

Requisition

Req # 00183463

PO #

Date: 10/08/10

Consent
#23454
10/19/10

Bill To: x
 x

Vendor : 380709
TANGUMA, JOSE
DBA CTCR SOLUTIONS
1011 W. HARRISON
HARLINGEN TX 78550
FAX (956)423-9981

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: TAX COLLECTION
956-289-7472

Contract No:

Special Instructions:
C-210

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Pending Commissioner's Court Approval 10/19/2010 DO NOT DUPLICATE ORDER		
.00	EACH	MAINTENANCE SERVICE AGREEMENT CONTRACT FOR THE FOLLOWING CASH REGISTERS AND VALIDATORS AT THE FOLLOWING LOCATIONS:	.00	.00
1.00	YEAR	EDINBURG AUTO LICENSE DEPT. AT 2804 S. BUS. HWY. 281 SAMSUNG ER-550 SERIAL NO: 970310027 (CASH REG) EPSON PRINTER TM-295 SERIAL NO: A8D0045492 (VALIDATOR)	150.00	150.00
1.00	YEAR	WESLACO TAX DEPT. AT 1902 JOE STEPHENS SAMSUNG ER-550 SERIAL NO: 9702100434 (CASH REGISTER) EPSON PRINTER TM-295 SERIAL NO: A8D0162082 (VALIDATOR)	150.00	150.00
1.00	YEAR	ALAMO OFFICE AT 1429 S. TOWER RD. SAMSUNG ER-550 SERIAL NO: 9703100277 (CASH REGISTER) EPSON PRINTER TM-295 SERIAL NO: A8D01663606 (VALIDATOR)	150.00	150.00
1.00	YEAR	MISSION OFFICE AT 722 N. BREYFOGLE SAMSUNG ER-550 SERIAL NO: 306530165 (CASH REGISTER) EPSON PRINTER TM-295 SERIAL NO: A8D0183436 (VALIDATOR)	150.00	150.00
1.00	YEAR	SAN JUAN OFFICE AT 509 E. EARLING RD. SAMSUNG ER-285 SERIAL NO: 7092600824 (CASH REGISTER) EPSON PRINTER TM-295 SERIAL NO: J9KF000824 (VALIDATOR)	150.00	150.00
		Account No	Encumbrance	
		0-1100-415-15-140-001-0-432	750.00	
			Freight	.00
			Total	750.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Rep # 183463

CTCR

COLE'S THE CASH REGISTER CO.

PHONE: 423-4195 — FAX: 423-9981

1011 W. HARRISON AVE.

HARLINGEN, TEXAS 78550

MAINTENANCE AGREEMENT

Between:

Name COUNTY OF HIDALGO

Address 2804 S. BUS. HWY 281

City EDINBURG, TEXAS 78538-6243

And:

CTCR SOLUTIONS

1011 W. HARRISON AVE.

HARLINGEN, TX. 78550

Hereinafter referred to as the **USER** or **CUSTOMER**

Hereinafter referred to as the **COMPANY** or **DEALER**

Service coverage: **8:00 a.m. to 5:00 p.m. Monday through Friday (office hours)**
8:00 a.m. to 12:00 noon Saturday (office hours)
Holidays and after office hour calls are not included.

Cole's The Cash Register Co. agrees to furnish maintenance services to the Customer, and the customer agrees to accept and pay therefore, with respect to the Equipment listed below during the effective periods, at the below listed rates, and subject to the terms set forth in paragraphs 1 through 37.

SAMSUNG	ER-550	970310027	EDINBURG, TX	\$150.00	1
EPSON PRINTER	TM-295	A8D0045492	"		
SAMSUNG	ER-550	9702100434	WESLACO, TX	\$150.00	
EPSON PRINTER	TM-295	A8D0162082	"		
SAMSUNG	ER-550	9703100277	ALAMO	\$150.00	
EPSON PRINTER	TM-295	A8D01663606	"		
SAMSUNG	ER-550	306530165	MISSION	\$150.00	
EPSON PRINTER	TM-295	A8D0183436	"		
SAMSUNG	ER-285	7092600824	SAN JUAN	\$150.00	
EPSON PRINTER	TM-295	J9KF000824	"		
				SUBTOTAL:	\$750.00
				TAX:	
				TOTAL:	\$750.00

SEMI-ANNUAL: \$ W/TAX . QUARTERLY: \$ W/TAX

User or Customer:

Name _____
Signed here and initialed in six places.

