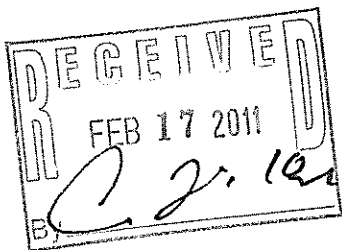


# Requisition

Req # 00188895

PO #

Date: 01/25/11



Bill To: x  
x

Vendor: 345644

SEACOAST TELECOMMUNICATONS SERVICE BI  
D/B/A LINK 2 EXCHANGE  
P O BOX 216  
DOVER NH 03820  
FAX (603)742-1887

Ship To: HIDALGO CO. PCT 4  
1051 N. DOOLITTLE  
EDINBURG TX 78542

Contact: TONIE MORENO  
956-383-3112

Contract No:

Special Instructions:  
PCT. REQ. # 168

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
11.00	MONTH	SALES EXCHANGE ACCOUNT - 5 gb MAILBOXS, 5 USERS (FEB __, 2011 - FEB. __, 2015) EXCHANGE COMPLET E-MAIL	49.75	547.25
11.00	EACH	****NOTE****SERVICE WOULD COME OUT TO \$49.75 MONTHLY SALE ACTIVESYNC ACCOUNT - 3 USERS (FEB __, 2011 TO FEB __, 2015), E-MAIL:	7.50	82.50
11.00	MONTH	****NOTE****SERVICE COMES OUT TO \$7.50 MONTHLY**** SALE POSTINI, SPAM/VIRUS FILTERING, 5 USERS (FEB __, 2011 TO FEB __, 2015)	10.00	110.00
		Account No	<u>Encumbrance</u>	
		1-1200-431-00-124-005-0-341	739.75	
			Freight	.00
			Total	739.75
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

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



EMAIL SOLUTIONS FOR WHEREVER YOUR BUSINESS TAKES YOU

[your quote](#) [contact](#)

### Quote Work Sheet

#### Exchange Mailboxes ?

5GB Mailboxes	Setup	Monthly
<input checked="" type="checkbox"/> Advanced Virus & Spam Filtering		\$10.00
<input type="checkbox"/> Full Exchange Mailboxes (Includes OWA)		\$49.75
<input type="checkbox"/> OWA Only Mailboxes		\$0.00

Setup: \$0.00  
Monthly: \$67.25



#### Mobile Wireless Syncing ?

<input type="checkbox"/> BlackBerry Sync - BES	Free for 6 Months!	\$0.00	\$0.00
<input type="checkbox"/> ActiveSync - Windows Mobile & iPhone			\$7.50
<input type="checkbox"/> PalmOS Sync - Good Mobile		\$0.00	\$0.00

#### Need Help?

If after reviewing the account setup options you are not completely sure which options to choose, please allow us to assist you.

**Have a Customer Care Representative Contact Me for Assistance**

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

Phone: \_\_\_\_\_

Time To Call: \_\_\_\_\_



Or you may call us direct at 1 888 509 8555



#### SharePoint Services ?

50 MB Free SharePoint Free 50MB SharePoint site included with 5+ Exchange Mailboxes	\$0.00	\$0.00
--	--------	--------



#### Remote Control Setup ?

I would like  computers configured by your support team. \$0.00

#### Total

Promo Code: \_\_\_\_\_  
Setup: \$0.00  
Monthly: \$67.25



[Clear Quote](#)

#### Email This Quote

Enter the email addresses below separated by a comma and we will email them a link to this quote.

Email:  Quote title:

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## End User Agreement - Required Terms and Conditions

This Master Service Agreement is between

Seacoast Telecommunication Service Bureau, Inc. DBA Link2Exchange

("Company")

and

Hidalgo County Commissioner Pct 4

1051 Doolittle Road

Edinburg, TX 78542

("You").

BY ACCEPTING THIS AGREEMENT AND USING Link2Exchange'S ("COMPANY") SERVICES YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ("AGREEMENT"), THE SERVICE LEVEL AGREEMENT BETWEEN YOU AND COMPANY, COMPANY'S SERVICES AGREEMENT AND COMPANY'S NO MASS MAILING POLICY. In the event of a conflict between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall govern.

You and Company agree to the following provisions:

### 1. Provision of Services.

Company shall provide Microsoft® Exchange Hosting Services (the "Services"), which include proprietary software products of Microsoft® Corporation ("Microsoft®") and of Company, to you in accordance with the Service Level Agreement in exchange for your payment, your execution and compliance with this Agreement, and your compliance with Company's Services Agreement and No-Spam Policy. Provision of the Services shall commence once Company has received both your payment for the Services and this

Agreement duly executed by you. You warrant and represent that you shall use the Services only for lawful purposes.

## 2. Agreement Term.

The initial term of this Agreement shall be from the date of your initial payment and execution of this Agreement through the remainder of the calendar month in which this Agreement was executed. The term of this Agreement, after the initial Agreement term, shall be one calendar month.

