

Requisition

Req # 00125093

PO #

Date: 01/15/08

*Consent
7589
1/29/08*

Bill To: x
x

Ship To: TAX ASSESSOR-COLLECTOR
100 E. CANO, 1ST FL
EDINBURG TX 78539

Vendor: 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956) 630-2628

Contact: MARY GARCIA
956-289-7472

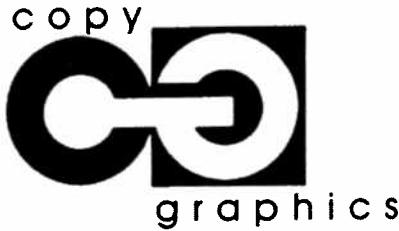
Contract No:

Special Instructions:

M-10

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	YEAR	FAX SERVICE AGREEMENT FOR THE AUTO LICENSE DEPT- EDINBURG 2804 S BUS HWY 281	125.00	125.00
0	EACH	MODEL # UF-790 SERIAL # GBP2AU00379	.00	.00
0	EACH	EFFECTIVE DATE: JANUARY 23, 2008 THRU JANUARY 22, 2009	.00	.00
1		FAX NUMBER; 956-318-2191		.00
		Account No _____	Encumbrance	
		8-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Original
Please sign and return

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office-License Dept. Cust# 1370
Physical Address 2802 S 281 Business Hwy Billing Address PO BOX 178
City/State/Zip Edinburg, TX. 78539 City/State/Zip Edinburg, TX 78540-0178
Phone/Fax 956-289-7472 / 956-318-2733 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Panasonic UF:790 Serial: GBP2AU00379

Options: _____ Serial: _____

Rate: \$ 125.00 + tax _____ per year.

Effective dates of agreement from January 23, 2008 to January 22, 2009.

PO #:
Invoice #

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

Authorized Signature

Title

Print Name

Laura Garza *Laura Garza*
Copy Graphics, Inc. Representative

January 14, 2008 _____
Date

Requisition

Req # 00125094

PO #

Date: 01/15/08

Comment #

Bill To: x
x

Vendor: 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956) 630-2628

Ship To: TAX ASSESSOR-COLLECTOR
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact: MARY GARCIA
956-289-7472

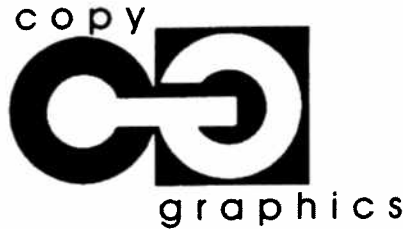
Contract No:

Special Instructions:

A-6

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER		
1	EACH	FAX SERVICE AGREEMENT FOR THE ASSESSING DEPT IN EDINBURG 2804 S BUS 281	125.00	125.00
0	EACH	SERIAL # 0100900857 MODEL # UF-585	.00	.00
1		EFFECTIVE DATE: JANUARY 23, 2008 THEU JANUARY 22, 2009		.00
		Account No _____	Encumbrance	
		8-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Original
Please sign and return

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office-Assessing Dept. Cust# 1370
Physical Address 2802 S 281 Business Hwy Billing Address PO BOX 178
City/State/Zip Edinburg, TX. 78539 City/State/Zip Edinburg, TX 78540-0178
Phone/Fax 956-289-7472 / 956-318-2733 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Panasonic UF:585 Serial: 1000900857

Options: _____ Serial: _____

Rate: \$ 125.00 + tax _____ per year.

Effective dates of agreement from January 23, 2008 to January 22, 2009.

PO #:
Invoice #

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

Authorized Signature

Title

Print Name

Laura Garza
Copy Graphics, Inc. Representative

January 14, 2008
Date

Requisition

Req # 00125096

PO #

Date: 01/15/08

Bill To: x
 x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956) 630-2628

Ship To: TAX ASSESSOR-COLLECTOR
 100 E. CANO, 1ST FL
 EDINBURG TX 78539

Contact: MARY GARCIA
 956-289-7472

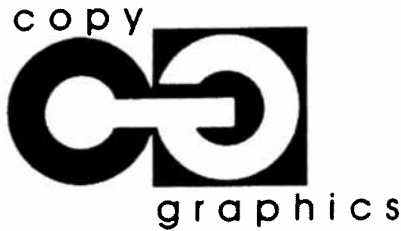
Contract No:

Special Instructions:

C-28

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	YEAR	FAX SERVICE AGREEMENT FOR CHIEF OF OPERATIONS (PAUL VILLARREAL) IN EDINBURG 2804 S BUS HWY 281	125.00	125.00
0	EACH	SERIAL # 13010200161MODEL # UF-585	.00	.00
0	EACH	EFFECTIVE DATE: JANUARY 23, 2208 THEU JANUARY 22, 2009	.00	.00
		<u>Account No</u>	<u>Encumbrance</u>	
		8-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Original
Please sign and return

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office-Chief of Operations. Cust# 1370

Physical Address 2802 S 281 Business Hwy Billing Address PO BOX 178

City/State/Zip Edinburg, TX. 78539 City/State/Zip Edinburg, TX 78540-0178

Phone/Fax 956-289-7472 / 956-318-2733 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Panasonic UF:585 Serial: 13010200161

Options: _____ Serial: _____

Rate: \$ 125.00 + tax _____ per year.

Effective dates of agreement from January 23, 2008 to January 22, 2009.

PO #:
Invoice #

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Authorized Signature

Title

Print Name

Laura Garza *Laura Garza*
Copy Graphics, Inc. Representative

January 14, 2008 _____
Date

Requisition

Req # 00125112

PO #

Date: 01/15/08

Consent

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956) 630-2628

Ship To: TAX ASSESSOR-COLLECTOR
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact: MARY GARCIA
956-289-7472

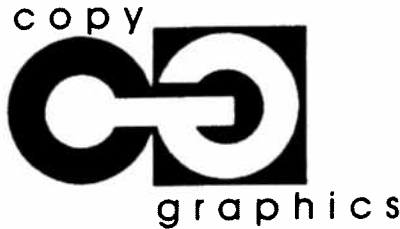
Contract No:

Special Instructions:

C-30

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	YEAR	FAX SERVICE AGREEMENT FOR THE BOOKKEEPING DEPT - EDINBURG 2804 S BUS HWY 281	125.00	125.00
0	EACH	SERIAL # 0100070023 MODEL # UR-585	.00	.00
0	EACH	EFFECTIVE DATE: JANUARY 23, 2008 THRU JANUARY 22, 2009	.00	.00
0	EACH	FAX NUMBER: 956-289-7897	.00	.00
		Account No _____	<u>Encumbrance</u>	
		8-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Original
Please sign and return

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office-Bookkeeping Cust# 1370
Physical Address 2802 S 281 Business Hwy Billing Address PO BOX 178
City/State/Zip Edinburg, TX. 78539 City/State/Zip Edinburg, TX 78540-0178
Phone/Fax 956-289-7472 / 956-318-2733 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Panasonic UF:585 Serial: 100070023

Options: _____ Serial: _____

Rate: \$ 125.00 + tax _____ per year.

Effective dates of agreement from January 23, 2008 to January 22, 2009.