Date 10/1/2010

Company or Dealer:

Name Jose Tanguma
Signed here and initialed in six places.

Date 10/1/2010

SERVICE COMMENCEMENT DATE

10/1/2010

Maintenance of the Equipment on the first page hereof shall be performed subject to the following additional terms and conditions.

1. PREVENTIVE MAINTENANCE: Preventive maintenance will be performed by the dealer on the Equipment accordance with the recommendations of the Manufacturer. Such maintenance will include periodic testing, cleaning, lubricating and adjusting, and installation of all field up-dates furnished at no charge by purpose of enhanced product reliability. Ribbons supplied by Cole's at its established prices will be attached free of charge by Cole's technician whenever he is present for the purpose of rendering other service hereunder ; but, an appropriate charge will be made if a special trip is required for such purpose. Such preventive maintenance will normally be performed during our normal business hours between 8:00 am and 5:00 pm Monday through Friday and 8:00am and 12:00 Noon Saturday, Holidays are not included.

2. EMERGENCY MAINTENANCE OR SERVICE: DEALER DOES NOT GUARANTEE CUSTOMER OF UNINTERRUPTED USE OF THE EQUIPMENT COVERED BE THIS MAINTENANCE AGREEMENT, BUT DOES GUARANTEE TO KEEP EQUIPMENT IN GOOD OPERATING CONDITION, AND ADDITIONAL SERVICE MAY BE REQUESTED BE THE CUSTOMER TO ACCOMPLISH THIS DESIRE. This additional service will be covered by this agreement at no additional cost so long as the service is rendered during Cole's normal business hours as referred to in paragraph one. If additional service is requested at other than during normal business hours, it will be provided by Dealer at one-half the Dealer's then current overtime rate for labor plus one-half the dealers then current flat rate travel charge with a minimum of one hour per call per man on the labor charge.

3. PARTS AND SUPPLIES: The Dealer will furnish all necessary tools, test equipment and spare parts or electronic components which have been broken, worn or failed through normal use and are necessary for machine servicing and warranty adjustments. However all supplies, such as (but not limited to) paper, ribbons, inking devices, logos, keys, drawer inserts, key tops, key checks, handles and replacement of the PRINTER ASSEMBLY when it becomes worn to the extent that it is no longer repairable are NOT INCLUDED but will be provided at prevailing prices when requested. Batteries will be included unless failure is caused by negligence on the part of the user. In no event shall supplies be used by the customer for the Equipment which does not meet the specifications of the Manufacturer. Any parts that are replaced become the property of the Dealer.

4. ATTACHMENTS AND ALTERATIONS: The Customer will not make any alterations in the equipment or any attachments thereto without the prior written consent of the Dealer. If any such alteration or attachment, in the opinion of the Dealer or Manufacturer, interferes with the normal and satisfactory operation or maintenance of the Equipment in such a manner as to increase the cost of maintenance thereof or create a safety hazard, the Customer will at its expense upon written notice from the dealer remove any such attachment or otherwise restore the Equipment to its previous condition. The Customer will also not perform any maintenance on the equipment, without the prior written consent of the Dealer; and work performed by the Dealer necessitated by unauthorized activities of the Customer shall be charged to the Customer at Dealer's then current rates.