## 3. Automatic Renewal.

This Agreement shall renew automatically at the end of the prior Agreement term unless terminated either by you or by Company.

## 4. Termination without Cause.

You may terminate this Agreement at any time, for any reason, by following the termination procedure located within the Account section of the Exchange Administrator Control Panel prior to the automatic renewal of this contract.

COMPANY SHALL NOT REFUND AMOUNTS ALREADY BILLED FOR THE MONTH IN WHICH YOU TERMINATE THE AGREEMENT.

ALL CUSTOMER DATA AND ACCOUNT SETTINGS, INCLUDING, BUT NOT LIMITED TO, PUBLIC AND PRIVATE INFORMATION, AND STORED CONTENT, MAY BE IRREVOCABLY DELETED UPON ACCOUNT TERMINATION. PLEASE BE AWARE THAT WE CANNOT GUARANTEE THAT ANY ATTEMPTS TO MOVE SUCH DATA AND ACCOUNT SETTINGS TO ANOTHER PROVIDER WILL BE SUCCESSFUL.

Company may terminate this Agreement at any time, for any reason, by:

providing written or electronic mail notice of termination to your e-mail contact address no less than fifteen days prior to the service termination; and

refunding or not charging your credit card account for the monthly charge for the month in which the Services terminate.

#### 5. Termination for Cause.

YOU AGREE TO MAINTAIN AND KEEP CURRENT ALL CONTACT INFORMATION FOR YOUR ACCOUNT(S) WHICH IS(ARE) RELATED TO THE SERVICES. FAILURE TO MAINTAIN OR KEEP CURRENT ALL CONTACT INFORMATION SHALL BE A VALID GROUND FOR COMPANY TERMINATION OF SERVICES FOR CAUSE.

IF COMPANY TERMINATES YOUR ACCOUNT FOR A VIOLATION OF THIS AGREEMENT, COMPANY'S SERVICES AGREEMENT, OR COMPANY'S NO SPAM POLICY, COMPANY SHALL NOT BE REQUIRED TO REFUND TO YOU ANY AMOUNTS BILLED TO YOU FOR THE MONTH IN WHICH COMPANY SERVICES TERMINATE.

#### 6. Payment Terms.

You agree to be billed monthly via your credit card for all recurring and one-time charges, including late and termination charges, for the Services and any fees you owe to Company. Company shall email an invoice to your e-mail contact address.

#### 7. Taxes.

Company shall not be liable for any taxes and other governmental fees to be paid which are related to purchases made from you or from Company's server. You agree that you shall be fully responsible for all taxes and fees of any nature associated with products or services sold through the use of or with the aid of the Services provided to you by Company.

#### 8. Compliance with Microsoft® Terms and Conditions; Disclaimer of Warranties of Microsoft® and/or Link2Exchange.

You (i) acknowledge that Company's ability to provide the Services is contingent upon your and Company's continued compliance with certain Microsoft® Corporation ("Microsoft®") terms and conditions and (ii) agree to the "Terms and Conditions Regarding Use of Microsoft® Software" set forth on Annex A hereto, which is incorporated herein by reference. You further acknowledge that the support provided by Company in connection with the Services is not in any way provided by Microsoft® and expressly disclaim, to the extent permitted by applicable law, all warranties by Company and/or Microsoft® for any damages, whether direct, indirect, or consequential, arising from the use of the Services.

#### 9. Materials and Products.

Any material and data you provide to Company in connection with the Services shall be in a condition that is in a form requiring no additional manipulation on the part of Company. Company shall make no effort to validate this material or data for content, correctness, or usability. Material or data that is not in this condition shall be a breach of this Agreement.

Company may, in its sole discretion, reject material or data that you have placed on servers related to the Services or that you request Company put on servers related to the Services. Company agrees to notify you immediately of its refusal of the material or data and provide you with an opportunity to amend or modify the material or data to meet the requirements of Company. Your failure to amend or modify the data or material as directed by Company within a reasonable time shall be a breach of this Agreement.

#### 10. Liability; No Warranty; Limitation of Damages.

YOU EXPRESSLY AGREE THAT USE OF COMPANY'S SERVICES IS AT YOUR SOLE RISK.

You acknowledge that Company, its agents, affiliates, licensors or the like, make no representations or warranties, expressly or impliedly, that the Services shall be uninterrupted or error free; neither do they make any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability, or content of any information service or merchandise contained in or provided through the Services, unless otherwise expressly stated in this Agreement.

The Company, its officers, agents, or anyone else involved in providing the Services shall not be liable for any direct, indirect, incidental, special, or consequential damages that result from the use or inability to use the Services; or for any damages that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to Company's records, programs, or the Services.

Company not shall exercise control over the content of the information used in connection with the Services except those controls expressly provided herein.

Company makes no warranties or representations of any kind, express or implied, for the service it is providing. Company also disclaims any warranty of merchantability or fitness for a particular purpose and shall not be responsible for any damages that may be suffered by you, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause or due to your errors or omissions. Use of any information obtained by way of Company is to be used at your own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through the Services. Company expressly limits its damages for any non-accessibility time or other downtime to the penalties listed in the Service Level Agreement. Company expressly limits its responsibility for any damages arising as a consequence of such unavailability.