PO #:
Invoice #

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

Authorized Signature

Title

Print Name

Laura Garza *Laura Garza*
Copy Graphics, Inc. Representative

January 14, 2008
Date

01-17996 0694689CE

01-17996 0694689CE
01-13-07 12:26:20 PM

Requisition

Req # 00125114

PO #

Date: 01/15/08

Consent

11

Bill To: x
x

Vendor: 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

Ship To: TAX ASSESSOR-COLLECTOR
100 E. CANO, 1ST FL
EDINBURG TX 78539

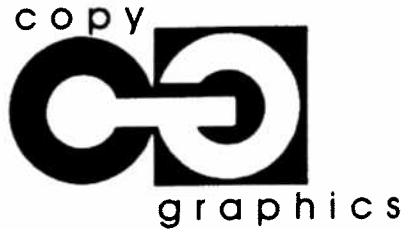
Contact: MARY GARCIA
956-289-7472

Contract No:

Special Instructions:
C-31

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1	YEAR	FAX SERVICE AGREEMENT FOR THE NEIDA'S FAX COLL-EDINBURG 2804 S BUS HWY 281	125.00	125.00
0	EACH	SERIAL # 1001100906 MODEL # UF-585	.00	.00
0	EACH	EFFECTIVE DATE: JANUARY 23, 2008 THRU JANUARY 2009	.00	.00
1		FAX NUMBER: 956-318-2733		.00
		Account No _____	<u>Encumbrance</u>	
		8-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Original
Please sign and return

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office-Executive Adm. Cust# 1370
Physical Address 2802 S 281 Business Hwy Billing Address PO BOX 178
City/State/Zip Edinburg, TX. 78539 City/State/Zip Edinburg, TX 78540-0178
Phone/Fax 956-289-7472 / 956-318-2733 Phone/Fax _____ / _____

EQUIPMENT COVERED

Model: Panasonic UF:585 Serial: 1001100906

Options: _____ Serial: _____

Rate: \$ 125.00 + tax _____ per year.

Effective dates of agreement from January 23, 2008 to January 22, 2009.

PO #:
Invoice #

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are paid in full.

Authorized Signature

Title

Print Name

Laura Garza
Copy Graphics, Inc. Representative

January 14, 2008
Date

Requisition

Req # 00124999

PO #

Date: 01/14/08

Amendment

Bill To: x
x

Vendor: 7315
COPY DATA VALLEYWIDE
P. O. BOX 3959
MCALLEN TX 78502

Ship To: 398th District Court
100 N. Closner, 2nd Floor
Edinburg TX 78539

Contact: ESTER CANTU
956-318-2470

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		DO NOT DUPLICATE ORDER MAINTENANCE CONTRACT FOR ROYAL COPYSTAR 3010 COPIER FROM 1-3-08 TO 1-3-09 Account No _____ 8-1100-412-00-009-001-0-432	486.00 <u>Encumbrance</u> 486.00	486.00
			Freight	.00
			Total	486.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

COPY DATA VALLEYWIDE

Req 124999

Invoice

6500 N. 10TH ST. STE D
PO BOX 3959
MCALLEN, 78502

DATE	INVOICE #
1/10/2008	15477

BILL TO
HID CO 398TH DISTRICT COURT 100 N CLOSNER EDINBURG TX 78539

SHIP TO
HID CO 398TH DISTRICT COURT 100 N CLOSNER EDINBURG TX 78539

P.O. NUMBER	TERMS	REP	SHIP	VIA	TICKET NO	PROJECT
	NET 10 DAYS		1/10/2008			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MAINTENANCE	MAINTENANCE CONTRACT ROYAL COPYSTAR 3010 COPIER EFFECTIVE DATES 1-3-08 TO 1-3-09. INCLUDES ALL PARTS, INCLUDING DRUM, LABOR, EMERGENCY CALLS AND PREVENTIVE MAINTENANCE CALLS REQUIRED. INCLUDES ALL COPIER SUPPLIES EXCEPT FOR COPY PAPER. INCLUDES 27,000 COPIES ANNUALLY.	486.00	486.00

INVOICE RECEIVED BY: *[Signature]* ON _____
 GOODS/SERVICES RECEIVED BY: _____ ON _____

FOR BILLING QUESTIONS, CALL: 956-686-2181	Total	\$486.00
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Copier Sales • Service • Supplies • Leasing • Rentals

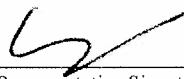
****PLEASE SIGN AND MAIL ORIGINAL BACK TO COPY DATA!!** **Copier Maintenance Agreement**

This contract is effective from 01-03-08 to 01-03-09. Includes 27,000 copies.

Model: Royal Copystar 3010 Copier	Amount: <u>\$486.00</u>
Serial #: XXXXXXXX	Tax: <u>EXEMPT</u>
Location: <u>Courthouse - Edinburg</u>	Total: <u>\$486.00</u>
<u>Copy Data Provides</u>	<u>Conditions of Agreement</u>

1. Emergency service calls at no additional charge.
 2. Factory trained technicians to give quality service.
 3. All parts, *including drum*, are replaced free of charge.
 4. Reduced down time, which means more profit.
 5. Planned maintenance procedures to insure carefree operation.
 6. Quick, effective service to keep your machine in operation.
 7. Includes all supplies except copy paper.
1. Copy Data *does not warranty* service on machines covered by service contract or per call maintenance when supplies are not purchased from Copy Data Valleywide or where any person other than Copy Data Valleywide personnel have performed service on the machines. If maintenance agreement customers use other than Copy Data Valleywide supplies or service, the maintenance agreement will be terminated and the customer will be offered continuing service at per call rates.
 2. Service contract is in force when payment is *received* by Copy Data Valleywide. Any service performed before receipt of payment will be billed at regular call rates.

No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by the customer and Copy Data Valleywide. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement. No one is authorized to change, alter, or amend the terms of conditions of this agreement unless agreed to in writing by an officer of Copy Data Valleywide.



Copy Data Representative Signature

Vanessa Toney Smith

Printed Signature Name

Hidalgo County 398th District Court
Business Name

Authorized Customer Signature

Printed Signature Name

100 N. Closner
Customer Address

Edinburg TX 78539
City State Zip

Requisition

Req # 00125317

PO #

Date: 01/17/08

Bill To: x
x

Consent

Vendor: 7315
COPY DATA VALLEYWIDE
P. O. BOX 3959
MCALLEN TX 78502

Ship To: 398th District Court
100 N. Closner, 2nd Floor
Edinburg TX 78539

Contact: ESTER CANTU
956-318-2470

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		MAINTENANCE CONTRACT FOR MITA FS5016N PRINTER FROM 1-1-08 THRU 1-1-09	200.00	200.00
		Account No _____	<u>Encumbrance</u>	
		8-1100-412-00-009-001-0-432	200.00	
			Freight	.00
			Total	200.00

Authorized By: _____

COPY DATA VALLEYWIDE

Ref. 125377

Invoice

6500 N. 10TH ST. STE D
PO BOX 3959
MCALLEN, 78502

DATE	INVOICE #
1/10/2008	15476

BILL TO
HID CO 398TH DISTRICT COURT 100 N CLOSNER EDINBURG TX 78539

SHIP TO
HID CO 398TH DISTRICT COURT 100 N CLOSNER EDINBURG TX 78539

P.O. NUMBER	TERMS	REP	SHIP	VIA	TICKET NO	PROJECT
	NET 10 DAYS		1/10/2008			

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	MAINTENANCE	MAINTENANCE CONTRACT MITA FS5016N PRINTER EFFECTIVE DATES 1-1-08 TO 1-1-09. INCLUDES ALL PARTS, LABOR, EMERGENCY CALLS AND PREVENTIVE MAINTENANCE CALLS REQUIRED. DOES NOT INCLUDE TONERS, MAINTENANCE KIT OR PAPER.	200.00	200.00

INVOICE RECEIVED BY: *[Signature]*
ON _____
GOODS/SERVICES RECEIVED BY: _____
ON _____

FOR BILLING QUESTIONS, CALL: 956-686-2181	Total	\$200.00
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Copier Sales • Service • Supplies • Leasing • Rentals

Printer Maintenance Agreement

This contract is effective from 01-01-08 to 01-01-09
Model: KM-C5016 Printer Amount: \$200.00
Serial #: XXXXXXXXXX Tax: exempt
Location: Courthouse, Edinburg Total: \$200.00

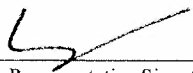
Copy Data Provides

1. Emergency service calls at no additional charge.
2. Factory trained technicians to give quality service.
3. All parts, *excluding toner & Maintenance Kits* are replaced at no charge.
4. Reduced down time, which means more profit.
5. Loaners provided to insure fax equipment operable with least amount of down time.
6. Quick, effective service to keep your machine in operation.