5. CHARGES: The initial total annual charge set forth on the first page hereof shall be billed by the Dealer to the Customer on or before the Service Commencement Date shall be payable in full upon receipt by the Customer o the Dealer's invoice therefore. **IF PAYMENT IS NOT RECEIVED BY DEALER WITHIN 30 DAYS FROM THE END OF THE MONTH IN WHICH THE INVOICE IS DATED, A LATE CHARGE OF 18% PER ANNUM FROM THE END OF SUCH MONTH, PAYABLE MONTHLY AT THE END OF EACH MONTH, MAY BE ADDED TO THE INVOICE.** Customer understands that the Dealer's established maintenance rates are predicted upon this Agreement covering substantially all of Customer's equipment, and if customer wishes to cover only a portion of such equipment Dealer reserves the right to vary such established rates to reflect costs and expenses anticipated in connection with the services hereunder. Other charges for service, parts or supplies payable to the Dealer by the Customer will be invoiced by the Dealer to the Customer and will be payable by the Customer upon receipt of such invoice. If any other invoices are late in being paid the late charge mentioned above may be added.

There shall be added to the charges payable hereunder amounts equal to all taxes, however referred to, payable or collectable by the Dealer in respect to the Agreement, including without limitation sales, use gross receipts or gross income taxes, exclusive, however, of taxes based on net income.

Dealer may increase or decrease the rate of charges payable by the Customer hereunder for subsequent years of coverage after the initial year, provided Customer is given written notice of such new charges prior to the Commencement of the annual period of coverage for which such charges apply.

CUSTOMER INITIALS: _____

DEALER INITIALS: _____

6. RENEWAL: This agreement will renew itself automatically each year at the rate in effect at the time of renewal unless cancelled in writing by either party on thirty (30) days notice prior to the annual renewal date.

7. INITIAL CONDITION OR STATUS OF EQUIPMENT: If the Equipment has been operated by the Customer prior to the Service Commencement Date under circumstances so that the Dealer has not had complete responsibility for maintenance thereof, performance by the Dealer of maintenance services hereunder is contingent upon the Equipment meeting standard performance tests of the Manufacturer and minimum voltage margin specifications. In addition, unauthorized modifications or attachments to the Equipment must be removed before the Service Commencement Date. The Dealer will examine the Equipment, perform tests and make necessary measurements and, based upon this work, will furnish to the Customer an estimate of the cost of placing the Equipment in the required conditions. The Customer shall either consent that such work be performed or this Agreement shall be terminated. The Customer will be billed for any such work and necessary parts at the Dealer's then current rates. In addition, the Customer will provide engineering documentation for all modifications and additions to the Equipment and will provide all engineering information and prints required for maintenance of any such alterations and additions which are not required to be removed

8. ADDITIONAL COVERED EQUIPMENT: Performance by the Dealer of maintenance services hereunder is contingent upon the inclusion in the Equipment of all units in the Customer's System of a similar nature and manufactured by the Manufacturer. Additional units acquired by the Customer during the term hereof will be added to the Equipment and the annual charge (prorated for Equipment included for less than a full year) will be appropriately increased. In addition, the Customer may request the addition of other components to the Equipment to be maintained hereunder. Upon acceptance by the Dealer, any such additional Equipment shall thereafter be maintained by the Dealer pursuant to the terms hereof at an annual charge (prorated for Equipment included for less than a full year)

to be mutually agreed upon between the Dealer and the Customer.

9. DAMAGES: In no event shall Dealer be liable for special, indirect or consequential damages in connection with or arising out of the furnishing, performance or use of any product covered by this agreement or customer neglects to maintain a current back-up of all data and software.

10. FURTHER OBLIGATIONS OF THE CUSTOMER: The Customer will:

A. Provide environmental and installation conditions and A.C. power for the Equipment in accordance with Manufacturer's requirements.

B. Provide adequate working space within reasonable distance of the Equipment for use by the Dealer's personnel in providing service hereunder.

