

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

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**COUNTY ADDENDUM No. 1
WITH
TEK84 INC.
(Intercept Whole Body Scanner)**

The underlying County Addendum No. 1 Regarding the Annual Service Agreement (the “Agreement”), between TEK84 Inc. (“Seller”) and Williamson County, Texas (“Buyer”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:
 - A. TEK84 General Terms and Conditions;
 - B. Annual Service Agreement - [REDACTED] – dated 7/30/2025 and
 - C. This Addendum.
- 2. Termination for Convenience.** The Buyer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Seller. In the event of such termination, it is understood and agreed that only the amounts due to Seller for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for The Buyer’s termination of this Agreement for convenience.
- 3. No Indemnification by The Buyer.** Seller acknowledges and agrees that under the Constitution and the laws of the State of Texas, The Buyer cannot enter into an agreement whereby The Buyer agrees to indemnify or hold harmless any other party, including but not limited to Seller; therefore, all references of any in this Agreement to The Buyer indemnifying,

holding or saving harmless any other party, including but not limited to Seller, for any reason whatsoever are hereby deemed void and deleted.

4. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
5. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to The Buyer, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The Buyer does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
6. **The Buyer's Right to Audit.** Seller agrees that The Buyer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Seller which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Seller agrees that The Buyer shall have access during normal working hours to all necessary Seller facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Buyer shall give Seller reasonable advance notice of intended audits.
7. **Non-Appropriation and Fiscal Funding.** The obligations of The Buyer under this Agreement do not constitute a general obligation or indebtedness of The Buyer for which The Buyer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The Buyer shall have the right to terminate this Agreement at the end of any Buyer's fiscal year if the governing body of The Buyer does not appropriate sufficient funds as determined by The Buyer's budget for the fiscal year in question. The Buyer may effect such termination by giving written notice of termination to Seller at the end of its then-current fiscal year to be effective as of the last day of The Buyer's fiscal year.
8. **Payment, Interest and Late Payments.** The Buyer's 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 The Buyer 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 The Buyer 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 The Buyer'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.

In the event that an error appears in an invoice submitted by Seller, The Buyer shall notify Seller of the error not later than the twenty first (21st) day after the date The Buyer receives the invoice. If the error is resolved in favor of Seller, Seller shall be entitled to receive interest on the unpaid balance of the invoice submitted by Seller beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The Buyer, Seller shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

9. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **“Williamson County, Texas” and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where The Buyer, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The Buyer shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The Buyer. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Seller shall furnish The Buyer with a certification of coverage issued by the insurer. Seller shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Seller shall also notify The Buyer, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non- renewal, or material change in coverage it receives from its insurer.**
10. **Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
11. **Sales and Use Tax Exemption.** The Buyer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by The Buyer. Exemption certificates will be provided to contractors and suppliers upon request.
12. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the “Public Information Act”), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The Buyer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to The Buyer as to whether or not the same are available to

the public. It is further understood that The Buyer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The Buyer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to The Buyer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

TEK84 INC.

By: Amy Atkinson

Printed Name: Amy Atkinson

Title: Service Sales & Regulatory Compliance

Date: 7/30, 20 25

WILLIAMSON COUNTY, TEXAS

By: Em Sell

Title: As Presiding Officer, Williamson
Commissioners Court

Date: Aug 12, 2025, 20 25



Williamson County Jail, TX
508 South Rock Street
Georgetown, Texas 78626
Chris Watts
chris.watts@wilco.org

7/30/2025

ANNUAL SERVICE AGREEMENT

Thank you for your purchase of the **Tek84 Intercept Whole Body Scanner**. We hope this device has proven to be an invaluable tool with your mission to keep contraband and unwanted items out of your facility. We want to ensure the highest standards remain by offering an inclusive annual service agreement. Please see below the value the plan offers, including everything that is covered to save money. This service agreement also includes an annual radiation safety survey and recommended preventative maintenance. We are always here to support you. The current warranty for your Tek84 Intercept Whole Body Scanner – Serial Number [REDACTED] will expire on **7/26/2025**.

Quote Expiration: 9/30/2025

Qty	Part Number	Description	Net Ea	Ext. Price
1	INT-SERVICE -1	Annual Tek84 Intercept Whole Body Security Scanning System Service Agreement includes the following (VALID 7/27/2025 – 7/26/2026): Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the Intercept One (1) Preventative Maintenance visit for review, inspection, and potential replacement of all "wear" components before their end of life. Software system review to assure the system is operating at the latest level of software. This applies to software upgrades that do not require hardware upgrades and is a courtesy check. Any software change made will be authorized and reviewed with the customer before doing so. One (1) Radiation Safety Survey of the Intercept as required by ANSI regulations. Note- State regulations vary and may require independent verification of radiation emissions. Please check with your State's governing body to assure compliance.	\$11,225 INC INC INC INC	\$11,225 INC INC INC INC
TOTAL				\$11,225.00

By execution of this Agreement by an authorized signature, the Customer agrees to purchase the Products specified subject to the terms and conditions set forth in the Agreement and subject to Tek84 Terms and Conditions available at www.Tek84.com

Accepted By:

Printed Name and Title: _____

Authorized Signature: _____

Date: _____

Tek84:

Amy Atkinson – Sales Operations Manager

Authorized Signature: _____

Date: 7/30/25

Ph: (858) 676-5382 ext. 134 / amy.atkinson@tek84.com