

Requisition
SHERIFF'S LAW ENFORMENT FACILITY

Req # 00180179

PO #

Date: 08/11/10

*Comment
 # 22567
 8/24/10*

Bill To: x
 x

Vendor: 299286
 GILBARCO INC.
 7300 W FRIENDLY AVENUE
 GREENSBORO NC 27410

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
 711 EL CIBOLO RD.
 EDINBURG TX 78539

Contact: MYRA MONTOYA
 956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	DO NOT DUPLICATE ORDER GASBOY PC SOFTWARE ANNUAL MAINTENANCE AGREEMENT, PC/1000 FOR WINDOWS- REPORT MODULE, RENEWAL PERIOD APRIL 29, 2010 - APRIL 29, 2011, ITEM# 99034 Account No 0-1100-421-00-280-001-0-336 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	175.00 Encumbrance 175.00 Freight .00 Total 175.00	175.00
	<i>2009</i>	<i>620006 CC 3/24/09</i>		

Authorized By: _____

Req # 180179

GENERAL

This Agreement will become binding upon acceptance by Gasboy at 7300 West Friendly Avenue, Greensboro, NC. 27420. The Customer acknowledges

AGREEMENT COVERAGE:

During the Term (as defined below) of the Agreement, Gasboy will provide to the Customer:

A. **Telephone Support** for Product questions is available 24 hours/7 days a week / 365 days per year, from our toll free service center (800-444-5529). This toll free number can be changed at Gasboy's discretion.

B. **Software Corrections** to the Product required by individual Customers will be addressed on an "as needed" basis.

C. **This Agreement does not include:**

- On-site support
- Any hardware, even if the enhancements or modifications require a hardware update.
- Support for questions not relating specifically to the Product, such as, but not limited to, hardware, PC operating system, etc.

TERM AND RENEWAL

The Term of this Agreement is one year from the Effective Date of the Agreement. In the event this Agreement is not renewed prior to the expiration date, the Agreement is automatically terminated. Each renewal of this Agreement will be pursuant to the price terms for the Agreement in effect at the time of renewal. Termination may result from the failure of the Customer to comply with any of the conditions of this Agreement, or by mutual agreement of both parties.

HELP DESK SUPPORT AT NON-CONTRACT LOCATIONS

When a customer calls in to Gasboy TAC and/or Help Desk for support and does not have a service contract not wishing to purchase one, policy is to offer a support call fee of \$100.00, payable immediately by credit card before service is rendered. This service is good for one call, one problem only. If the

DISCONTINUANCE OF COVERAGE

If maintenance coverage is discontinued at any time due to any actions of the Customer to terminate coverage, reinstatement of coverage will require a new agreement. In addition to the current annual fee, a reinstatement charge will be assessed equal to 110% of the current annual fee prorated by the

LIMITATION OF LIABILITY

Gasboy only represents that the Product will operate according to the specifications published by Gasboy for the Product. If it is determined that the Product fails to operate according to such specifications, Gasboy's only responsibility will be to use its best efforts to correct the defect.

Gasboy does warrant that the media used to transport the Product, under this Agreement will be free from defects in material and workmanship under normal use for a period of ninety (90) days from the date of invoice for the Product. Gasboy shall replace any defective media not meeting the above warranty which is returned to Gasboy within the warranty period.

THE PRODUCT IS PROVIDED WITH NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In no event will Gasboy, or representatives, be liable to the Customer, or any other party, for damages, including but not limited to any lost profits, lost savings, lost gallonage, or other incidental or consequential damages arising out of the use or inability to use the Product even if Gasboy, or its representatives, has been advised of the possibility of such damages, or for any claim by any other party.

FORCE MAJEURE

Neither party shall be liable to the other for loss or damage resulting from any delay or failure to perform its contractual obligations within the time specified due to acts of God, war, acts of the public enemy, riot, civil commotion, sabotage, federal, state or municipal action or regulations; strikes, fires, flood, accidents, delays or any other causes, contingencies or circumstances within or without the United States not subject to either party's control, which

ASSIGNMENT

This Agreement and the rights of the Customer may not be assigned by Customer without the prior written consent of Gasboy. Any attempted assignment in violation of the provisions hereof shall be null and void and have no effect.

GOVERNING LAW & VENUE

This Agreement shall be governed and interpreted by the laws of the State of North Carolina, without regard to its conflicts of laws provisions. The parties agree that venue is exclusive and proper in the state of North Carolina.

SEVERABILITY

This Agreement shall be governed and interpreted by the laws of the State of North Carolina, without regard to its conflicts of laws provisions. The parties agree that venue is exclusive and proper in the state of North Carolina.