C. Provide full and immediate access to the Equipment for Dealer's personnel (subject to customer's reasonable rules relating to security). If Dealer's personnel are required to wait more than (15) minutes for access to the Equipment, Customer will be billed by the Dealer for any such excess waiting time at his prevailing hourly rate

D. Properly render routine Customer attention to the Equipment (e.g., proper loading of paper and ribbons).

E. Customer shall maintain a source of power to equipment at all times unless Dealer gives consent in writing.

11. LOCATION OF EQUIPMENT: The maintenance services covered by this Agreement shall be rendered at the respective installation locations specified on page one of this Agreement, unless prior written consent to any relocation of Equipment is obtained from Dealer. Customer understands that the total annual charge for maintenance service under this Agreement does not include charges associated with relocation and reinstallation of any item of Equipment and related retraining service.

12. CONDITIONS OF MAJOR OVERHAUL: When Equipment reaches a usage point that will require excessive expense to the Customer to repair or maintain, the Customer will be informed. This will include the printer on any electronic piece of gear. He may then elect to do one of the following: A. Purchase new or reconditioned equipment or system to replace the worn equipment (old equipment may be traded in on either new or reconditioned equipment); B. Recondition or replace the component or entire piece of equipment at User's expense and continued on Service Agreement; or C. Cancel the Maintenance Agreement on

on the unit or units in question and maintain the equipment on a "per call" basis. The Dealer will make every effort to extend the useable life of the equipment without additional cost to the Customer.

13. EQUIPMENT CHANGES: As a part of the preventive maintenance program, the Dealer may make changes in the equipment specified by the Manufacturer as field changes or updates when related to the product reliability, provided that the work can be performed by the Dealer during preventive maintenance inspections and at the Dealer's reasonable convenience. No labor charges will be made to the Customer to make these changes or adjustments. If any parts are needed to make these updates they will be furnished to the Customer at no charge if the Manufacturer furnishes them to the Dealer at no charge. If the Manufacturer charges the Dealer for any parts to make these updates, then the Dealer will charge the Customer for those parts.

14. Warranty: The Dealer warrants that the Equipment will be maintained in the working order it is in on the Service Commencement Date, except during reasonable "down" time periods when repairs are being made. The Dealer's obligation hereunder is limited to repair or replacement of any Equipment or parts thereof which do not conform to this warranty, and in no event shall the Dealer be liable for any indirect or incidental or consequential damages. Customer's rights to obtain repair or replacement of Equipment or parts thereof pursuant to the foregoing warranty shall be Customer's sole and exclusive remedy. If any software is involved it shall conform to its published program product specifications as set forth by the manufacturer at such time as it is delivered to Customer. Customer warrants that he has not relied upon any other representations regarding said program. If any breach occurs, Dealer's sole responsibility shall be to use its best effort to correct the licensed program so that it conforms with its published program product specifications, in such a manner as will minimize any delays or inconveniences resulting from any errors in the licensed program.

No Warranties herein extend or apply to Customers use of any attachment, feature of software on or in conjunction with the system, or any item, element or component thereof, which has not been furnished pursuant to this agreement or which has not been approved in writing by Dealer.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR STATUTORY, AND IS IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON PART OF THE DEALER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH WORK TO BE PERFORMED BY THE DEALER HEREUNDER, WITHOUT LIMITING THE FOREGOING, THE DEALER, TO THE FULL EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

CUSTOMER INITIALS: _____

DEALER INITIALS: _____

15. SOFTWARE MAINTENANCE: Dealer will provide consultation service to answer questions relating to the use of software sold and installed by Dealer. This service will be handled over the telephone and is restricted to:

- A. Specific questions about the use and operation of software.
- B. Isolation and resolution of software defects.
- C. Specific questions about software installation concepts and procedures.

Dealer will not provide consultation or advise in matters that are the normal domain of attorneys, accountants, consultants, etc.

16. SOFTWARE UPDATES: Updated versions that come to Dealer at no charge will be passed on at no charge to the customer upon request. The only charges that could arise out of these updates would be charges for the media, handling and freight. When the updates include chargeable software enhancement or upgrades, Dealer will include such cost when the update is required.