Conditions of Agreement

1. All supplies used in service contract machines *must be purchased from Copy Data Valleywide*
2. Service contract is in force when payment is *received* by Copy Data Valleywide. Any service performed before receipt of payment will be billed at regular per call rates.
3. All consumables are excluded from coverage.
4. If Copy Data Valleywide loans a customer a machine, all supplies will be billed to customer at normal company rates.

No terms or conditions, expressed or implied, are authorized unless they appear on the original of this agreement, signed by the customer and Copy Data Valleywide. The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement. No one is authorized to change, alter, or amend the terms of conditions of this agreement unless agreed to in writing by an officer of Copy Data Valleywide.



Copy Data Representative Signature

Vanessa Toney Smith
Printed Signature Name

Hidalgo County 398th District Court
Business Name

Authorized Customer Signature

Printed Signature Name

100 N. Closer
Customer Address

Edinburg, Texas 78539
City State Zip

Requisition

Req # 00124237

PO #

Date: 01/07/08

Consent

Bill To: x
 x

Vendor : 42129
XEROX CORPORATION
P.O. BOX 650361
PNC BANK
1200 E CAMPBELL, STE 108
RICHARDSON TX 75081

Ship To: FIRE MARSHAL
2814 S. BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1 <i>12</i>	EACH <i>ms</i>	Open Purchase Order for Maintenance Agreement on XEROX Document Centre 425ST Copier Serial # EYF-004106. Account No _____ 8-1100-422-10-300-001-0-432	800.00	800.00
			<u>Encumbrance</u>	
			800.00	
			Freight	.00
			Total	800.00

Authorized By: _____



Maintenance Agreement

Customer: HIDALGO, COUNTY OF

Bill To: COUNTY OF HIDALGO
FIRE MARSHAL
281
2814 S Business Hwy
Edinburg, TX 78539-4548
Tax ID#: 1

Install: COUNTY OF HIDALGO
FIRE MARSHAL
281
2802 S Business Hwy
Edinburg, TX 78539-4548



"An Outstanding Customer Service Experience"

J.D. Power and Associates Certified Technology & Support Program, developed in conjunction with SSPA. Visit jdpower.com or thesppa.com.

Monthly Pricing

Item	Maintenance Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. DC425AS S/N EYF004106 Purchased From: no additional amount	\$63.63	1: Total	1 - 4,000 4,001+	Included \$0.0150	- Term: 48 Months - Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$63.63	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 4 pages including this face page.

Signer: X

Phone: (956)318-2626

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Damaris Morales
(956)682-1820

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Terms and Conditions

SOLUTION/SERVICES:

- 1. PRODUCTS.** "Products" shall refer collectively to all equipment (the "Equipment"), software, and supplies identified on the face of this Agreement. You represent that the Products are being ordered for your own business use (rather than resale) and that they will not be used for personal, household or family purposes.
- 2. CONSUMABLE SUPPLIES INCLUDED.** If Consumable Supplies is identified in the Maintenance Plan Features, Maintenance Services will include black toner (excluding highlight color toner), black developer, copy Cartridges, and, if applicable, fuser ("Consumable Supplies"). For full-color Equipment, Consumable Supplies shall also include, as applicable, color toner and developer. For Products identified as "Phaser", Consumable Supplies may also include, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. You agree that the Consumable Supplies are Xerox's property until used by you, that you will use them only with the Equipment, that you will return all Cartridges to Xerox for remanufacturing once they have been run to their cease-function point (at Xerox's expense when using Xerox-supplied shipping labels), and that at the end of the term of this Agreement you will either (1) return any unused Consumable Supplies to Xerox (at Xerox's expense when using Xerox-supplied shipping labels), or (2) destroy them in a manner permitted by applicable law. Should your use of Consumable Supplies exceed Xerox's published yields for these items by more than 10%, you agree that Xerox shall have the right to charge you for any such excess usage. When requested by Xerox, you agree to provide meter readings and inventory of Consumable Supplies in your possession.
- 3. CARTRIDGES.** If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), and unless you have entered into a Standard Maintenance Agreement as described herein, you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the United States and the failure to use such Cartridges shall void any warranty applicable to such Equipment. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new and/or reprocessed components. To enhance print quality, the Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S. Equipment configuration that permits use of non-newly manufactured original Xerox Cartridges may be available from Xerox at an additional charge.
- 4. MAINTENANCE SERVICES.** Xerox (or a designated servicer) will provide the following Maintenance Services under this Agreement (unless you are acquiring Equipment for which Xerox does not offer Maintenance Services; such Equipment to be designated as "No Svc."). Xerox will make repairs and adjustments necessary to keep Equipment in good working order. Parts required for repairs may be new, reprocessed or recovered. All parts/materials replaced, including as part of an upgrade, will become Xerox's property.
- 5. INSTALLATION SITE & METER READINGS.** The Equipment installation site must conform to Xerox's published requirements throughout the term of this Agreement. If applicable, you agree to provide meter readings in the manner prescribed by Xerox. If you do not provide Xerox with meter readings as required, Xerox may estimate them and bill you accordingly.
- 6. EQUIPMENT REPLACEMENT.** If Xerox is unable to maintain the Equipment as described, Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical product or, at Xerox's option, another product of equal or greater capabilities. If a replacement product is provided pursuant to this Section there will not be an additional charge for the replacement product and, except as set forth in the Section of this Agreement titled "ANNUAL PRICE INCREASES", there will not be an additional charge for Maintenance Services during the then-current term during which Maintenance Services are being provided.
- 7. PC/WORKSTATION REQUIREMENTS.** In order to receive Maintenance Services and/or Software Support for Equipment requiring connection to a PC or workstation, you must utilize a PC or workstation that either (1) has been provided by Xerox, or (2) meets Xerox's published specifications.
- 8. HOURS & EXCLUSIONS.** Unless otherwise stated, Maintenance Services will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Equipment at issue. You agree to give Xerox reasonable access to the Equipment. Maintenance Services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables). You agree to use Equipment in accordance with, and to perform all operator maintenance procedures for Equipment as set forth in, the applicable manuals provided by Xerox.
- 9. SOFTWARE LICENSE.** The following terms apply to copyrighted software and the accompanying documentation, including, but not limited to, operating system software, provided with or within the Xerox-brand Equipment acquired hereunder ("Base Software"), as well as software identified as "Application Software" on the face of this Agreement. This license does not apply to any Diagnostic Software or to any software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
- A. Xerox grants you a non-exclusive, non-transferable license to use the Base Software within the United States, its territories, and possessions (the "United States") only on or with the Equipment with which (or within which) it was delivered. For Application Software, Xerox grants you a non-exclusive, non-transferable license to use this software within the United States on any single unit of equipment for as long as you are current in the payment of any indicated software license fees (including any Annual Renewal Fees). You have no other rights to the Base or Application Software and, in particular, may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software; (2) activate any software delivered with or within the Equipment in an unactivated state; or (3) allow others to engage in same. Title to the Base and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of this Agreement's software and limitation of liability provisions). Base and Application Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. Such disabling code may be activated if: (a) Xerox is denied reasonable access to the Base or Application Software to periodically reset such code; (b) you are notified of a default under any term of this Agreement; or (c) your license is terminated or expires.
- B. Xerox may terminate your license for any Base Software (1) immediately if you no longer use or possess the Equipment or are a lessor of the Equipment and your first lessee no longer uses or possesses it, or (2) upon the termination of any agreement under which you have rented or leased the Equipment.
- C. If you transfer possession of the Equipment after you obtain title to it, Xerox will offer the transferee a license to use the Base Software within the United States on or with it, subject to Xerox's then-applicable terms and license fees, if any, and provided the transfer is not in violation of Xerox's rights.
- D. Xerox warrants that the Base and Application Software will perform in material conformity with its user documentation for a ninety (90) day period from the date it is delivered or, for software installed by Xerox, the date of software installation. Neither Xerox nor its licensors warrant that the Base or Application Software will be free from errors or that its operation will be uninterrupted.
- 10. SOFTWARE SUPPORT.** During the period that Xerox (or a designated servicer) provides Maintenance Services for the Equipment but in no event longer than five (5) years after Xerox stops taking orders from customers for the subject model of Equipment, Xerox (or a designated servicer) will also provide software support for the Base Software you have licensed from Xerox under the following terms. In order to receive support for Base Software, you agree that title to the Base Software at all times remains solely with Xerox and/or Xerox's licensors and that the Base Software may contain, or be modified to contain, computer code capable of automatically disabling proper operation or functioning of the Equipment. You further agree that such disabling code may be activated if: (1) Xerox is denied access to the Base Software to periodically reset such code; (2) you otherwise breach any term of this Agreement or the agreement under which the Equipment was acquired; or, (3) your license is terminated or expires. For Application Software licensed pursuant to this Agreement, Xerox will provide software support under the following terms provided you are current in the payment of all Initial License and Annual Renewal Fees (or, for programs not requiring Annual Renewal Fees, the payment of the Initial License Fee and the annual

