

**Requisition
BUDGET OFFICER**

Req # 00134512

PO #

Date: 06/17/08

*Consent
#9978
7/8/08*

Bill To: x
x

Vendor : 220396
COBRA SOLUTIONS INC.
4500 S. LAKESHORE DR
STE. 420
TEMPE AZ 85282

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

Contact: Angela Garcia
956-292-7025

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	DO NOT DUPLICATE ORDER SILVER EDITION OF ANNUAL MAINTENANCE AGREEMENT: THE COBRA ADM. MANAGER PROVIDES UPDATES TO REQUIRED NOTICES, UPGRADES MADE TO MAINTAIN COMPLIANCE, MONTHLY NEWSLETTER AND BASIC TECH. SUPPORT (07/01/2008-06/30/2009)	395.00	395.00
		Account No _____	<u>Encumbrance</u>	
		8-2201-415-00-115-009-0-336	395.00	
			Freight	.00
			Total	395.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

COBRA Solutions, Inc.

Silver Software Maintenance and Support Agreement

THIS SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is made and entered into as of 09/01/2001 (the "Effective Date"), by and between COBRA Solutions, Inc., an Arizona corporation having a principal place of business at 4500 South Lakeshore Drive, Suite 420, Tempe, AZ 85282 ("COBRA Solutions"), and County Of Hidalgo, the authorized owner ("Licensee") of described software product(s) ("Software").

This Agreement governs the following Software offered by COBRA Solutions:

COBRA Administration Manager

NOW, THEREFORE, in consideration of the premises set forth above and the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Maintenance Services**. During the Term (as defined herein) of this Agreement, COBRA Solutions will furnish the following maintenance, support and other services ("Services") for the Licensed Software:

All updates, enhancements, upgrades or releases of the Licensed Software and related information and documentation ("Updates") may be downloaded via internet;

Updates to provided notifications as required by law changes and distribution of new notifications when applicable to remain compliant with the law shall be downloaded via the internet. and

Reasonable access by telephone and/or e-mail to COBRA Solutions' technical staff for consultation in the use and operation of the Licensed Software.

2. **Maintenance Fee**. In consideration for the Services, Licensee shall pay COBRA Solutions an annual fee of **\$395.00** ("Maintenance Fee"). COBRA Solutions will send via US Postal Services, an annual invoice. Licensee shall pay COBRA Solutions the Maintenance Fee on or before the first day of the Renewal Date. COBRA Solutions shall have the right to change the Maintenance Fee in future years.
3. **Term**. The initial term ("Initial Term") of this Agreement shall be for a period of twelve (12) months commencing on 07/01/2008. After the Initial Term, Licensee shall have the option of renewing this Agreement for additional one (1) year term ("Renewal Term"). The renewal date ("Renewal Date") will be the first day of the Renewal Term. COBRA Solutions may terminate this Agreement immediately upon breach of this Agreement by Licensee, which breach remains uncured fifteen (15) days after written notice thereof from COBRA Solutions, or upon no less than ninety (90) days prior written notice to Licensee.
4. **License**. All Services provided to Licensee hereunder shall be deemed to be a part of the Licensed Software and the terms and conditions of the License Agreement not inconsistent with the express provisions of this Agreement shall be applicable to such Services, including without limitation those relating to use, copying, return of materials, assignments, ownership, copyright, trade secret and patent protection and applicable law.
5. **Limited Warranty**. COBRA Solutions offers a sixty (60) day "money back" warranty on the software and prepaid Maintenance Fees. Payment, less applicable shipping fees will be reimbursed upon return of entire software package, including but not limited to the distribution media, manual and box along with a written explanation for the return. If Licensee has not paid software and Maintenance Fees, this Agreement will be automatically terminated. If Licensee has paid fees, COBRA Solutions will issue a refund check within thirty-one (31) days from receipt of returned software. Any implied warranties are limited to the duration of the express warranties stated in this Section 5. COBRA Solutions does not warrant that: (a) operation of any of the Updates shall be uninterrupted or error free, (b) that functions contained in the Updates shall operate in combinations which may be selected for use by Licensee or meet Licensee's requirements, or (c)

that the Updates will detect all viruses, Trojan horses, worms or other software routines or hardware components designed to permit unauthorized access to or to disable, erase or otherwise harm any software, hardware or data

THE FOREGOING EXPRESS LIMITED WARRANTIES ARE IN LIEU OF AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COBRA SOLUTIONS SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SERVICES AND THE PROVISION OF OR FAILURE TO PROVIDE SUCH SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COBRA SOLUTIONS OR ITS DISTRIBUTORS OR DEALERS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF INCOME, PROFITS, USE OF INFORMATION OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THE USE OF OR INABILITY TO USE ANY UPDATE, EVEN IF COBRA SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COBRA SOLUTIONS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE MAINTENANCE FEES PAID BY LICENSEE HEREUNDER.

6. **U.S. Government Restricted Rights.** The Services are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is COBRA Solutions, 4500 South Lakeshore Drive, Suite 420, Tempe, AZ 85282.
7. **Force Majeure.** COBRA Solutions shall not be liable to Licensee for any failure or delay caused by events beyond COBRA Solutions' reasonable control, including, without limitation, Licensee's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials or equipment; or technical failures.
8. **Non-Assignment.** Licensee shall have the right to assign this Agreement to a successor by merger or a purchaser of all or substantially all of its assets relating to the business of which the use or sale of the Licensed Software are a part if the successor agrees in writing to be bound by this license. COBRA Solutions shall have the right to assign this Agreement, in whole or in part, and/or to subcontract its performance obligations hereunder, at any time and from time to time in its sole discretion.
9. **Entire Agreement.** This Agreement, together with the License Agreement and any and all exhibits, schedules and appendices attached hereto and thereto, constitute the entire agreement between the parties and supersede all prior oral or written representations, agreements, promises, or other communications, which pertain to the covered subject matter. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of each party.
10. **Governing Law.** This Agreement is made under and shall be governed by and construed in accordance with the laws of Arizona. Any dispute arising out of, or in connection with this Agreement shall be adjudicated exclusively in the state or federal courts of Arizona, and all parties consent to personal jurisdiction and venue therein.
11. **Notices.** Any notice required under this Agreement shall be given in writing and delivered personally or by telecopy (with transmission confirmed), registered or certified mail, return receipt requested, or overnight delivery service to the parties at their addresses noted above or such other addresses as shall have been designated to each other in writing

12. **Severability.** If any provision of this Agreement shall be held unenforceable or invalid, the remaining parts shall remain in full force and effect.
13. **Enforcement.** The failure of either party in any one or more instances to insist upon strict performance of any of the terms or provisions of this Agreement shall not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or provisions on any future occasion. The headings are for convenience only and do not affect the meaning of this Agreement.
14. **Counterparts.** The parties may execute this Agreement in one or more counterpart copies, each of which shall be deemed an original.

This Software and Maintenance Agreement is agreed upon by :

County of Hidalgo:

COBRA Solutions, Inc.

Signature



Signature

Print Name

R. SCOTT BEAVER

Print Name

Date

06/25/2008

Date