17. ALTERED OR CUSTOM SOFTWARE: Any software that has been altered or modified by customer is not eligible for support services. If the alteration was made by Dealer then support service is available provided that a custom software rider is attached to this agreement, and sum due thereunder have been paid. Dealer reserves the right to make changes in the specifications of the software provided they do not materially effect the end users use.

18. SOFTWARE TESTING: When required for the resolution of any problem, Dealer will request that the user submit copies of media containing the suspected problem such that Dealer personnel can perform tests to isolate the problem. Dealer cannot accept any responsibility for the confidentiality and accuracy of any data or data files submitted to it. All materials are submitted to Dealer at the customers own risk.

19. SOFTWARE EXCLUSIONS: Requests for support under this agreement may be denied under the following conditions:

- A. It is determined that the request for service is a result, either directly or indirectly of hardware falor or malfunction. Dealer reserves the right to make the final determination as to the cause of a problem of this nature.
- B. The request for service is attributable to abuse or misuse of software by the user.
- C. Customer has violated the terms and conditions of any software license agreement between the customer and dealer (or manufacturers of software sold by dealer).
- D. Dealer determines that the requests for support constitutes operator training services which is not a part of this agreement.
- E. Problems relating to or caused by software which was not supplied by dealer.

20. LICENSED SOFTWARE TO THIRD PARTY: The Customer/end user fully understands he will not, nor will he permit any of his employees, agents or representatives to disclose, divulge or convey the licensed software to any third party. That if such action is found to have taken place the Dealer/licensor shall have the right, in addition to such other remedies as may be available, to injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies are inadequate.

CUSTOMER INITIALS: _____

DEALER INITIALS: _____

21. USE: Customer shall use the equipment in a careful manner, and is responsible for the normal care, loading and storage of any software/hardware, and shall comply with all laws relating to its possession, use and maintenance.

22. EXCEPTIONS NOT COVERED: Any and all indirect, incidental or consequential damages arising out of the Equipment or use thereof (or any substitute or loaner equipment) including (without limitation) claims by Customer for loss of profits, consequences of deficiencies in performance and personal injury claim are expressly waived. The Dealer shall not be deemed to be in default of any provision hereof or be responsible for liable under the foregoing warranty or otherwise in any event for any delay, failure in performance, or interruption of service resulting directly or indirectly from any of the following causes:

- A. Damage to the Equipment caused by fire, storm, burglary, accident, vandalism, abuse, over-inking, improper power supply, Customer's negligence, power line fluctuations, conductive materials, liquid, bugs, mice, foreign, objects, such as coins, entering the equipment, or arising from acts of third persons by any force of nature.
- B. Damage resulting from use of Equipment in a manner otherwise than in accordance with instructions issued by the dealer and/or Manufacturer. All Equipment should be used on separate circuit from other equipment and within the limits prescribed by the Manufacturer for voltage, temperatur and humidity.
- C. Damage resulting from use of other than genuine authorized parts or accessories supplied or recommended by the Dealer and/or Manufacturer.
- D. Damage caused by repairs or adjustments made by other than out authorized service representatives. Any repairs resulting from such causes will be rendered by the Dealer only at the Customer's request and after approval by the Customer of the estimate cost thereof.
- E. Training of personnel after completion of original installation.
- F. Program and/of data loss due to negligence: including losses incurred due to telephone transmission or errors in operation.
- G. Program changes: either general changes to the program requested by the customer or tax program changes needed to allow the Equipment to charge the correct tax. The services and labor and/or parts to be provided to correct or fulfill any of the foregoing, including re-creation or reacquisition of data lost for any reason whatsoever, are not included in this Agreement.
- H. Equipment loaned to Customer during period of repair of the principle Equipment is furnished "as is" and is not covered by any warranty, expressed or implied.
- I. Programs/Software not supplied and/or consented to by Dealer.

23. LIMITATION OF LIABILITY:

A. Dealer and Customer agree that the actual damages which Customer may sustain by reason of Dealer's failure to perform under the contract are as of the date of contract, difficult of ascertainment. Dealer and Customer also agree that it is desirable to fix a definite limit to Dealers liability under the agreement, and that the limitations hereinafter set forth are reasonable.