"Support Only" Fees).

A. Xerox will assure that Base and Application Software performs in material conformity with its user documentation and will maintain a toll-free hotline during Xerox's standard working hours to answer related questions.

B. Xerox may make available new releases of the Base or Application Software that primarily incorporate coding error fixes and are designated as "Maintenance Releases". Maintenance Releases are provided at no charge and must be implemented within six (6) months after being made available to you. Each new Maintenance Release shall be considered Base or Application Software governed by the Software License and Software Support provisions of this Agreement. New releases of the Base or Application Software that are not Maintenance Releases, if any, may be subject to additional license fees at Xerox's then-current pricing and shall be considered Base or Application Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Xerox will not be in breach of its software support obligations hereunder if, in order to implement, in whole or in part, a new release of Base or Application Software provided or made available to you by Xerox, you must procure, at your expense, additional hardware and/or software from Xerox or any other entity. You agree to return or destroy all prior releases.

C. Xerox will use reasonable efforts, either directly and/or with its vendors, to resolve coding errors or provide workarounds or patches, provided you report problems as specified by Xerox.

D. Xerox shall not be obligated (1) to support any Base or Application Software that is two or more releases older than Xerox's most current release, or (2) to remedy coding errors if you have modified the Base or Application Software.

11. DIAGNOSTIC SOFTWARE. Software used to maintain the Equipment and/or diagnose its failures or substandard performance (collectively "Diagnostic Software") is embedded in, resides on, or may be loaded onto the Equipment. The Diagnostic Software and method of entry or access to it constitute valuable trade secrets of Xerox. Title to the Diagnostic Software shall at all times remain solely with Xerox and/or Xerox's licensors. You agree that (a) your acquisition of the Equipment does not grant you a license or right to use the Diagnostic Software in any manner, and (b) that unless separately licensed by Xerox to do so, you will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so). You agree at all times (including subsequent to the expiration of this Agreement) to allow Xerox to access, monitor, and otherwise take steps to prevent unauthorized use or reproduction of the Diagnostic Software.

PRICING PLAN/OFFERING SELECTED:

12. COMMENCEMENT & EXPIRATION. This Agreement will commence upon acceptance by Xerox and expire on the last day of the 12th, 24th, 36th, 48th or 60th full calendar month thereafter, as applicable.

13. PAYMENT TERMS. Invoices are payable upon receipt and payment is due and must be received by Xerox no later than thirty (30) days after the invoice date. Restrictive covenants on instruments or documents submitted for or with payments you send to Xerox will not reduce your obligations.

14. PAYMENTS. The Minimum Payment may include a Minimum Number of Prints. The Minimum Payment is billed in advance, with Print Charges for any prints made in excess of the Minimum Number of Prints billed in arrears.

15. LATE PAYMENT CHARGE. For any payment not received by Xerox within ten (10) days of the due date as set forth herein, Xerox may charge, and you agree to pay, a late charge equal to the higher of five percent (5%) of the amount due or \$25 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

16. PRICING FIXED FOR TERM. If Pricing Fixed for Term is identified in the Maintenance Plan Features, the amount you pay Xerox to maintain the Equipment shall not increase during the initial term of this Agreement.

17. TAXES. You shall be responsible for any and all applicable Taxes, which will be included in Xerox's invoice unless you provide proof of your tax exempt status. "Taxes" shall mean any tax, assessment or charge imposed or collected by any governmental entity or any political subdivision thereof, however designated or levied, imposed on this Agreement or the amounts payable to Xerox by you for the billing of Products, Print Charges, services and maintenance of any kind. Taxes include, but are not limited to, sales and use, rental, excise, gross receipts and occupational or privilege taxes, plus any interest and/or penalty thereon, but excluding any taxes on Xerox's net income. If a taxing authority determines that Xerox did not collect all applicable Taxes, you shall remain liable to Xerox for such additional Taxes.

18. RENEWAL. Unless either party provides notice at least thirty (30) days before the

end of the term of its intention not to renew maintenance for any Equipment under this Agreement, it will renew automatically for successive terms of the same number of months, terms and conditions and billing frequency as the original Agreement. Pricing for this renewal term shall be at Xerox's then-current published pricing.

19. DEFAULT AND REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within fifteen (15) days after the date it is due, or (2) you breach any other obligation hereunder. If you default, Xerox, in addition to its other remedies (including the cessation of Maintenance Services), may require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of (a) all amounts then due, plus interest on all amounts due from the due date until paid at the rate of one and one-half percent (1.5%) per month (not to exceed the maximum amount permitted by law); (b) the lesser of the remaining Minimum Payment in the Agreement's term or six (6) such payments for one-year agreements (and twelve (12) such payments for multi-year agreements); and, (c) all applicable Taxes. Xerox's decision to waive or forgive a particular default shall not prevent Xerox from declaring any other default. In addition, if you default under this Agreement, you agree to pay all of the costs Xerox incurs to enforce its rights against you, including reasonable attorneys' fees and actual costs.

GENERAL TERMS & CONDITIONS:

20. REPRESENTATIONS, WARRANTIES & COVENANTS. Each party represents that, as of the date of this Agreement, it has the lawful power and authority to enter into this Agreement, the individuals signing this Agreement are duly authorized to do so on its behalf and, by entering this Agreement, it will not violate any law or other agreement to which it is a party. You are not aware of anything that will have a material negative effect on your ability to satisfy your payment obligations under this Agreement and all financial information you have provided, or will provide, to Xerox is true and accurate and provides a good representation of your financial condition. Each party agrees that it will promptly notify the other party in writing of a change in ownership, or if it relocates its principal place of business or changes the name of its business.

21. LIMITATION OF LIABILITY. Xerox shall not be liable to you for any direct damages in excess of \$10,000 or the amounts paid hereunder, whichever is greater, and neither party shall be liable to the other for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory. The above-stated limitation of liability shall not be applicable to any specific indemnification obligations set forth in this Agreement. Any action you take against Xerox must be commenced within two (2) years after the event that caused it.

22. CREDIT REPORTS. You authorize Xerox (or its agent) to obtain credit reports from commercial credit reporting agencies.