#### 11. Patents, Copyrights, Trademarks, and Other Intellectual and Proprietary Rights.

Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to you. You agree that all right, title, and interest in all components of the Services belong to Company, Microsoft®, or other third parties. The Services are only for your use and may not be used by any other person or entity.

You expressly warrant to Company that you have the right to use any patented, copyrighted, or trademarked material that you use, post, or otherwise transfer to servers used in connection with the Services.

You agree that the Services, including software developed for the Services and third party applications provided for use with the Services, involve trade secrets and other valuable proprietary information belonging to Company, Microsoft®, or other third parties. You shall not (i) alter, or permit the alteration of the Services or any component thereof; (ii) copy, or permit the copying of the Services or any component thereof; (iii) knowingly take any action that jeopardizes any entity's proprietary rights in the Services; (iv) acquire or seek to acquire any ownership interest in or to the Services or any component thereof; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the the Services or any component thereof; (v) remove, modify or obscure any copyright, trademark or other proprietary notices that appear during use of the Services, or on software related to the Services; or (vi) except as expressly contemplated by the scope of this Agreement, license, sell, transfer, lease, or disclose the Services.

#### 12. Hardware, Equipment, and Software.

You are responsible for and must provide all phones, phone services, computers, software, hardware, and other services necessary to access the Services. Company makes no representations, warranties, or assurances that your equipment shall be compatible with the Services.

#### 13. Age.

You expressly represent and warrant that you have reached the age of eighteen years.

#### 14. Indemnification.

You agree that you shall defend, indemnify, save, and hold Company and/or Microsoft® harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against Company and/or Microsoft®, and their respective agents, servants, officers, and employees, that may arise out of or result from any service provided or performed or agreed to be performed or any product sold by you, your agents, employees, or assigns.

You agree to defend, indemnify, and hold harmless Company and Microsoft® against liabilities arising out of:

(i) any injury to person or property caused by any products sold or otherwise distributed in connection with the Services provided to you;

(ii) any material supplied by you infringing or allegedly infringing on the property or proprietary rights of a third party (including, but not limited to, intangible and intellectual property rights);

(iii) copyright infringement; and

(iv) any defective product which you sold or distributed by means of the Services.

You agree that the liability limit of Company and/or Microsoft®, including any reasonable attorneys' fees and court costs, shall in no event be greater than the aggregate dollar amount which you paid during the terms of this Agreement.

#### 15. Miscellaneous.

This Agreement, your rights and obligations and all actions contemplated by this Agreement shall be governed by the laws of the United States of America and the State of New Hampshire, without regard to its choice-of-law rules, as if the Agreement was a contract wholly entered into and wholly performed within the State of New Hampshire.

By accessing this web site and using the information therein available and/or by purchasing any Service made available through this site, you agree with the website operators, their service providers, affiliates, parents, subsidiaries and any content provider or offeror of services on this site or through any other associated activity, that any claim, dispute or controversy ("Claim") by either you or us against the other, or against or with any of these persons or entities (including, without limitation, their employees, agents and assigns), whether related to the described transactions or otherwise, including the enforceability of this arbitration agreement, will be resolved by binding arbitration under the Code of Procedure of arbitration-forum.com (the "Code") in effect at the time the claim is filed. This arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. §§ 1-16). Hearings shall be held as provided by the Code and if any In-person Hearing is required, it shall be held in Concord, NH, USA. In the event a court having

jurisdiction finds any portion of this agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective. IN ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN COURT BY OTHERS, BUT ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION.

Any action to review an award granted pursuant to this arbitration clause shall be brought exclusively in the United States District Court. If, for any reason, this Arbitration provision is held not to be enforceable, any action to enforce this Agreement or any matter relating to your use of the Service shall be brought exclusively in the United States District Court or if there is no jurisdiction in such court, then in a state court in Strafford County.

In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited, or eliminated only to the extent necessary to remove the invalidity, illegality, or unenforceability.

No waiver by Company of any breach by you of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No such waiver shall be effective unless it is in writing and then only to the extent expressly set forth in such writing.

Entire agreement. This Agreement, including Company Services Agreement , Company No Spam Policy, and Service Level Agreement, shall constitute the entire Agreement between you and Company with respect to the Services.

#### ANNEX A TO END USER AGREEMENT. NOTICE REGARDING USE OF MICROSOFT® SOFTWARE PRODUCTS

This document ("License") concerns your use of certain Microsoft® software products provided to you as a service by Seacoast Telecommunication Service Bureau, Inc., which includes computer software and may include associated media, printed materials, and "online" or electronic documentation (collectively "SOFTWARE PRODUCTS"). Seacoast Telecommunication Service Bureau, Inc. does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which you need to be informed. Your right to use the SOFTWARE PRODUCTS as a service is pursuant to your agreement