B. Dealer's liability to the customer for damages, from any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence or any other form of action shall be limited to twelve (12) month's maintenance charges for the specified machines/software under this maintenance agreement that caused the damages of that are the subject matter of or are directly related to the cause of action, such charges shall be those in effect for the specific machines when the cause of action arose. This amount shall be in lieu of all liabilities for damages including special, incidental or consequential damages and loss profits arising out of or in connection with Dealer's performance of the contract.

C. The parties contemplate that this agreement may involve the installation of parts and components into the equipment serviced hereunder. Dealer will install parts which meet manufacturer's specifications and will not be liable for any malfunctions or failures of any of said parts or components.

CUSTOMER INITIALS: _____

DEALER INITIALS: _____

24. LIMITATIONS ON ACTION: No action, regardless of form, arising out of this agreement may be brought by either party more than one (1) year after the date of customer acceptance; or, in the case of non-payment, more than one (1) year from the due date of first payment following the last scheduled payment received by Dealer.

CUSTOMER INITIALS: _____

DEALER INITIALS: _____

25. TERM OF AGREEMENT, TERMINATION & DELETION OF EQUIPMENT: All of the obligations of the Parties hereto shall commence on the Service Commencement Date and this Agreement shall remain in effect for a period of one (1) year commencing on such date. This Agreement shall be automatically renewed for successive one (1) year periods commencing on the yearly anniversary of the Service Commencement Date, unless terminated in accordance with the provisions hereinafter set forth.

This Agreement may be terminated by either Party at the end of any calendar month ending at or after twelve (12) months following the Service Commencement Date, by written notice to the other, given at least thirty (30) days prior to the specified termination date, provided, however, that if Dealer notifies Customer of increase in the charges hereunder of the coming annual period prior to the commencement of such period, Customer may notify Dealer of its decision to terminate this Agreement at the end of the current annual period, by giving Dealer written notice within Ten (10) days of its receipt of notice of such increased charges.

Either party may, at its election and without prejudice to any other right of remedy, terminate this agreement forthwith by written notice to the other in event of the filing of a petition in bankruptcy by or against the other, or if the other makes an assignment for the benefit of creditors, or if a receiver, trustee, or a liquidator be appointed for the other or be applied for by the other, or for any substantial part of the property of the other, or if the other admit in writing its inability to pay its debts as they become due, or if the other file any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or if Customer fails to comply with the Software license terms & conditions, or if Customer makes unauthorized copies of software, and allows distribution of any software to an unauthorized third party.

Notwithstanding anything else herein to the contrary, Dealer may, at its election and without prejudice to any other right or remedy, terminate this Agreement forthwith upon written notice to Customer of Customer has not made any payment due to

Dealer within thirty (30) days after such payment was due.

In the Event of any termination hereof by Dealer, charges to Customer for the annual maintenance services to be rendered hereunder shall be equitable adjusted based upon the period of time elapsed from the Service Commencement Date; or most recent anniversary thereof. In the event of any termination hereof by Customer, no refund or credit shall be given by Dealer with respect to payments for maintenance charges hereunder which have been paid, or if such charges have not been paid, Customer shall remain liable for all such charges, computed on a prorated basis up to the date of termination.

Customer may delete any particular items of the Equipment from the coverage of this Agreement by giving written notice of any such deletion(s) to Dealer (giving the model number and location of the deleted item(s) not less than ten (10) days prior to the anniversary of the Service Commencement Date; and any such deletion(s) shall become effective for the annual period commencing on such anniversary date, provided, however, that if Dealer notified Customer of increase in the charges hereunder for the coming annual period by giving Dealer written notice within ten (10) days of its receipt of notice of such increased charges. In the Event of any deletion of Equipment, Dealer reserves the right to make adjustment in the total annual charges hereunder for the coming year to reflect costs and expenses anticipated in connection with the services hereunder.

