

State of TEXAS



Audio Video Technical Support **AGREEMENT**

This Services Agreement (this "Agreement") is a yearly contract and is entered into as of the 10 day of November, 2022, by and among/between:

Mekatron Media Group LLC.(s): Mekatron Media Group LLC., located at 1410 w 5th Ave Corsicana, TX 75110

and

Navarro County(s): Navarro County, located at 300 W 3rd Ave, Corsicana, TX 75110

Each Mekatron Media Group LLC. and Navarro County may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. Services. Mekatron Media Group LLC. agrees to provide and Navarro County agrees to purchase the following services for the specific projects described below:

Description of Services	Number of Projects	Price per Project
Audio Video Technical Support		\$
Assistant Digital Forensic Analyst & Investigation		\$

2. Purchase Price. Navarro County will pay to Mekatron Media Group LLC. and for all obligations specified in this Agreement, if any, as the full and complete purchase price, the sum of \$4000.

3. Payment. Payment for the Services will be by: (Check on)

- | | |
|---|---|
| <input type="checkbox"/> Cash | <input type="checkbox"/> Wire transfer |
| <input type="checkbox"/> Personal check | <input checked="" type="checkbox"/> Other: Check to be held for pickup by Mekatron Media Group LLC. |
| <input type="checkbox"/> Cashier's check | |
| <input type="checkbox"/> Money order | |
| <input type="checkbox"/> Credit or debit card | |

according to the following schedule: (Check all that apply)

- Amount previously paid by the Navarro County.** \$ _____ previously paid by Navarro County.
- Down payment.** \$4000 upon the execution of this Agreement.
- Payment for the Services.** Full payment; \$4000 upon the completion of the services paid by Navarro County on 2nd or 4th Monday of the month. OR Installments: \$2000 on 2nd Monday and \$2000 on the 4th Monday of the month.

4. Right of Inspection. (Check one)

- There is NO right to inspection.
- Navarro County shall be allowed to examine the final products once received and shall do so within 30 days after the receipt of the final products. In the event that Navarro County discovers any problems, shortcomings, errors, or other nonconformance of the services, Navarro County shall notify Mekatron Media Group LLC. within 7 days after completion of the services or discovery of the problems, whichever is sooner. Failure to notify Mekatron Media Group LLC. by such date shall constitute an acceptance of Services. In the event the services do not meet the standards of this contract, Navarro County may at its option: (Check all that apply)

- Request one revision of the product provided
- Terminate the contract following payment for 50% of the services

The above shall be the sole remedies of Navarro County and only obligations of Mekatron Media Group LLC. with respect to any Services.

5. Security Interest. Navarro County hereby grants to Mekatron Media Group LLC. a security interest in any final products resulting from said services, until Navarro County has paid Mekatron Media Group LLC. in full. Navarro County shall sign and deliver any document needed to perfect the security interest that Mekatron Media Group LLC. reasonably requests.

6. Force Majeure. Mekatron Media Group LLC. shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond Mekatron Media Group LLC.'s reasonable control.

7. Limitation of Liability. Mekatron Media Group LLC. will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether Mekatron Media Group LLC. has been advised of the possibility of any such damage. In no event will Mekatron Media Group LLC.'s liability exceed the price paid by Navarro County for the Services giving rise to the claim or cause of action.

8. Assignment. (Check one)



MEKATRON MEDIA GROUP LLC. needs permission to assign to a third party. Seller may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the Navarro County. Any purported assignment of rights or delegation of performance in violation of this section is void.

NAVARRO COUNTY needs permission to assign to a third party. Navarro County may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of Mekatron Media Group LLC.. Any purported assignment of rights or delegation of performance in violation of this section is void.

BOTH Mekatron Media Group LLC. and Navarro County need permission to assign to a third party. Either Party may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the other Party. Any purported assignment of rights or delegation of performance in violation of this section is void.

Either Party does NOT need permission to assign its rights to a third party.

9. Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

10. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, not including its conflicts of law provisions.

11. Disputes. Any dispute arising from this Agreement shall be resolved through: (Check one)

Court litigation. Disputes shall be resolved in the courts of the State of Texas.
(Check if applicable)

If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.

Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

Mediation.

Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

12. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to such subject matter.



13. Notices. Any notice or other communication given or made to any Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the address stated above or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

14. Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

15. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns. The provisions of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction or interpretation of any provision of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together, shall constitute one and the same document.

16. Other. _____

RIGHT TO CANCEL (Check one)

BOTH PARTIES MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

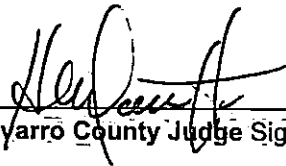
THE NAVARRO COUNTY DOES NOT HAVE THE STATUTORY RIGHT TO CANCEL THIS TRANSACTION.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.



Mekatron Media Group LLC. Signature

Mekatron Media Group LLC. Full Name



Navarro County Judge Signature

H. M. DAVENPORT, Jr.

Navarro County Judge Full Name

