

Requisition

Req # 00153068

HIDALGO COUNTY AUDITOR'S OFFICE

PO #

Date: 04/15/09

Consent
#15237
5/5/09

Bill To: x
x

Vendor : 328936
ACL SERVICES LTD.
1550 ALBERNI STREET
CANADA V6G 1A5
FAX (604)669-3557

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: R EUFRACIO
956-318-2511

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	SOFTWARE SUPPORT RENEWAL: DO NOT DUPLICATE ORDER #ASGZ109011 - PREMIUM 1 YEAR LAPSED SUPPORT REINSTATEMENT TO REINSTATE SERIAL #4175W - 1 USER NETWORK SUPPORT TO EXPIRE MARCH 31, 2010 <u>Account No</u> 9-1100-415-21-170-001-0-336	519.00	519.00
			<u>Encumbrance</u>	
			519.00	
			Freight	.00
			Total	519.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Ref # 153068



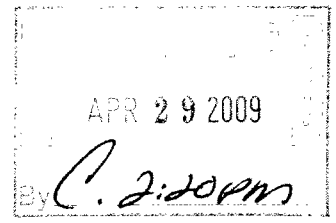
ACL Services Ltd
1550 Alberni Street
Vancouver, BC
V6G 1A5
Canada
GST# 100035195

Invoice Number SPT120710
Invoice Date April 15, 2009
Customer County of Hidalgo
008161

Phone 604-669-4225 Fax 604-669-3557

Bill To
Attention: Ray Eufrazio
County of Hidalgo
2808 South Business Hwy 281
Edinburg, TX
USA 78539-6243

Ship To



Date Shipped 15-Apr-09 Date Due 15-May-09 Payment Terms Net 30 Days Customer PO # Salesperson Cynthia Coulthard

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
ASZZ000050 Premium Support Renewal - 03/31/2010 - Network	1	519.00	519.00
ASZZ000050 Network - 41751W - 1 Users	1	0.00	0.00

RECEIVED BY
COUNTY AUDITOR
2009 APR 29 PM 3: 54

IMPORTANT:
PLEASE NOTE OUR NEW REMIT TO ADDRESS BELOW:

USD Checks must be drawn on a US Bank
Wire Transfers
Silicon Valley Bank
3601 Lecoran Drive, Santa Clara, California 95054-3181
FSD Account# 1308410900, ABA# 1211 40199
Swift Code SVBKUS65

Please make checks payable to:
ACL Services Ltd.
Remittance Address:
ACL Services Ltd
Silicon Valley Bank
Lock Box 250286
Pittsburgh, PA 15251-0286

Gross Amount	519.00
Freight	0.00
Tax	0.00
Prepaid Amount	0.00

Amount Due USD519.00

Linda Fong

Ray 153068

From: Ray Eufrazio [ray.eufrazio@auditor.co.hidalgo.tx.us]
Sent: Wednesday, April 15, 2009 8:34 AM
To: 'Arcy Duran'; 'Linda Fong'
Subject: FW: ACL Software Support - Expiration Notice

Support for ACL has expired. Apparently we can still renew the services. Please follow the instructions below if you are still interested in the support. If you have already done so please disregard.

From: ACL Support [mailto:NASR@acl.com]
Sent: Wednesday, April 15, 2009 7:46 AM
To: Ray Eufrazio
Subject: ACL Software Support - Expiration Notice



ACL SUPPORT RENEWAL

Dear Ray Eufrazio,
Your annual ACL Support expired on March 31, 2009.
Effective April 30, 2009 you will no longer have access to the Global Help Desk and Support Center including our latest software releases.
Acquiring support after April 30, 2009 will incur a Reinstatement Fee.
Your current support expiry date is **March 31, 2009** and your current support level is **Premium**.

This is NOT an invoice. Please review the details below and select one of the actions provided to process your renewal.

