ACS

A **xerox** Company

Sales Order #

*Please use **new** customer number from the customer list*

B I L L T O	Panola County Clerk	S H I P T O	East Texas Title Companies
	110 S Sycamore Room 201		Tom Williams - 903-939-3356 Ext 343
	Carthage, Texas 75633		1021 ESE Loop 323, Suite 400
			Tyler, TX 75701

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 - sales support	PRODUCT DESCRIPTION	QTY	UNIT PRICE	SALES AMOUNT
	Panola County Open Records			$ -
	1824 - 1936 Index Only	1	$ 930 25	$ 930 25
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
8840104	Freight			$ -

SPECIAL INSTRUCTIONS	SUBTOTAL	$ 930.25
	TAX % i e 08 or 0725	
	SALES TAX	$0.00

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 *Lee Ann Jones*   DATE *11-28-16*

	FREIGHT F O B	
SALES APPROVAL	TOTAL	$ 930.25

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 requestd 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	1824-1936

Item/Service	Qty	Cost	Total
Programming	1	$ 35 63	$ 35 63
Operator	35	$ 18 75	$ 656 25
Overhead 20%		20%	$ 138 38
Mainframe per min		$ 10 00	$ -
Midrange per min		$ 1 00	$ -
Client/Server per hr	0	$ 2 20	$ -
Materials			
CD	0	$ 1 00	$ -
DLT Cartridge Tape		$ 75 00	$ -
USB Hard Drive	1	$ 100 00	$ 100 00
Total			$ 930 25

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

Indexes	Start Year	End Year	Total Years	Total Indexs
	1824	1936	113	61,651

Images	Start Year	End Year	Total Years	Total Images
	0	0	1	0

| Virtual Books | 0 | 0 | 0 | 0 |
| Total | | | | 0 |

Cust DB sql show
          YEAR   DOCUMENT   IMAGE