23. FORCE MAJEURE. Xerox shall not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; strike or other labor dispute; riot; misadventure of the sea; inability to secure materials and/or transportation; or a restriction imposed by legislation, or by an order, rule or regulation of any governmental entity. If such a circumstance occurs, Xerox shall undertake reasonable action to notify you of the same.

24. WARRANTY DISCLAIMER & WAIVER. XEROX DISCLAIMS, AND YOU WAIVE, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

25. INTELLECTUAL PROPERTY INDEMNITY. Xerox, at its expense, will defend you from, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights, provided you promptly notify Xerox of the alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it preapproves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement-related liabilities outside the scope of this Section including, but not limited to, infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

26. ASSIGNMENT. (a) If you wish to assign any rights or obligations under this Agreement, you shall provide a written notice to Xerox of such request for consent, with said notice including the name of the proposed assignee. Your request to assign this Agreement will be granted by Xerox if: (1) you are not in default under this Agreement

Terms and Conditions

or any other agreement with Xerox; (2) the proposed assignee agrees to the sections of this Agreement titled "PAYMENTS", "TAXES" and "CREDIT REPORTS" as applicable to it, for the purposes of the proposed assignment; (3) the proposed assignee meets Xerox's then current credit criteria for similar transactions as determined by Xerox in its sole discretion; and, (4) you and the proposed assignee execute a writing, in a form acceptable to Xerox, confirming said assignment. Assignment by you requires the written consent of Xerox and may not be accomplished by operation of law. (b) Xerox may assign this Agreement, in whole or in part, to a parent, subsidiary or affiliate of Xerox, or to a person or entity for the purposes of securitizing a pool of assets or as part of a third party financial transaction without prior notice to you; provided, however, any proposed assignment to a person or entity not identified previously in this sentence shall require your prior written consent. In the event of an assignment permitted by the preceding sentence, Xerox may, without notice to you, release information it has about you related to this Agreement. Each successive assignee of Xerox shall have all of the rights but none of the obligations of Xerox hereunder. You shall continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services, and you hereby waive and release any assignees of Xerox from any such claim relating to or arising from the performance of Xerox's obligations hereunder. You shall not assert any defense, counterclaim or setoff that you may have or claim against Xerox against any assignees of Xerox. In the event of an assignment by Xerox, you shall remit payments due in accordance with remittance instructions of the assignee.

27. MISCELLANEOUS. Notices must be in writing and will be deemed given five (5) days after mailing, or two (2) days after sending by nationally recognized overnight courier, to the other party's business address, or to such other address designated by

either party to the other by written notice given pursuant to this sentence. The term "business address" shall mean, for you, the "Bill to" address identified on the face of this Agreement and, for Xerox, the inquiry address set forth on the most recent invoice to you. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior and contemporaneous oral and written agreements, and shall be construed under the laws of the State of New York (without regard to conflict-of-law principles). You agree to the jurisdiction and venue of the federal and state courts in Monroe County, New York. In any action to enforce this Agreement, the parties agree to waive their right to a jury trial. If a court finds any term of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. Both parties may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which shall be admissible in any action to enforce it, but only the Agreement held by Xerox shall be considered an original. Xerox may accept this Agreement either by its authorized signature or by commencing performance (e.g., Equipment delivery, initiating Maintenance Services, etc.). All changes to this Agreement must be made in a writing signed by both parties; accordingly, any terms on your ordering documents shall be of no force or effect.

28. REMOTE DATA COLLECTION. Xerox may automatically collect from the Equipment, via electronic transmission to a secure off-site location, certain data used by Xerox or a designated servicer to support and service the Equipment, or for Xerox billing, supplies replenishment or product improvement purposes. Automatically transmitted data may include, but is not limited to, product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data shall be transmitted in a secure manner specified by Xerox.

Requisition

Req # 00124307

PO #

Date: 01/07/08

Bill To: x
x

Account # 7589 1/29/08

Vendor: 190403
JONES & COOK STATIONERS
919 W HIGHWAY
PHARR TX 78577
FAX (956) 686-0274

Ship To: Hidalgo County District Attorney
100 North Clossner 5th Floor
Edinburg Tx 78539

Contact: ROXANA SEGOVIA
956-318-2300

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER		
	<i>yr.</i>	MAINTENANCE AGREEMENT (JANUARY 2008 - DECEMBER 2008) FOR LATHEM STAMPERS U93340, U93338, U93339, U93337, AND U93341	550.00	550.00
	<i>yr.</i>	Account No _____	Encumbrance	
	<i>yr.</i>	8-1100-412-00-080-002-0-432	550.00	
	<i>yr.</i>		Freight	.00
	<i>yr.</i>		Total	550.00
	<i>yr.</i>	REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Account

Authorized By: _____

CUSTOMER SERVICE PLAN



919 W. Highway 83
Pharr, Texas 78577
Ph. (210) 787-3233
1-800-292-1199
Fax (210) 787-2834

This is a Customer Service Plan between HIDALGO COUNTY DISTRICT ATTORNEY

100 N. CLOSNER 5TH FLOOR ROOM 509 EDINBURG, TX 78539
(name and address)

(hereinafter "customer") and Jones & Cook Stationers, 919 West Highway, Pharr, Texas (hereinafter "dealer") wherein customer orders and dealer agrees to furnish, on a year to year basis, maintenance service in accordance with the terms and conditions herein specified:

1. The payment of \$_____ shall be due on a C.O.D. basis and this plan shall not become effective until said payment is received by Dealer.
2. Dealer will repair, without additional charge for labor, any unit which has failed due to defects in material or workmanship, or which has failed through normal operation. Dealer will furnish all parts.
3. This agreement does not include repairs made necessary by or through damage by fire, water, accident, abuse or acts of God, repair to units altered or repaired by someone other than the dealer, or major overhauls.
4. For each customer's unit which is to be repaired and which can reasonably be expected to be out of service for more than 24 hours, the dealer will supply to customer a loan machine, if requested and if available, until repairs of said machine are effected.
5. This agreement is not transferable and shall terminate on any unit which is sold.
6. Dealer shall not be responsible for failure to render service hereunder for causes beyond its control, including, without limitation, strikes and labor disputes.
7. This agreement is cancellable by either party by giving 30 days notice prior to the anniversary date of the agreement.
8. This instrument contains the entire agreement between the parties and there are no promises, representations or warranties, express or implied, other than as set forth herein.

Jones & Cook Stationers _____

By ABEL RAMIREZ

By _____

Effective Date: 1/6/08 TO 1/6/09

The units covered by this plan are as follows:

Make	Model	Serial No.	Rate	
LATHEM	LTT.	U93340	110.00	
		U93338		
		U93339		
		U93337		
		U93341		
				\$ 550.00
				Total

PLEASE SIGN AND RETURN THIS COPY TO DEALER

Requisition

Req # 00124152

PO #

Date: 01/04/08

*Account # 7589
1/29/08*

Bill To: x
x

Vendor: 5401
CARSON MAP CO.
P. O. BOX 1848
LA FERIA TX 78559

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 N. CLOSNER, 1ST FL
EDINBURG TX 78539

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	COUNTY WIDE DO NOT DUPLICATE ORDER Annual On Subscription Hidalgo ON-LINE/ 2 ADD'L USERS 01/01/2008 THRU 12/31/2008 Account No _____ 8-1100-415-00-200-002-0-534 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	862.50 <u>Encumbrance</u> 862.50 Freight .00 Total 862.50	862.50

Edna Kirby
flat books

Authorized By: _____



Specializing In City and County Platbooks Since 1955

Carson Map Company

122 E. Commercial Avenue · P.O. Box 1848
 La Feria, TX 78559
 Tel. 1-800-366-4906 / (956) 797-1514
 Fax (956) 797-4346

*RTI 2/1/08
 2-3 2/1/08*

Lease Agreement

(4 user) online services

I hereby agree to lease Hidalgo Co. Online at the rate of \$575.00 US plus two additional users \$287.50. The term of the Agreement is for a minimum of twelve (12) months effective Jan. 2008. Thereafter, the Agreement may be terminated with 60 days notice in writing to Carson Map Company Inc. The lease payment is due at the beginning of the lease and annually on the anniversary date of the lease. Carson Map Company will provide revisions, when available, at no additional charge. The lease rate is subject to change with 30 days notice on an annual basis.

