DRAKE COMMUNICATIONS, INC.
202 W McCart St., Suite 200
Krum, TX. 76249

EXPERT MANAGEMENT AGREEMENT

Drake Communications, Inc. (D.C.I.) agrees to provide Expert Management Services for the identified product(s) listed under EQUIPMENT to Williamson County, a political subdivision of the State of Texas (hereinafter also referred to as "Customer"), located at the Williamson County Elections and Registrar Office. Subject to the following terms and conditions:

EQUIPMENT: Elections Interactive Voice Response (IVR)

PAYMENT: For the Term of the Agreement, Customer shall pay D.C.I. as follows:

$5,400.00 (plus applicable sales taxes) per year, term beginning June 5th, 2019.

A. For equipment itemized, this payment shall cover: **1**. All routine parts and labor required as a consequence of normal wear and tear. **2**. Maintenance of the Keystone IVR, including: hardware, troubleshooting and repair. **3**. All recordings including recording of polling locations, menus (menu changes to be designed by customer). **4**. Creation of Keystone IVR compatible databases from master voter file (MVF) data provided by customer. **5**. System back up services and rebuilding of lost application files. **6**. As part of our contract, D.C.I. will implement menu changes (recording, and routing) with written notification from the customer, including written script changes. or written confirmation of phone request from customer. **7**. Requests with less than eight (8) working hours notification will be completed as quickly as possible but without guarantee of meeting the customer's requested deadline. **In short, we maintain your entire system, application, software, and hardware.**

B. Services covered by this Agreement will be provided 24 hours a day, D.C.I.'s personnel will be available to Customers, during normal business hours (8:30 a.m. to 5:00 p.m. C.S.T.), Monday through Friday at (214) 206-3333. For services outside these hours please call (214) 206-3333 and choose prompt for emergency service on a 7 day a week basis.

   Service is available 365 days per year. It is expected that 95% of all work will be done remotely. If on site work is required, a FLAT trip charge of $400.00 will apply. Service to non-maintenance customers is $480.00 per hour.

C. Expert Management customers have no limit to the number of hours spent by D.C.I. staff to maintain their system and all costs other than the trip charge are covered by the agreement

RESPONSE TIME GOAL:

D.C.I. will make diligent effort to respond to Customer requests for corrective maintenance as follows:
a. With dispatch of a service technician to Customer problem within minutes and not longer than two (2) hours of initial customer notification of emergency conditions.
b. With dispatch of a service technician to Customer problem within minutes and not longer than Eight (8) working hours or twenty-four (24) clock hours for non-emergency conditions.

EXCLUSIONS FROM MAINTENANCE:

Moves of the system for any reason are not the result of system malfunction and therefore not a maintenance item. If Customer requires the services of D.C.I. in connection with the relocation of the equipment, Customer will pay D.C.I. for such services at D.C.I.'s then current standard and reasonable rate.

This Agreement does not cover damages due to or failure of the equipment caused by actions other than wear and tear resulting from normal use, including but not limited to misuse, negligence, accident, theft or unexpected loss, abuse, connection to direct current, fire, flood, wind, lightning, acts of terrorism or other acts of God. Some of these costs can often be recouped by claiming loss on Customer insurance policies. Also not covered are improper

wiring, installation, repair or alteration by anyone other than D.C.I. Repairs necessitated by any of the above excepted causes shall be made by D.C.I. at its standard charges for labor and materials.

NOTICES:

Any written communication required to be given thereunder will be sent to the address of the contact person listed or to such other address as advised by written communication. All notices to D.C.I. shall be sent via certified or registered mail and shall be deemed effective three (3) days after mailing.

TERM:

This agreement will automatically renew annually at the then current Expert Management Agreement rate as set forth above in this agreement. D.C.I. will invoice prior to the renewal date for the subsequent year's maintenance. Invoice is due and payable prior to the anniversary of the commencement date. Government agencies who cannot have renewable contracts are exempt from this clause and this clause only.

The Customer has the right to cancel the contract within the last thirty (30) days of the anniversary of the expiration date of the contract. Any communication to this effect should be in writing meeting the terms and conditions under NOTICES above.

SUCCESSOR OF PARTIES BOUND:

This Agreement and all its provisions shall inure to and become binding upon heirs, executors, administrators, successors and assigns of the parties hereto.

ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Customer and D.C.I. with respect to the Expert Management of the equipment. Customer has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties and representations specifically set forth herein. This agreement becomes binding only upon written acceptance by the principal or authorized representative of Drake Communications, Inc.

SPECIAL CONDITIONS:

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

DRAKE COMMUNICATIONS, INC.

By: Cecil Drake

Title: President

Date: 4/22/19

CUSTOMER

By: Bill Gravell Jr.

Title: Williamson County Judge

Date: 6/4/19

Billing Address: _____

Equipment Site: _____

Contact Person: _____

Telephone # _____

Fax # _____