Quote #: 36668

Bill To

Attention: Ray Eufrazio
County of Hidalgo
2808 South Business Hwy 281
Edinburg, TX
USA, 78539-6243

Ship To

Attention: Ray Eufrazio
County of Hidalgo
2808 South Business Hwy 281
Edinburg, TX
USA, 78539-6243

Order Summary		April 15, 2009
Product	# User Licenses	Price
ACL Network	1	519.00
Total		USD 519.00
Plus all applicable taxes.		
All services are provided from Canada.		

Ref 153008

Product Summary	
Product	Serial #
ACL Network	41751W

To renew your Support based on the quote provided above and to generate a Support
Renewal invoice for your organization, select "Invoice" now and follow the online steps.

INVOICE

If any of the information above is incorrect, please select "Modify" to update your information
online and to process your Support Renewal online and generate an invoice for your
organization.

MODIFY

Payment Options

During the online process to produce a Support Renewal invoice for your organization, you can select your
payment options. Select your preferred payment option online - Credit Card or Invoice/Check/Wire Transfer
- once you have selected one of the actions above.

Contact Us

Email: NASR@acl.com

Phone: 1 888 669 4225

This email was sent by: ACL Services Ltd. 1550 Alberni Street, Vancouver, BC, V6G 1A5 Canada

Please add ACL Services Ltd. to your approved senders list to ensure uninterrupted communication.

ACL Support Terms

These ACL Support Terms (the "Support Terms") apply to the support services provided by **ACL Services Ltd.** of 1550 Alberni Street, Vancouver, British Columbia, Canada, V6G 1A5 and its affiliates ("ACL") to customer ("Customer") for the software licensed under the applicable ACL software license agreement (the "Software").

1. Support Services

- 1.1 If Customer has purchased support for the Software, ACL will provide support services ("Support") at the service level purchased by Customer. Support will be provided to Customer's employees or contractors who are authorized to use the Software. If Customer purchases Support from an ACL authorized distributor, some of the Support services may be provided by the distributor on terms agreed upon between Customer and the distributor.
- 1.2 Support consists of: (a) technical support assistance via telephone, email, fax or website to answer queries concerning the use, operation or business functionality of the Software; (b) new versions of the Software, when they become commercially available; (c) access to in-line releases when they become commercially available; (d) online access to resources and information regarding the Software and its use; and (e) ACL's quarterly newsletter. A description of Support is posted on ACL's web site: www.acl.com and may be amended and updated by ACL from time to time. Software provided as part of Support is licensed to Customer under the applicable Software license agreement.
- 1.3 Support is provided for the most current major version of the Software (i.e. 9.x) and the immediately prior major version (i.e. 8.x). These Support Terms do not impose any obligation on ACL to release new or updated versions of the Software. Support does not include the development or support of any customized applications for the Software. Support will not be provided if Customer is using the Software in a manner which breaches the terms of the applicable software license agreement.
- 1.4 Customer must purchase Support for all licenses within a specific platform. As some ACL software products operate in conjunction with each other, Customer must purchase Support for all associated dependent ACL software products.

2. Fees

- 2.1 Support fees will be charged at the current published price and will be invoiced by and payable to the ACL office or distributor in Customer's region. Customer will pay the applicable Support fee plus any taxes, duties or other governmental fees that may apply in Customer's territory.

3. Term and Renewal

- 3.1 Support is provided on an annual basis commencing on the date indicated in the order form, or during such other term as the parties may agree in writing. If Customer has previously acquired Software licenses, for consistency, the term will be the same as the term for the existing licenses and Support fees may be pro-rated accordingly.
- 3.2 Customer may elect to auto-renew Support. If Customer elects to auto-renew Support, ACL will automatically invoice the Support fees and send the invoice to Customer annually, based on the Software currently licensed by Customer. Customer's agreement to auto-renew Support will be effective until Customer notifies ACL otherwise. If Customer does not elect to auto-renew Support, ACL will provide a quote that requires Customer's validation before invoicing the Support fees annually.
- 3.3 In order to renew Support, Customer is required to pay the applicable Support fee for the renewal term. If Customer does not pay the Support fee for the renewal term by the invoice due date, Support will terminate without further notice from ACL. Either party may choose not to renew Support by providing written notice to the other party. In ACL's case, notice must be provided to Customer at least ninety (90) days prior to the end of the current term.

