

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this

Dec Day of 18, 2015

BETWEEN:

Williamson County 911 Communications of 911 Tracy Chambers, Georgetown,  
Texas 78628

(The "Client")

- AND -

Bill Nelson (Neltron Systems) of 103 Texas Traditions Blvd, Georgetown,  
Texas 78628

(The "Contractor").

BACKGROUND:

A.

The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

B.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

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Services Provided

1.

The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

Neltron Systems

## Reimbursement of Expenses

10.

The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## Confidentiality

11.

Confidential information (the "Confidential Information") refers to any data or information

Relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records

And that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

12.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

## Ownership of Intellectual Property

13.

All intellectual property and related material (the "Intellectual Property") that is developed or Produced under this Agreement, will be the property of the Contractor. The Client is granted a Non-exclusive limited-use license of this Intellectual Property.

14.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property Remain exclusively with the Contractor.

## Return of Property

15.

Upon the expiry or termination of this Agreement, the Contractor will return to the Client any Property, documentation, records, or Confidential Information which is the property of the Client.

## Capacity/Independent Contractor

16.

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting As an independent contractor and not as an employee. The Contractor and the Client acknowledge That this Agreement does not create a partnership or joint venture between them, and is Exclusively a contract for service.

## Independent Contractor Agreement

Notice

17.

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

A.

Williamson County 911 Communications  
911 Tracy Chambers  
Georgetown, Texas, 78628

B.

Bill Nelson (Neltron Systems)  
103 Texas Traditions Blvd Georgetown, Texas, 78628  
Or to such other address as any Party may from time to time notify the other.

Indemnification

18.

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that Occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Dispute Resolution

19.

In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

20.

If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Texas. The arbitrator's award will be final, and judgment

may be entered upon it by any court having jurisdiction within the State of Texas.

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#### Modification of Agreement

21.

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### Time of the Essence

22.

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### Assignment

23.

The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### Entire Agreement

24.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### Enurement

25.

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### Titles/Headings

26.

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### Gender

27.

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### Governing Law

28.

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Texas, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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#### Severability

29.

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### Waiver

30.

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this

Dec Day of 18, 2015.

Williamson County 911 Communications  
(Client)

Per: \_\_\_\_\_ (SEAL)

Bill Nelson (Neltron Systems) (Contractor)

Bill Nelson

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Dec Day of 18, 2015.

Williamson County 911 Communications  
(Client)

Per: [Signature] (SEAL)

Bill Nelson (Neltron Systems) (Contractor)

Bill Nelson

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# Quote

Neltron Systems  
Bill Nelson  
103 Texas Traditions Blvd  
Georgetown, Texas 78628  
512-917-3506  
neltronsystems@yahoo.com

Number E2226

Date 12/1/2015

## Bill To

Michael Wright  
Williamson County 911 Communications  
911 Tracy Chambers  
Georgetown, TX, 78627  
USA

## Ship To

Michael Wright  
Williamson County 911 Communications  
911 Tracy Chambers  
Georgetown, TX, 78627  
USA

PQ Number

Terms

Project

30 Days

UPS Units 1 year Service/ Maintenance

Date	Description	Rate	Quantit	Amount	Tax1
12/01/2015	Maintenance Contract Quote for Eaton Powerware 9170+ UPS units Serial Number EY434T0029 and EA201T0028 18KVA	\$900.00	2.00	\$1,800.00	
05/12/2014	Maintenance Contract for 14 Months, Toshiba 1600XP UH3G2L180C61T	\$900.00	2.00	\$1,800.00	
	Toshiba Site Part Kit UH31-SP18	\$4,220.00	1.00	\$4,220.00	

Amount Paid

\$0.00

Amount Due

\$7,820.00

Discount

\$0.00

Shipping Cost

\$0.00

Sub Total

\$7,820.00

0.00% on \$0.00

\$0.00

Total

\$7,820.00

William Nelson  
Neltron Systems  
103 Texas Tradition Blvd  
Georgetown, Texas 78628