It is further agreed that Lessee will not allow anyone not in his/her employ to utilize or examine the online service and that Lessee will not copy or allow any part of the online service to be copied or reproduced in any digital format for any purpose whatsoever, not even for back-up or archival purposes. This lease herein granted includes the right to create hard copies of the online service or portions thereof for Lessee's internal use only. Online services are protected by United States Copyright laws and may not be reproduced for sale.

The online services contain data and information that has been obtained by Carson Map Company from governmental and other sources it believes reliable. Carson Map Company is not responsible for the completeness or accuracy of the online services, and no warranty or representation, expressed or implied, is given regarding the correctness, accuracy, timeliness, merchantability or fitness for a particular purpose of the online services.

Notes: January 1, 2008 – December 31, 2008

Company Name: Hidalgo County Planning Dept. (Bill to Hidalgo County IT Dept.)

Address: _____

City, State, Zip: _____

Phone & Fax #'s _____

Signature: _____

Date: 1/21/08

CARSONMAP.COM

122 E. COMMERCIAL AVE/P.O. BOX 1848
LA FERIA, TEXAS 78559

FACSIMILE TRANSMITTAL SHEET

TO:

MATTY

FROM: CARSON MAP COMPANY

956-797-1514

956-797-4346 Fax

RENE

COMPANY:

DATE:

1/23/08

FAX NUMBER:

318-2629

TOTAL NO. OF PAGES INCLUDING COVER:

2

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

RE:

YOUR REFERENCE NUMBER:

- URGENT
- FOR REVIEW
- PLEASE COMMENT
- PLEASE REPLY
- PLEASE RECYCLE

NOTES/COMMENTS:

P. O. BOX 1848 LA FERIA TEXAS 78559



Specializing In City and County Platbooks Since 1955

Carson Map Company

122 E. Commercial Avenue · P.O. Box 1848
 La Feria, TX 78559
 Tel. 1-800-366-4906 / (956) 797-1514
 Fax (956) 797-4346

Lease Agreement

I hereby agree to lease Hidalgo Co. Online plus/ 2 add'l users at the rate of \$575.00 + 287.50 US. The term of the Agreement is for a minimum of twelve (12) months effective Jan.2008. Thereafter, the Agreement may be terminated with 60 days notice in writing to Carson Map Company Inc. The lease payment is due at the beginning of the lease and annually on the anniversary date of the lease. Carson Map Company will provide revisions, when available, at no additional charge. The lease rate is subject to change with 30 days notice on an annual basis.

It is further agreed that Lessee will not allow anyone not in his/her employ to utilize or examine the online service and that Lessee will not copy or allow any part of the online service to be copied or reproduced in any digital format for any purpose whatsoever, not even for back-up or archival purposes. This lease herein granted includes the right to create hard copies of the online service or portions thereof for Lessee's internal use only. Online services are protected by United States Copyright laws and may not be reproduced for sale.

The online services contain data and information that has been obtained by Carson Map Company from governmental and other sources it believes reliable. Carson Map Company is not responsible for the completeness or accuracy of the online services, and no warranty or representation, expressed or implied, is given regarding the correctness, accuracy, timeliness, merchantability or fitness for a particular purpose of the online services.

Notes: ATTN: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone & Fax #'s _____

Signature: _____

Date: start date 03/15/2002 revised signatures on 01/15/2008 _____

*****platbooks may remain in your office for this account, however, they will not be updated. Upon cancellation of the ON-LINE service all platbooks must be returned to our office. At this time if you want our office to pick up the platbooks, please notify us and we will send someone to pick them up. Thank you.**

Phone: 956-797-1514
Fax: 956-797-4346
www.carsonmap.com

Carson Map Co. Inc.

fax

To: maty From: Sally
Fax: 318-2629 Pages: 2 Including cover
Phone: _____ Date: 11/15/08
Re: REVISED CC: _____
• Comments: Loose

County of Hidalgo

Information Technology Department
100 N. Closner Blvd.
Edinburg, TX 78539
956-292-7010
www.co.hidalgo.tx.us

Texas

Date:	1/14/08
Time:	
To:	Attn: ELENA
Fax #:	(956) 292-7612
Company:	Purchasing
Total Pages:	2
From:	Edna Kirby
Fax:	(956) 318-2699
Regarding:	Carson Maps / Req # 124152
Comments: If you have any questions please call me at (956) 292-7010 ext. 6017	
e-mail address	edna.kirby@co.hidalgo.tx.us

rob

956-797-4346

p.2

1 Ref. 124152



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info@carsonmap.com

Specializing In City and County Platbooks Since 1955

CARSON MAP COMPANY

112 E. Commercial Avenue • P. O. Box 1848
La Feria, TX 78559

Tel. (956) 797-1514
1-800-366-4906
Fax (956) 797-4346

#08-85
entry

Lease Agreement

I hereby agree to lease Hidalgo Co. Online at the rate of \$550.00 US plus tax \$45.38 and a deposit of \$0.00. The term of the Agreement is for a minimum of twelve (12) months effective April 2002. Thereafter, the Agreement may be terminated with 90 days notice in writing to Carson Map Company Inc. The deposit will be refunded upon delivery of leased plat book(s)/CD(s) to Carson Map Company Inc. The lease payment is due at the beginning of the lease and annually on the anniversary date of the lease. Carson Map Company will provide revisions, when available, twice annually at no additional charge. The lease rate is subject to change with 60 days notice on an annual basis.

The plat book(s)/CD(s) remain the property of Carson Map Company Inc. Carson Map Company has and retains the exclusive right to lease Carson Plat Books/CD(s) to third parties, and Lessee shall not transfer, assign, or otherwise disseminate or allow any person other than it's employees to use all or any part of the plat book(s)/CD(s). It is further agreed that Lessee will not allow anyone not in his/her employ to utilize or examine the plat book(s)/CD(s) and that Lessee will not copy or allow any part of the plat book(s)/CD(s) to be copied or reproduced in any digital format for any purpose whatsoever, not even for back-up or archival purposes. This lease herein granted includes the right to create hard copies of the plat book(s)/CD(s) or portions thereof for Lessee's internal use only. Lessee may not modify plat book(s)/CD(s) in any way. The Lessee is responsible for reasonable care of the plat books/CD(s). The plat books/CD(s) are protected by United States Copyright laws and may not be reproduced for sale.

The platbook(s)/CD(s) contain data and information that has been obtained by Carson Map Company from governmental and other sources it believes reliable. Carson Map Company is not responsible for the completeness or accuracy of the platbook(s)/CD(s), and no warranty or representation, expressed or implied, is given regarding the correctness, accuracy, timeliness, merchantability or fitness for a particular purpose of the platbook(s)/CD(s).

Notes: ATTN: Isidro/Irma USR: hcpd PSWRD: planning

Company Name: Hidalgo County Planning Dept.

Address: 1304 S. 25th St.

City, State, Zip: Edinburg, Tx. 78539

Phone & Fax #'s (956) 318-2840

Signature: Luma Celia Castillo 4-23-02 for Main office Edinburg

Date: 3-15-02

* platbooks may remain in your office for this account however they will not be updated unless you request for them to be. Upon cancellation of Online service they will have to be returned. Otherwise if you would like for our office to pick up the books please call to notify us.