4. ACL AuditExchange Software

- 4.1 If Customer has licensed the ACL AuditExchange software, the following provision applies:

Customer will annually confirm the License Tier for which it has licensed the ACL AuditExchange software, as originally set out in an order form provided by ACL or its distributor. Customer will be charged the Support fees corresponding to the appropriate License Tier. The License Tier sets out the maximum number of individuals permitted to install, access and use the Software. Customer may move to a higher License Tier by paying the applicable fees set out in a new order form. If Customer moves to a lower License Tier, Customer is required to retire licenses by uninstalling and ceasing use of the Software for the number of licenses that are no longer required. If Customer moves to a higher License Tier in a subsequent period, additional license and Support fees will be payable.

5. Termination

- 5.1 Customer may terminate Support immediately if ACL: (a) is in breach of its confidentiality obligations under these Support Terms or (b) becomes insolvent or bankrupt, becomes the subject of any proceedings under bankruptcy,

insolvency or debtor's relief law, has a receiver or manager appointed, makes an assignment for the benefit of creditors or takes the benefit of any applicable law or statute in force for the winding up or liquidation of corporations.

- 5.2 Either party may terminate Support if the other party is in material breach of these Support Terms or the applicable software license agreement and such breach has not been cured within thirty (30) days of the provision of notice of such breach. For clarity, a material breach includes, but is not limited to, a failure by Customer to make any payment due under these Support Terms or failure by either party in any material respect to observe or perform any covenant or condition that the party is required to observe or perform.
- 5.3 The provisions of Sections 5, 6, 8 and 9 and the obligations of the parties pursuant to such provisions will survive the termination of these Support Terms.

6. Confidentiality

- 6.1 For the purposes of these Support Terms, "Confidential Information" means any information which is not generally available to or used by third parties and that is disclosed by one party to the other party in the course of providing Support to Customer. Confidential Information includes, but is not limited to, the parties' business information, customer information, trade secrets, and personal information of the parties' employees and customers, but it does not include any information that is disclosed by one party to another party if that information: (a) is at the time of disclosure in the possession of the receiving party or any of its parent, subsidiary or affiliated companies and was obtained without an obligation of confidence; (b) is independently developed by the receiving party or any of its parent, subsidiary or affiliated companies without any use of or reference to the Confidential Information; (c) is or becomes publicly available without breach of these Support Terms or breach of any obligation of confidence; (d) is acquired by the receiving party from a third party who provided the information without breaking any express or implied obligations or duties to the disclosing party; or (e) is intentionally released for disclosure by the disclosing party or with the disclosing party's prior written consent.
- 6.2 Each party will take all reasonable steps to maintain the confidentiality of the other party's Confidential Information. Except as required by law or a valid court order and subject to the receiving party informing the disclosing party of such legal requirement, the receiving party will only divulge such Confidential Information to those employees or agents who need to know in order to perform their obligations under these Support Terms. The receiving party will ensure that those people who need to know the Confidential Information agree to maintain the confidentiality of such Confidential Information.

7. Data Security

- 7.1 Customer agrees that it will comply with its own privacy and data security policies prior to disclosing or transmitting any Confidential Information (in particular, personal information) to Company and that it will not send any Confidential Information unless absolutely necessary.
- 7.2 If Customer elects to electronically transmit any Confidential Information to Company, Customer acknowledges that the electronic transmission of any Confidential Information is sent at Customer's own risk. Customer further agrees to adopt reasonable security measures (such as, sending information in a secure encrypted manner and masking the data) when sending the Confidential Information.

