



## SERVICE AGREEMENT #001

THIS AGREEMENT for information technology services (hereafter the "Agreement") is entered into this 27th day of July, 2010 (hereafter the "Effective Date") by and between, Hidalgo County District Clerk PO Box 87 Edinburg, Texas 78540 (hereafter referred to as the "Client"), and ACS GOVERNMENT SYSTEMS, INC., a Delaware corporation, with its principal place of business located at 1733 Harrodsburg Road, Lexington, KY 40504-3617 (hereafter "ACS" or "Contractor"), referred to individually as Party and collectively as Parties.

In consideration of the mutual promises and covenants contained herein the Parties hereto agree as follows:

### 1.0 Scope of Services

In consideration for the payments described in Section 2.0 hereof, ACS will provide Client with the services described in the Statement of Work annexed hereto as Exhibit "A."

### 2.0 Compensation and Payment Provisions

Client shall make payments to Contractor for the services provided in the amount and at such times as are set forth in the payment schedule attached hereto as Exhibit "B" – Payment Provisions. Client shall pay invoices within thirty (30) days of their issuance.

### 3.0 Term

The term of this Agreement (the "Term") will begin July 27, 2010 and end no later than September 30, 2010, unless earlier terminated or renewed in accordance with the provisions of this Agreement. Customer shall, at the end of the Term, have the option to extend the Agreement for two consecutive one-month periods. Customer must sign and return agreement prior to August 1, 2010.

### 4.0 Termination

**4.1 Default by ACS:** If ACS defaults in the performance of any material obligation under this Agreement for a period of forty-five (45) days after the sending of notice to the address on this Agreement that it is in default, Client may, at its option, terminate the Agreement by delivering written notice to ACS at the address in this document, and paying ACS all sums due under this Agreement to the initial date of the default. Upon termination or cancellation of this Agreement, all software, and other ACS-owned material will promptly be returned to ACS.



**4.2 Default by Client:** If Client defaults in the performance of any material obligations under this Agreement for a period of forty-five (45) days after receiving notice of default from ACS, ACS may, at its option, terminate the Agreement at the end of that period. ACS may terminate this Agreement by delivering written notice of termination to Client. Upon termination of this Agreement, all equipment, software, and other ACS-owned material will promptly be returned to ACS.

**4.3 Payment by Client:** In the event of termination pursuant to this section, Client shall equitably compensate ACS for all services performed in accordance with the Agreement up to the effective termination date.

## **5.0 Warranty**

ACS warrants that the services provided hereunder will be performed in a professional and workmanlike manner. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **6.0 Assignment**

The rights and obligations of each Party under this Agreement will not be assignable without the prior written consent of the other Party to this Agreement, and any attempt to assign them without such consent will be void. Notwithstanding the foregoing, ACS may assign this Agreement to its successors by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.

## **7.0 Applicable Law**

This Agreement shall be governed by and construed in accordance with the applicable laws of the State of California, and venue for any legal action shall be in the State of California.

## **8.0 Modification**

This Agreement may only be modified by a written documentation signed by both Parties.

## **9.0 Limitation of Liability**

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONTRACTOR HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING TWENTY FIVE PERCENT (25%)



OF THE FEES AND CHARGES PAID TO CONTRACTOR DURING THE PRECEEDING TWELVE MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

**10.0 Notices**

All notices, requests for payment, or other communications arising hereunder shall be sent to the following:

**Notices to Client:**

Hidalgo County District Clerk  
PO Box 87  
Edinburg, Texas 78540

**Notices to ACS:**

ACS Government Systems, Inc.  
1733 Harrodsburg Road  
Lexington, KY 40504-3617  
Attn.: Charles Byers

With Copies to:  
ACS Government Systems, Inc.  
1800 M Street, NW  
Washington, DC  
Attn.: GCS Contracts

**11.0 Integration**

This Agreement, the attached exhibits, and any Software License Agreement executed by and between the Parties with respect to the subject matter described herein, constitute the entire agreement between the Parties. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.



**A C S**<sup>®</sup>

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**Hidalgo County, Texas**

**ACS Government Systems, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**  
**STATEMENT OF WORK**

ACS will provide Client with the following services and products:

**PROFESSIONAL SERVICES**

Programming changes to facilitate the data collection of OMR/Imaging data and to  
Export the data to the ACS Juror System system.....\$1,200.00  
ACS programming changes.....\$1,475.00

**LICENSING**

3 Global 360 licenses .....\$750.00

**FORM DESIGN**

Design Changes to OMR compatible form  
Jury Summons.....\$675.00\*  
\*Additional author's alterations will be charged at \$111 per designer hour

**PRINTING**

Printing three colors (two sides) 8.5 x 14  
50,000.....\$3,940.00

**EXHIBIT B**  
**PAYMENT PROVISIONS**

**PROFESSIONAL FEES AND CONDITIONS**

1. The fee for the services listed in Exhibit A will be a fixed price of \$8040.00.
2. Fees will be invoiced and paid in U.S. Dollars.
3. If the scope of functionality requested by the "Customer" and/or the descriptions of the Services change, the costs for the Services may change.
4. Travel expenses are not included and will be billed as incurred if required.

**PAYMENT TERMS**

ACS will provide invoices for professional fees and travel expenses when services are completed. All invoices are due and payable within 30 days from the date of invoice.



If CUSTOMER cancels or reschedules Services that ACS is to render on dates certain as set forth in the Scope of Services, then CUSTOMER will be subject to and agrees to pay ACS, in addition to any other remedies available to ACS, the full amount of the Services, per cancelled or rescheduled ACS consultant for the duration of the cancelled time period (the “Cancellation Charge”). The Cancellation Charge will be in effect for all Services, including, but not limited to, (i.e. functional training, technical training, and project management).

CUSTOMER shall be responsible for the payment of any and all applicable taxes, fees or assessments imposed by a government entity (excluding taxes on ACS’ income, capital stock or personal property) with respect to the services provided or the payments made hereafter.