ENTIRE AGREEMENT

This Agreement is the exclusive agreement between the parties regarding GASBOY CFN system annual support, and supersedes any other agreement oral or written, regarding the subject matter of this Agreement.

Ref # 180179



This is not an invoice, but will begin the invoicing process **PLEASE COMPLETE BOTH SITE AND BILLING INFO AND RETURN**

CUSTOMER PROFILE / CONTRACT

DO YOU WISH TO RENEW ? YES ___ NO ___

FOR OFFICE USE ONLY
CUSTOMER NUMBER: 0900003947 **CONTRACT:** 801627
AGREEMENT NUMBER: 2006801627 **RENEWAL PERIOD:** 04/29/2010 - 04/29/2011

GASBOY PC SOFTWARE ANNUAL MAINTENANCE AGREEMENT

Gasboy International, LLC (hereinafter "Gasboy") agrees to provide the support to Customer indicated under Agreement Coverage, subject to the terms and conditions of this Agreement, for the Gasboy PC Software checked () below (hereinafter called "Product"). The Customer agrees to the conditions of this Agreement (on rear of form) by signing the section below.

Important Complete the information in the "CUSTOMER INFORMATION" section and fax or mail signed copy to:

Gilbarco Inc DBA Gasboy

Attn: Contract Services / Mail stop F-89 / 7300 West Friendly Avenue / PO Box 22087
Greensboro, NC. 27420
FAX: 336 547 5421

**AGREEMENT COVERAGE OPTIONS:
Annual Software Support Agreements**

<u>Part N°</u>	<u>Description</u>	<u>Year/Price</u>
099033	PC/1000 for Windows - Comm Module	\$ 99
099034	PC/1000 for Windows - Report Module	\$ 175
099015	PC/CFN for Windows - Comm Module OR PC	\$ 99
099004	PC/CFN for Windows - Fuel Module OR PC	\$ 325
099030	PC/TopKAT for Windows - Comm Module	\$ 99
099031	PC/TopKAT for Windows - Report Module	\$ 175

Note: DOS programs will not be renewed, offered as new agreement or supported.
Upgrade to Windows package is required upon inception or renewal.

CUSTOMER INFORMATION

Site Information (Location of software) Physical Address

Company Name _____ Site Contact Person: _____

Address: _____ Contact Phone No. _____

_____ Contact E-mail _____

City, State, and Zip: _____ Fax Number _____

Billing Information (if different than site listed above)

Company Name _____ Billing Contact Person: _____

Address: _____ Contact Phone No. _____

_____ Contact E-mail: _____

City, State, and Zip: _____ Fax Number: _____

Agreement Approval: Authorized Signature

Print Name _____ Title: _____

Signature _____ (Required)

NOTE: Customer must provide the agreement number, from the top right corner of *this form*, when calling for assistance. See attachment for Terms And Conditions

If providing a PO number, please list here _____
If you would like to pay by Credit Card please check here. YES ___

FEDERAL ID# _____ (Please provide Fed ID for service/invoice purposes)

Are you TAX EXEMPT? YES ___ NO ___ If answered yes and have not provided a copy to Gasboy, please attach a copy when returning this profile.

FAX signed copy-keep a copy for your record; return ONLY this form, Tax Certificate And PO.

Reg # 180179



2010-08-18 16:24:00.0

Hidalgo Cnty Sheriffs Dept.
711 E EL CIBOLO RD
EDINBURG TX 78541

GVR ID: 801627

Re: Agreement No.: 2006801627

Dear MICHAEL GARZA

This letter is to inform you that your Gasboy support agreement is scheduled to expire 4/29/2010. We have included a customer profile/contract with Terms and Conditions to be completed. Please fax the completed profile/contract to finance at 336-547-5421. Once this form is received and you have indicated you wish to renew you will be invoiced. In order to provide you with optimum support, we must maintain complete and accurate records. This form allows us to maintain the necessary information to verify site location, phone number, correct mailing address, and the contact person who will handle mailing, billing etc... This will benefit both you and GVR eliminating confusion as to what the contract is and to whom it belongs. Your agreement number is your key to service and must be used when calling in. Your agreement covers software upgrades at no charge as long as it is current.

This agreement for site: Hidalgo Cnty Sheriffs Dept.
711 E EL CIBOLO RD
EDINBURG TX 78541

Description	Model Number	Quantity Per Model	Price
PC 1000 RPT MOD		1	175

Thank you for your continued interest in Gasboy. If you have any questions regarding invoicing contact Judy Woodham at: (336) 547-5613 or Dell Cohen at: (336) 547-5864. If you have questions concerning payments please call Linda Coltrane at (336) 547-5602. Our toll free help desk number is 800-444-5529.