8. Limitation of Liability

- 8.1 ACL, ITS AFFILIATES AND DISTRIBUTORS (INCLUDING THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, LICENSORS AND CONSULTANTS) WILL NOT BE LIABLE TO CUSTOMER UNDER ANY CIRCUMSTANCES OR LEGAL THEORY (CONTRACT, TORT OR OTHERWISE) FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST DATA, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE AND/OR ANY SUPPORT SERVICES PROVIDED BY ACL AND ITS DISTRIBUTORS UNDER THESE SUPPORT TERMS, EVEN IF ACL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY DAMAGES OF ANY KIND (WHETHER DIRECT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THESE SUPPORT TERMS WITH AN AGGREGATE VALUE GREATER THAN THE TOTAL SUPPORT FEE PAID BY CUSTOMER DURING THE TERM IN WHICH THE LIABILITY AROSE.
- 8.2 THIS LIMITATION OF LIABILITY WILL NOT APPLY TO THE OBLIGATIONS OF CONFIDENTIALITY PROVIDED UNDER THESE SUPPORT TERMS OR TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION.
- 8.3 SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN WHICH CASE PORTIONS OF THE FOREGOING LIMITATION AND EXCLUSION PROVISIONS MAY NOT APPLY TO CUSTOMER.

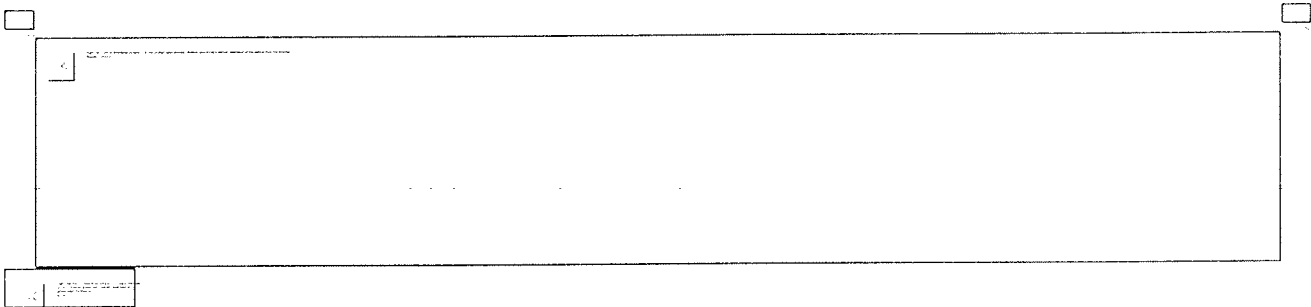
9. General

- 9.1 These Support Terms are governed by, and will be construed in accordance with, the laws of the Province of British Columbia and the applicable federal laws of Canada and the parties submit to the jurisdiction of the courts of British Columbia, Canada.
- 9.2 Neither party will be liable to the other for any delays in performing or failing to perform any obligation under these Support Terms in the event of and for so long as the performance of any such obligation is prevented or delayed by any cause beyond the reasonable control of such party (which expressly excludes a lack of sufficient funds) provided that the party prevented or delayed from performance immediately notifies the other party of such disability and resumes performance as soon as possible following removal of the disability.
- 9.3 If any provision of these Support Terms is prohibited by law or declared invalid, illegal or unenforceable, then such provision will be severed and all other terms of these Support Terms will remain in full force and effect. A waiver by either party of any rights in respect to any breach of these Support Terms by the other party will not be effective unless communicated in writing to the other party. Any such waiver will not constitute a waiver of any rights in respect to any subsequent breach of the same or any other provision of these Support Terms.
- 9.4 ACL may assign its rights under these Support Terms upon giving prior notice to Customer, provided that any assignee agrees to be bound by all of these Support Terms. ACL will not be in breach of the confidentiality provisions of these Support Terms by reason of such assignment. Customer may not assign any of its rights under these Support Terms without the prior written consent of ACL. The rights and obligations under these Support Terms will enure to the benefit of and be binding upon the parties and their respective legal representatives, successors, executors, heirs and permitted assigns.
- 9.5 These Support Terms and ACL's order form, set out the whole of ACL's obligations to Customer for the provision of Support and supersede any prior discussions or agreements, oral or written, between the parties. The terms of Customer's purchase order or any other Customer ordering document will not be binding and will not be construed to modify these Support Terms.
- 9.6 In the event of any conflict or ambiguity between the English language version and any other language version of these Support Terms, the English language version will prevail.

