



## MEMORANDUM OF UNDERSTANDING BETWEEN

MoakCasey Texas Connect and  
Canutillo Independent School District  
February 27, 2026

### BACKGROUND

MoakCasey Connect (MCC) has been in discussions with Canutillo Independent School District (CISD) about its digital media platforms (products and services consisting of but not limited to Digital Kiosk, LED Display, and Augmented Reality Technologies, collectively the “Solution”) and specifically how the capabilities of these technologies could be deployed for CISD to bring substantial new forms of revenue and value.

This MOU describes the next step in the relationship where MCC will deploy an initial suite of its solutions at mutually agreed locations across CISD.

### PURPOSE

The purpose of this MOU is to lay out the terms and parameters of the engagement between MCC and CISD. The key elements are:

- MCC will negotiate a direct agreement with CISD using a mutually agreed upon contract, and a Special Purpose Entity will be established by MCC for funding of the Solution. If the parties enter into a legally binding contract, such contract shall supersede the terms of this MOU.

### PROJECT OVERVIEW

The Parties agree to enter into a Memorandum of Understanding with respect to the final design, local, and deployment and operation of digital systems to occupy the CISD properties, providing a variety of revenue-generating services, including but not restricted to advertising, gamification, AR activations, transactional offers, and compute services to throughout each property.

The capex to deploy this network will be funded by a MCC and its funding partner, who will be paid out of project cash flows, upon terms negotiated and agreed upon by the Parties. The funding for each project will be collateralized by the equipment deployed and funded and managed under a Special Purpose Entity, which collateralization shall be governed by a contract negotiated and agreed upon by the Parties. The revenues generated by this advanced digital media network will cover all the costs associated with generating the revenue (e.g., through ad sales and sponsorships), operating and maintaining the network, covering software license fees, and providing agency services. The excess of revenue over costs will be distributed as agreed upon between CISD, MCC, and the funding partner.

Each Location designated will be considered a Project. The term of each project will be 15 years. During the term, MCC will have the exclusive right at the Location to sell the network inventory (either directly or through its hand-selected agents), operate the network and provide agency services.

### RESPONSIBILITIES OF CISD

The deliverables to be provided by CISD shall be limited to:

1. Participation in confirmation of the final technologies for each Project and where technologies will reside throughout the Location, and assistance, at no cost or expense to CISD, in requisition in securing all necessary permits, licenses, and agreements with the City, County and/or Public Agencies to enable the deployment of the Solution
2. Provision of power throughout the term.
3. It is acknowledged that CISD may have additional requirements once final design and deployment plans have been made.

## RESPONSIBILITIES OF SP

MCC will be responsible for designing, planning, deploying, operating, and financing the Projects. Each Project solution will be based on a suite of technologies exclusively supplied by MCC.

The principal technologies to be deployed are as follows:

- LED displays of varying specifications and screen sizes
- Kiosks of varying specifications and screen sizes
- Content Management systems and Content Distribution Network
- Power cables and wired communications cables as needed
- Additional technologies may be deployed as necessary at the sole discretion of MCC.

The Project solution design is intended to maximize revenue generated from advertisers, sponsors, transactions, and other sources while ensuring that the equipment deployed is with the budget limits dictated by the return requirements of the financing package. MCC will work with CISD to identify and select final technology aspects and locations and will have complete discretion as to the final Project attributes and its deployment throughout the Location.

## PROJECT SCHEDULE

The Parties will work in good faith to finalize all design, deployment, and operational details for the Solution within thirty (30) days following the Effective Date. Upon agreement of the final plan, CISD will grant MCC exclusive rights to deploy and operate the Solution at the Location for a period of one (1) year from the date of final plan approval, during which time MCC will have the sole right to negotiate and finalize project implementation. Each implemented Project will have a term of fifteen (15) years, as further set forth in the subsequent definitive agreement.

## FINANCIAL TERMS

The final Solution design is intended to fully fund and manage the project over the term **no cost** to CISD.

## NON-BINDING

This MOU is intended only as a statement of the current intentions of the Parties and does not create any binding legal obligation on the part of either CISD or MCC. The provisions of this MOU, including any attachments, do not constitute a contract and are not enforceable by either CISD or MCC.

## CONFIDENTIALITY

The parties agree that any information exchanged during the course of discussions related to this MOU will be treated as confidential and will not be disclosed to any third parties (which shall not include the Parties' employees, contractors, consultants, and legal and financial advisors so long as such parties are required to comply with these confidentiality obligations) without the prior written consent of the disclosing party.

We look forward to collaborating with Canutillo Independent School District (CISD) on this very exciting project!

**Canutillo Independent School District**

**MoakCasey Connect**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_