**Requisition
BUDGET OFFICER**

Req # 00125636

PO #

Date: 01/23/08

*Document
1/29/08
#7589*

Bill To: x
x

Vendor: 321761
DESTINY SOFTWARE, INC.
P.O. BOX 827
WOODINVILLE WA 98072-0827

Ship To: BUDGET OFFICER
100 E. CANO, 1ST FL
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		DO NOT DUPLICATE ORDER		
		Yearly Maintenance License & Service Fee for AgendaQuick Software	2,250.00	2,250.00
		Account No	Encumbrance	
		7-1100-415-14-115-001-0-432	2,250.00	
			Freight	.00
			Total	2,250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Destiny Software, Inc
 PO Box 827
 Woodinville, WA 98072-0827

Invoice

DATE	INVOICE #
1/5/2008	2770

BILL TO
County of Hidalgo Budget Officer 100 E Cano, 1st Floor Edinburg, TX 78539

P.O. NO.	TERMS	PROJECT
	Due on receipt	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	Yearly Maintenance (15%) for 11-01-2007 through 10/31/08 Sales Tax	2,250.00 8.80%	2,250.00 0.00

Reg. # 125636

Software bought \$18,750.00
 2005 - pd 10/25/05 - 06
 2006 - pd 11/7/06 - 07
 Renewal 2,250.00
 2007 - Renewal \$2,250.00
 07-08

7-1100-415-14-115-001-0-432

Total	\$2,250.00
Payments/Credits	\$0.00
Balance Due	\$2,250.00

V-321761



Excellence in Software Consulting and Development

Laura Renteria-Moya
Purchase Order Administrator
Hidalgo County Purchasing Department
100 E Cano 4th Floor
Edinburg, Texas 78539

Re: Destiny Software Proposal

Dear Laura:

Enclosed are two copies of our proposal and service agreement as well as a copy of the email I sent and the installation instructions checklist for Renan to review.

Additionally, here is the link to the demo I tried to send:
<http://www.destinysoftwareinc.com/demo2.wmv>

Please let me know if you need any additional information.

Best regards,

Dean
Dean Dickinson
Destiny Software Inc.

P.S. Please say hello to Valde, Paul & Norma
9-7-05

Valde.
Proceed to have IT review and comment.
Then let me know so I can place item
on agenda for purchase & approval of License &
Software Agreement (and send to legal for review).
Marty

2005 SEP 29 PM 3 35

BUDGET OFFICE
HIDALGO COUNTY

400 E. CANO STREET, EDINBURG, TEXAS 78539

Dean Dickinson

From: Dean Dickinson [dean@destinysoftwareinc.com]
Sent: Friday, September 02, 2005 9:28 AM
To: 'Laura.Moya'
Cc: 'renan@co.hidalgo.tx.us'
Subject: RE: Hidalgo County
Attachments: demo2.wmv; AgendaQuick Installation 9-2-05.doc

Hi Laura,

It was nice chatting with you earlier. Let me see if I can give you a quick response to your email.

1. It is possible to customize the AgendaQuick program, we designed it so that certain fields and buttons could be easily renamed, additional text boxes could be added to several of the 'Agenda Item' pages, such as the 'Memo Item' page and the 'Expenditures' page.
2. The cost of the software includes these modifications; major modifications can be done at time & expense at the rate of \$105/hr
3. The program is web-based and easy to install (I'm attaching our installation checklist for Renan to review)
4. Installation requires that ColdFusion be loaded on the county servers ahead of time – ColdFusion is purchased directly from Macromedia and I believe that public agencies can get it for less than the retail price – around \$1500
5. Training at the administrative level is provided via live online sessions and the software comes with Administrative and User level documentation.

I'm attaching a short demo to explain how the program works at the user level. I'll also send another email with the proposal and service agreement.

Please give me a call if you have any difficulty getting the demo opened – you'll need Windows Media Player to view it.

I'll check in with you later today to see that you received everything.

Thanks a lot!
 Dean Dickinson
 Destiny Software Inc
 425 415-1777 ext 106

From: Laura.Moya [mailto:laura.moya@co.hidalgo.tx.us]
Sent: Friday, September 02, 2005 8:23 AM
To: dean@destinysoftwareinc.com
Cc: renan@co.hidalgo.tx.us
Subject: Hidalgo County

Hi Dean,

I was reading a pamphlet from your company on and we are interested in Agenda Quick. Would it be possible for you to send us more information on agenda quick and a proposal/quote for this product? Is this product customized to fit our needs or is it standard software. Any information you can provide to us would be great. Thank you in advance for your assistance on this.

Laura Renteria-Moya
 Purchase Order Administrator
 Hidalgo County Purchasing Department

2005 SEP 29 PM 3 35

BUDGET OFFICE
 HIDALGO COUNTY

9/2/2005

AgendaQuick & RoundAbout Installation Requirements

1. Download/install ColdFusion on web server
2. Determine what database will be used. Download/install this database if necessary (i.e. it's not already there).
 - a. Should be either SQL Server 2000 or MySQL 4.1
 - b. If SQLServer is being used, make sure the client knows that we will need to use 1 CAL (client access license)
 - c. Verify we have access to connect to, query, and update this database, both data and schema
 - d. If they use MySQL and we don't set up the username/password for ColdFusion to access it, they need to know that they need to set up the password using 'old_password' – the new MySQL password encryption doesn't work with ColdFusion
3. Determine how we will get VPN access (get username/passwords, ip, etc)
4. Ask what web service they are using (Apache or IIS). This will determine what directory we put our code in.
5. Get the SMTP address of a mail server to use to send email from the system. If their mail server requires authentication, then we'll need a username and password. If their SMTP server uses a port other than 25, we need to know the port number.
6. Have them create a virtual directory for attachments storage (in a directory other than then where the web pages are).
 - a. Name of virtual directory is '/docs'
7. Get IP address, username, password for web server and database server. We will need to have administrative access so we can start/stop services.
8. Create package of baseline database and code
 - a. Create a CD?
9. Install code and database. If they have a database administrator, they will probably want to do the database install.
 - a. If we install SQLServer database:
 - i. Restore database
 - (1) Create database
 - (2) Copy file to backup directory
 - (3) Right click on database, select restore
 - (4) Change .mdf and .log file directory appropriately
 - ii. Verify ColdFusion is a valid user in the database, add if not
 - iii. Note IP of the SQL server box
 - b. Add database as ColdFusion data source
 - c. In advanced settings, check only Select/Insert/Delete/Update and Stored Procedures
 - d. Copy code to appropriate directory
 - i. modify connections/fas.cfm, index.htm, and default.htm with data source name
10. Change appropriate system setup data elements via the application (the baseline database probably will not have the correct Company name, etc)
 - a. Specify a 'from' email address. The client needs to decide if they want people to be able to respond to it and who that email should go to (generally they'll set up an alias).



AgendaQuick™
Electronic Agenda Tool

Proposal

For

Hidalgo County, Texas

AgendaQuick™ & RoundAbout™ Agenda Tool & Forms Routing System

Key Points:

AgendaQuick™ & RoundAbout™ (Forms Routing System) use E-forms, electronic versions of the same paper forms used everyday throughout most organizations. **RoundAbout™** routes those automatically to everyone involved in the approval process through the organization's own website.

AgendaQuick™ is an electronic agenda creation tool and meeting planner specifically designed to facilitate the creation and distribution of electronic agendas.

With **AgendaQuick™** council members, department heads and committees can easily submit agenda items and the corresponding documentation, electronically. The individual responsible for creating the agenda receives and then incorporates these items into the agenda with a few quick key strokes.