Maria Medina

From: Ray Eufrazio [ray.eufrazio@auditor.co.hidalgo.tx.us]
Sent: Thursday, April 16, 2009 1:24 PM
To: 'Linda Fong'; 'Arcy Duran'
Cc: 'Maria Medina'
Subject: FW: ACL Support Renewal - Confirmation

From: ACL Support [mailto:NASR@acl.com]
Sent: Wednesday, April 15, 2009 11:48 AM
To: Ray Eufrazio
Subject: ACL Support Renewal - Confirmation



Dear Ray Eufrazio,

Thank you for renewing your ACL Support. This email message confirms your online transaction order. A PDF invoice/receipt will be emailed to you within five business days.

As a **Premium** Supported Customer use the toll-free number - 866-704-0581 - to contact our Global Help Desk Support Specialists and get the answers you need, when you need them.

login to the **Support Center** to access a comprehensive package of information and services, which give you direct access to solutions you need to meet challenges quickly.

Not registered with the Support Center yet? Its easy. **Register Now**

Order Summary

April 15, 2009

Invoice No: SPT120710

Terms: Net 30 Days

Support Type: Premium

Expiry Date: March 31, 2010

Bill To

Attention: Ray Eufrazio
County of Hidalgo
2808 South Business Hwy 281
Edinburg, TX
USA, 78539-6243

Ship To

Attention: Ray Eufrazio
County of Hidalgo
2808 South Business Hwy 281
Edinburg, TX
USA, 78539-6243

Product Summary

Product	# User Licenses	Price
ACL Network	1	519.00
Total		USD 519.00

Plus all applicable taxes.
All services are provided from Canada.

Serial Numbers

Product	Serial #
ACL Network	41751W

Payment Type

Banking Information

NOTE: Change in Banking Details

Send Wire Transfers To:

Siicon Valley Bank
3503 Tasman Drive
Santa Clara, California
95054-1181
USD Account# 3300419090
ABA# 121140399
Swift Code: SVBKUS6S

Send Checks To:

ACL Services Ltd
Box 200286
Pittsburgh, PA
15251-0286

This email was sent by: ACL Services Ltd, 1550 Alberni Street, Vancouver, BC, V6G 1A5 Canada

Please add ACL Services Ltd. to your approved senders list to ensure uninterrupted communication.

[SUPPORT CENTER](#) | [CONTACT](#) | [PRIVACY POLICY](#)

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Maria Medina

From: Ray Eufrazio [ray.eufrazio@auditor.co.hidalgo.tx.us]
Sent: Tuesday, April 21, 2009 9:37 AM
To: 'Arcy Duran'; 'Linda Fong'
Cc: 'Maria Medina'
Subject: FW: Invoice SPT120710 - ACL Services Ltd. - InvoiceCRM-ACL-4-21-2009_4-31-34.pdf
Attachments: InvoiceCRM-ACL-4-21-2009_4-31-34.pdf

From: Accounting@ACL.com [mailto:Accounting@ACL.com]
Sent: Tuesday, April 21, 2009 6:32 AM
To: ray.eufrazio@auditor.co.hidalgo.tx.us
Subject: Invoice SPT120710 - ACL Services Ltd. - InvoiceCRM-ACL-4-21-2009_4-31-34.pdf

County of Hidalgo
ray.eufrazio@auditor.co.hidalgo.tx.us

As per your recent purchase, attached you will find a pdf copy of our ACL invoice.

Note that if you have pre-paid your invoice by credit card, please keep this information for your records. Do not send payment.

If you have any questions or concerns with your account(s), please contact us at 1-604-974-1492 or reply to this e-mail.

Sincerely,
ACL Finance Department

You are receiving this e-mail because you are tagged in our system as either the billing or primary contact.
If this e-mail should be directed to a different person, please provide the appropriate contact name, title, phone number, and e-mail address.