**ACS**

A **xerox** Company

Sales Order #

| CUSTOMER NO | DATE 11/14/2016 | Platform | | Cost center (Sales support) |
|---|---|---|---|---|

*Please use new customer number from the customer list*

| B I L L T O | Panola County Clerk<br>110 S Sycamore Room 201<br>Carthage, Texas 75633 | S H I P T O | RedSky Land, L L C<br>Chris Collard, RPL - 405 470 2015 Ext 318<br>P O Box 5936<br>Edmond, OK 73083 |
|---|---|---|---|

**E-mail address**    b davis@co panola tx us

**CUSTOMER CONTACT**    Bobbie Davis    **PHONE**   903-693-0302    **P O NO**

**SALES REP**    Mike Hadi      20693145

| PRODUCT -<br>sales support | PRODUCT DESCRIPTION | QTY | UNIT PRICE | SALES AMOUNT |
|---|---|---|---|---|
| | Panola County Open Records | | | $ - |
| | 2010 - 2016 Images & Index | 1 | $ 551 15 | $ 551 15 |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| | | | | $ - |
| 8840104 | Freight | | | $ - |

**SPECIAL INSTRUCTIONS:**

| | |
|---|---|
| SUBTOTAL | $ 551.15 |
| TAX %<br>i e .08 or 0725 | |
| SALES TAX | $0.00 |
| FREIGHT<br>F O B | |
| TOTAL | $ 551 15 |

**CUSTOMER ACCEPTANCE** *I hereby accept the terms and conditions of this Sales Order Agreement included in page 2, and authorize ACS to proceed on this matter as set forth herein*

**CUSTOMER SIGNATURE** *Lu Ann Jones*   DATE· 11-28-16

**SALES APPROVAL**

Terms and Conditions

Payment Terms  Customer agrees to remit payment to ACS within 30 days from issuance of invoice

Limited Warranty  Hardware and Commercial Software Warranties  If third-party hardware and/or commercial software is furnished under this agreement, then ACS shall, to the maximum extent allowable by said third-party vendors  pass-through to the Customer all manufacturers' warranties for materials furnished under this agreement  ACS shall provide only the standard manufacturers  warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves  ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED  WITH REGARD TO THE HARDWARE AND COMMERCIAL OFF-THE-SHELF SOFTWARE  IN WHOLE OR IN PART  ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Rights to Third Party Software  Rights to third party commercial off-the-shelf software provided by third-party software vendors, including "shrink wrap" and "click wrap" software, are subject to the provisions of the software licenses provided by those third-party software vendors  and Customer understands and agrees that acceptance and use of such third-party software shall be deemed an acceptance of the terms and conditions of the licenses  Client further agrees to use the third party software in accordance with the terms of those licenses  In the event Client requested ACS to install third party software that contains 'shrink wrap' or  click-wrap" software  Client hereby authorizes ACS to accept such ' shrink wrap" or  click-wrap" software on behalf of the Client when the software is installed

Limitation of Liability  IN NO EVENT SHALL ACS BE LIABLE TO THE CUSTOMER HEREUNDER FOR ANY CLAIMS  PENALTIES OR DAMAGES  WHETHER IN CONTRACT  TORT  OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY-FIVE PERCENT (25%) OF THE FULL PRICE OF THE ORDERED GOODS AND SERVICES UNDER THIS AGREEMENT  UNDER NO CIRCUMSTANCES WILL ACS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT  PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT  HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY  THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES  IN NO EVENT MAY ANY ACTION BE BROUGHT AGAINST ACS ARISING OUT OF THIS AGREEMENT MORE THAN ONE YEAR AFTER THE CLAIM OR CAUSE OF ACTION ARISES  DETERMINED WITHOUT REGARD TO WHEN THE AGGRIEVED PARTY SHALL HAVE LEARNED OF THE INJURY OR LOSS  UNDER NO CIRCUMSTANCES WILL ACS BE RESPONSIBLE FOR THE LOSS OF DATA OR SOFTWARE

