ongoing performance of the Services and the other duties and obligations under this Agreement, 33rd District Office shall pay to Imagine a fee (the "Fee") equal to: \$250.00 per calendar month, prepaid, as the Monthly Fee for 24/7 monitoring, and labor hours providing the Services to 33rd District Office. Any labor hours needed for new equipment will be billed @ \$75.00/hr, tracked to .50 hour increments. The Fee and the Additional Payment shall be the sole compensation due Imagine in connection with its rendition of the Services and its performance of the other duties and obligations under this Agreement. 33rd District Office shall not be obligated to reimburse Imagine for any expenses incurred by Imagine in connection with Imagine's performance of the Services.

(c) **Services.** Services included in the Initial Set-up Fee and Monthly Fee and not separately billable by the hour include the following services: preparation of a network infrastructure organizational chart, preparation of network documentation, monthly maintenance, maintenance and repairs to existing equipment and infrastructure, and performance of a network and computer audit

(d) **Payment Terms.** A statement for Services provided to 33rd District Office under this Agreement shall be submitted to 33rd District Office by Imagine on a monthly basis and shall be due and payable within thirty (30) days of 33rd District Office' receipt thereof ("Due Date"). Payments for undisputed charges not received within 30 days following the Due Date may be considered delinquent and may bear interest at the rate of one percent (1.0%) per month or at the maximum rate allowed by law, whichever is less. All statements shall be deemed to be correct and binding upon 33rd District Office unless written notice is provided to Imagine of any disputed charges within sixty (60) days of the date 33rd District Office receives the statement. The parties will make a good faith effort to resolve billing disputes as expeditiously as possible. Imagine shall not present a bill for, and 33rd District Office shall not pay for, services for which charges accrued more than sixty (60) days prior to the date of the statement and for which a statement has not been previously presented.

(e) **Taxes.** Imagine, and not 33rd District Office, shall be solely responsible for paying all required federal, state and local taxes related to any amounts received by Imagine pursuant to this Agreement. 33rd District Office shall not withhold OASDI, Medicare or any federal, state or local income or other tax, make unemployment insurance contributions or obtain workers' compensation insurance on behalf of Imagine.

Section 4. Independent Contractor. Imagine shall at all times be an independent contractor and nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, principal and agent, partnership or joint venture as between Imagine and 33rd District Office. Imagine shall have the entire charge, control and supervision of its performance of the Services. Imagine will not have any authority to incur any obligation or bind or commit 33rd District Office to any agreement, contract, or commitment or to waive, modify, or amend any rights of 33rd District Office under any agreement, contract, or commitment, except as expressly authorized in writing by 33rd District Office. 33rd District Office shall not in any manner be answerable or accountable for: (i) any violation by Imagine of any federal, state or local laws, regulations, ordinances, rules or orders; or (ii) for any injury, loss or damage arising from or out of any act or omission of Imagine.

Section 5. Governing Law. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions.

Section 6. Successors and Assigns. This Agreement and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto; provided, however, that Imagine may not subcontract or assign this Agreement.

Section 7. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

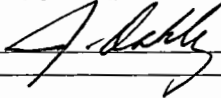
Section 8. Limitation of Damages. UNDER NO CIRCUMSTANCES WILL 33RD DISTRICT OFFICE BE LIABLE TO IMAGINE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

Section 9. Compliance with Law. Imagine agrees that it shall at all times fully comply with all laws, statutes, ordinances, rules, regulations and orders applicable to the Services or this Agreement.

Section 10. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may not be amended or modified in any manner except by a written agreement signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

33RD DISTRICT OFFICE:

By: 
Title: _____

IMAGINE:

Joey Dean Proctor, President