Once created, the agenda draft is routed automatically to those who need to approve the agenda. After final approval and last minute changes, the agenda is then available to all parties, including the public via the organization's website.

Benefits of AgendaQuick™ & RoundAbout™

Dramatically reduce agenda creation and review time

- Eliminate or greatly reduce the amount of paper used in the agenda process
- Collect agenda items from the source through secure login ID's and eliminate the need for data re-entry by others
- Allows documents to be stored and retrieved electronically without hogging bandwidth
- Reduce the total number of pre-printed forms and related printing costs
- Reduce mailing, shipping and handling costs
- Roundabout is modular – in addition to **AgendaQuick™**, other forms and features can be added at any time – HR forms, Public forms etc.

System Components and Price

AgendaQuick™ Agenda Tool & Roundabout™ System Software	\$15,000.00 -
Annual License and Service Fee	\$ 2,250.00 -
Sales Tax	\$ 0.00
Total	\$17,250.00 -
ColdFusion License – Purchased thru Macromedia*	\$1,500 est. -
Terms: Total due upon contract signing.	18,750.00
Estimated Delivery Date September 2005**	

* ColdFusion license may be available through a state contract with Macromedia for less than the retail price.

Estimated delivery is approximately 1 week from contract date and is dependent upon server space, accessibility to server by Destiny Software and ColdFusion being installed on client's server. Customization beyond basic title and text box changes is billed at \$105 per hour and could possibly affect delivery date.

Annual License and Service Agreement

Description of Services

- Installation of AgendaQuick
- Administrative Training
- Customer Support for AgendaQuick
- Free Updates of Purchased Software
- Free Fixes to Purchased Software

(425) 415-1250.
1777
ext. 106
Dean

Term of Agreement

One year

Annual License & Service Fee
15% of Software Purchased
(Roundabout™ & Agenda Quick™)

\$2,250

Effective Date (Date of Contract)

Terms

License and Service Fee due upon delivery of software

10/6/05
~~77877~~
~~78772~~

Co.
www.hidalgo.tx.us

Purchasing
Bidder

Destiny
Software Inc.

Software License & Service Agreement

Effective Date: September 2, 2005

THIS AGREEMENT between **Destiny Software Inc.** ("Licensor"), of 19724 166th Ave NE, Woodinville, Washington 98072, and **Hidalgo County, Texas** ("Licensee"), of Hidalgo County 100 E Cano, Edinburg, Texas 78539

WHEREAS:

- (A) This Agreement is a license and service agreement and not an agreement for the sale of software.
- (B) This Agreement gives Licensee limited rights to use the Software and Related Materials described below and imposes upon Licensee certain obligations to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.
- (C) This Agreement imposes upon Licensor certain obligations to provide customer service in regard to the ongoing maintenance of Software and Related Materials described below.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:
 - (a) **"Confidential Information"** means proprietary material or information belonging to Licensor, or to any third party to which Licensor owes a duty to maintain confidentiality, directly or indirectly placed by Licensor, or by third parties to which Licensor is related, into the possession of Licensee which material or information is not generally available to or used by others (except other persons whom Licensor has granted licenses of the Software and Related Materials or part thereof) or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, and includes, without limitation, all business information, computer software and computer technology, whether patentable or not, which is acquired by or on behalf of Licensee from time to time and which, owing to the relationship between Licensor and Licensee, may become known to Licensee.
 - (b) **"Copyrights"** shall refer to those copyrights or copyright registrations for the Software or the Software and Related Materials and shall include future copyrights belonging to Licensor or any third party related to Licensor for improvements and modifications thereof and applications by Licensor for registration of copyrights for improvements and modifications thereof;
 - (c) **"Enhancements"** means changes and/or improvements to the Software, whether arising out of the particular Software configuration for the specific use of Licensee or otherwise;

- 2 -

- (d) "**Errors**" means, with regard to the Software, incorrect source code or object code or anything not in agreement with published Specifications or requested modifications;
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 - (f) "**Manuals**" means the programmer's manuals, the technical manuals and the user manuals and other similar documentation;
 - (g) "**Modifications**" means Enhancements and/or correction of Errors, and Modifications shall be deemed to have been accepted by Licensee upon the lapse of sixty (60) days following successful installation of any Modifications unless Licensee notifies Licensor in writing prior to the lapse of such period that the Modifications in question do not conform to Specifications;
 - (h) "**Related Materials**" means all of the printed materials, user documentation, training documentation and confidential activation code for the Software supplied by Licensor to Licensee, and includes the Manuals;
 - (i) "**Service**", which means consulting time, providing technical information and or assistance in the ongoing maintenance of the Software;
 - (j) "**Software**", which includes the Know-How and, unless otherwise hereinafter set out to the contrary, any Modifications, is described on Schedule "A" herein and includes all actual copies of all or any portion of the computer programs delivered by Licensor to Licensee, inclusive of backups, updates and merged copies either permitted by this Agreement or supplied subsequently by Licensor or any party related to Licensor; and
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4. **Copyrights.**
 - (a) The Software and Related Materials are owned by Licensor and are protected by U.S. copyright laws and applicable international treaties and/or conventions. Without limiting the prohibition on assignment contained elsewhere in this Agreement, Licensee acknowledges that its rights to use the Software and Related Materials are personal to Licensee. Licensee therefore covenants not to permit the use of the Software and Related Materials by unauthorized persons and to use its best efforts to prevent the exportation of the Software and Related Materials or any portion thereof into any country which does not have copyright laws that will protect Licensor's Copyrights.

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- 4 -

make one (1) copy of the Software for archival purposes only, unless Licensor agrees otherwise in writing.

6. **Uses Not Permitted.** Licensee covenants and agrees that it will not:
- (a) whether in whole or in part, sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of or access to the Software and Related Materials, or any portion thereof, to unlicensed persons;
 - (b) assign, mortgage, charge or otherwise encumber either the Software and Related Materials or its rights under this Agreement;
 - (c) reverse engineer, decompile or disassemble the Software;
 - (d) alter, modify or create any derivative works of the Software and Related Materials or any portion thereof, except as needed for Licensee's own use of Software;
 - (e) except as permitted elsewhere in this Agreement, make additional copies of the Software and Related Materials or any portion thereof;
 - (f) obscure or remove any copyright or trademark notices.
7. **Assignment.** Without limiting anything contained elsewhere in this Agreement, Licensee shall not assign this Agreement or any rights herein without the prior written consent of Licensor, which consent may be arbitrarily withheld. Any purported assignment without Licensor's consent shall be deemed to be null and void.
8. **Term.** The license granted by this Agreement shall commence on the date of this Agreement and shall continue for a period of one year thereafter. This Agreement shall be automatically terminated at the end of the one year period unless Licensee requests renewal, in writing, prior to the end of the period. Notwithstanding the foregoing, this Agreement will terminate automatically without notice if Licensee fails to comply with any provision of this Agreement. The parties agree that all provisions set out in this Agreement for the protection of Licensor and its Copyrights shall remain in force notwithstanding termination of this Agreement.
9. **Updates.** Provided that Licensee is in compliance with the terms and conditions of this Agreement, Licensor agrees to make available to Licensee all updates, improvements and enhancements for the Software. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such updates, improvements or enhancements.

- 5 -

10. **Limited Warranty.**

- (a) Licensor warrants that the Software, as defined in **Schedule "A"** and, any **additional Software, as defined in future revisions to Schedule "A"**, without Modifications, will substantially conform to the Related Materials for a period of one (1) year from the date of receipt by Licensee. Licensor warrants that the media

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Destiny Software Inc.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
PO Box 827

City, state, and ZIP code
Woodinville, WA 98072

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--

or

Employer identification number

9	1	1	6	0	6	7	6	1
---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Dean Dickinson - Vice President Date 10-13-2005

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.