Force Majeure  Neither party to this agreement shall be responsible for delays or failures in performance resulting from an act of God, war, civil disturbance, labor dispute  or other cause beyond the reasonable control of such party

Ownership of Data  Customer will retain all title, rights  and ownership of all data, including associated indexes, film, and other data provided to ACS whether stored on magnetic tape, magnetic disk, CD-ROM disk (or other  like  electronic media that may be used)

Risk of Loss & Title  ACS shall bear the risk of loss or damage to any hardware and commercial software provided under this agreement  while in transit to the Customer s designated delivery or installation site  The Customer shall bear all risk of loss or damage to the hardware and commercial software after delivery to the Customer site  unless such loss or damage is due to the negligence or willful acts of ACS, its employees  agents  representatives or subcontractors  Title and risk of loss to the hardware and commercial software shall pass to the Customer upon the date products were delivered to the customer s site

Returns  Customer may return hardware and commercial software products purchased from ACS within 15 days from the date products were delivered to the Customer s site

Termination for Breach  If Customer materially breaches any of the terms and conditions set forth in this agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within ten (10) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform  ACS may terminate this agreement for breach  Termination by ACS shall be effective upon written notice to Customer  Customer agrees to discontinue use of all ACS-owned materials no later than the effective date of termination and return such ACS-owned materials to ACS within thirty (30) calendar days after termination

Entire Agreement  The contents of this agreement constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral  that are not specifically referenced and incorporated in this agreement  The terms and conditions of this agreement shall not be changed or modified except by written agreement signed by both parties  The parties agree that in event Client provides ACS with a purchase order, or any other document, containing terms or conditions that are in addition to  or in conflict with  the terms and conditions contained in this agreement, such additional and/or conflicting terms shall be deemed null and void

Work being performed by ACS throughout the project is earned as completed  therefore, in the event the Customer cancels this sales order without cause the Customer shall equitably compensate ACS for all services performed through the effective date of the cancellation

Stop Work  ACS is entitled to stop work on this Agreement when the funding or cost limit specified on page 1 is reached  Under no circumstances will ACS be required to perform services or provide deliverables in the absence of available funding

|  | | | Index Only | Image Only |
|---|---|---|---|---|
| **Panola** | | 2016 Estimate | 2010-2016 | 2010-2016 |

| Item/Service | Qty | Cost | | Total |
|---|---|---|---|---|
| Programming | 1 | $ | 35 63 | $ 35 63 |
| Operator | 16 | $ | 18 75 | $ 300 00 |
| Overhead 20% | | | 20% | $ 67 13 |
|    Mainframe per min | | $ | 10 00 | $ - |
|    Midrange per min | | $ | 1 00 | $ - |
|    Client/Server per hr | 22 | $ | 2 20 | $ 48 40 |
| Materials | | | | |
|    CD | 0 | $ | 1 00 | $ - |
|    DLT Cartridge Tape | | $ | 75 00 | $ - |
|    USB Hard Drive | 1 | $ | 100 00 | $ 100 00 |
| Total | | | | $ 551 15 |

**Instructions**

Each requests will require a minimum of 1 hour of programming
Operator Time
   1/2 hour for to create each CD
   2 hours setup time for each USB Harddrive
   2 hours of monitoring time for each year of data retrieved
CPU Processing Time = To be determined (index and images)
Materials
   CD          $1 00

Labor rates have been increased 25% based on
     TEXAS ADMINISTRATIVE CODE      *1 TAC § 111.64*

| | Start Year | End Year | Total Years | Total Indexs |
|---|---|---|---|---|
| Indexes | 2010 | 2016 | 7 | 51,830 |

| | Start Year | End Year | Total Years | Total Images |
|---|---|---|---|---|
| Images | 2010 | 2016 | 7 | 295,816 |

| **Virtual Books** | 0 | 0 | 0 | 0 |
|---|---|---|---|---|
| **Total** | | | | 295,816 |

Cust DB sql show

    YEAR       DOCUMENT      IMAGE