If any termination is carried out and any software is involved, the software will be returned or destroyed. The confidentiality part of this or related agreements will survive the agreements even if they are terminated.

26. ASSIGNMENTS: This Agreement is not assignable in whole or in part by Customer without the prior written consent of the Dealer. This Agreement is assignable by the Dealer to another Dealer, or back to Manufacturer, so long as the other Dealer is approved by Cole's and the Manufacturer of the Equipment.

27. NOTICES: Any written notice of demand under this Agreement may be given to a party may provide in writing form from time to time. Notice or demand so mailed shall be effective when deposited in the United States Mail, duly addressed and with postage prepaid. Parties agree that all notices shall be mailed first class mail, postage prepaid, 5 days prior to any action mentioned in the notice.

28. NO WAIVERS: Except as expressly provided herein, no failure to exercise and no delay in exercising on the part of Dealer or Customer, of any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof.

29. MULTIPLE PARTIES: If more than one BUYER is named in this contract, the liability of each shall be joint and several.

30. BINDING EFFECT: This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

31. SERVICE COMMENCEMENT DATE: The Service Commencement Date referred to in this Agreement shall be that date specified on the designated line which appears following the execution lines for this Agreement. All obligations of the Parties hereto under this Agreement shall commence on the Service Commencement Date, except that prior to that date Customer will not take any action with respect to any of the Equipment which might adversely affect its future performance and maintenance requirements.

32. RELATION TO PURCHASE ORDER: In the event that BUYER uses BUYER'S purchase order from in connection with the ordering of the Equipment, such order will be governed by the terms of this Agreement and any provision of such order form which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect. SELLER'S acceptance of such order is expressly made conditional on BUYER'S assent to the terms of this Agreement. Any acknowledgement by BUYER of this Agreement shall be limited to the terms of this Agreement, and any provisions in such acknowledgement which in any manner differs from or is in addition to the provisions of this Agreement shall be of no force or effect.

33. DRAWINGS AND DESIGNS: All drawings, designs and techniques and improvements (whether patentable or unpatentable) made or conceived by Dealer or its agents or employees in the fulfillment of this sales contract shall be the property of Dealer and Customer agrees not to use for its own benefit or disclose to or use for the benefit of any other person any of such property.

34. DEALERS PROPERTY: Maintenance software, test equipment, maintenance manuals and similar property used by dealer (even if shipped with the equipment) shall remain the exclusive property of Dealer and shall be for the sole use of Dealer and under the control of Dealer. Some of such property, contains confidential information of Dealer.

35. SPECIFICATIONS: Dealer reserves the right to make substitutions and modifications to the specifications of the Equipment and Software included in the Systems, providing that such substitutions of modifications will not materially affect the performance of the System.

36. RELOCATION OF EQUIPMENT: Customer will be liable for all costs associated with any equipment relocation requested by the customer. These costs will include all applicable installation and removal charges, special rigging charges, and technical representative and labor. Cole's the Cash Register Co. shall be under no obligation to provide maintenance service for any equipment which is relocated outside its geographical area of responsibility, which are Texas counties Cameron, Willacy, Hidalgo, Kennedy, Starr, Zapata, Jim Hogg, Brooks. Dealer will assist Customer in obtaining service from other qualified Dealers outside of this area.

37. MISCELLANEOUS: This agreement shall be governed by the laws of the State of Texas. This Agreement contains the entire Agreement between Dealer and Customer with respect to the subject matter hereof and there are no understandings, agreements, representations or warranties not specified herein, respecting this Agreement or the maintenance services purchased hereunder. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect the meaning hereof. Where the context so requires, terms used in the Agreement in the singular include the plural, and vice versa, and the use of any gender shall be applicable to all genders.

This contract supercedes any prior contracts or letters of agreements between Dealer and Customer.

CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT, AND UNDERSTANDS AND AGREES TO ALL TERMS AND CONDITIONS STATED HEREIN.

CUSTOMERS INITIALS:

DEALER INITIALS:
