

Requisition

Req # 00200518

PO #

Date: 08/08/11

*Consent
27953
8/16/11*

Bill To: x
x

Vendor : 377066
BIGWEBAPPS
1447 PEACHTREE ST., STE 880
ATLANTA GA 30309
FAX (678)623-0296

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE 00000154 I.T. DEPT & FACILITIES DEPT. DO NOT DUPLICATE ORDER		
20.00	EACH	CC TECHNICIAN LICENSES	308.00	6,160.00
1.00	EACH	CC ASSET MANAGER - 30 % UPLIFT	1,848.00	1,848.00
1.00	EACH	CC EMAIL PARSER - 10 % UPLIFT	616.00	616.00
1.00	EACH	CC LDAP REPLICATOR - 20 % UPLIFT	1,232.00	1,232.00
1.00	EACH	CC REMOTE ASSISTANCE - 10 % UPLIFT	616.00	616.00
1.00	EACH	CC ADDITIONAL DEPARTMENTS	2,094.40	2,094.40
-1.00	EACH	CC	5,712.00	-5,712.00
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-336	6,854.40	
			Freight	.00
			Total	6,854.40
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____



Company Address PO Box 7010
Atlanta, GA 30357
US

Created Date 8/5/2011
Expiration Date 9/1/2011
Quote Number 00000154

Prepared By Mike Clements
Phone (866) 996-1200 ext.703
E-mail mike.clements@bigwebapps.com

Contact Name Stan Ramos
Phone (956) 292-7010
Email stan.ramos@co.hidalgo.tx.us

Bill To Name Hidalgo County
Bill To 100 E. Cano
4th floor
Edinburgh, TX 78541

Ship To Name Hidalgo County

Product	Sales Price	Quantity	Discount	Total Price
Technician Licenses	\$700.00	20.00	56.00%	\$6,160.00
Asset Manager - 30% Uplift	\$4,200.00	1.00	56.00%	\$1,848.00
Email Parser - 10% Uplift	\$1,400.00	1.00	56.00%	\$616.00
LDAP Replicator - 20% Uplift	\$2,800.00	1.00	56.00%	\$1,232.00
Remote Assistance - 10% Uplift	\$1,400.00	1.00	56.00%	\$616.00
Additional Departments- Facility Maintenance	\$4,760.00	1.00	56.00%	\$2,094.40
Non Profit Discount	(\$5,712.00)			(\$5,712.00)

Information

Notes IT Dept: \$3,427.20
Facility Management: \$3,427.20

Contract Start Date 8/1/2011
Contract End Date 7/31/2012

Subtotal \$22,848.00
Total Price \$6,854.40
Grand Total \$6,854.40

Quote Acceptance Signature

Signature _____

Name _____

Title _____

Date _____

4. License Activation Date.

The License Activation Date shall be the first date of the contract term set out in Exhibit A hereto.

5. Duration and Termination

(a) **Duration.** Unless terminated earlier as provided elsewhere in this Agreement, bigWebApps, Inc. will continue to provide the Licensed Software and the related services set out in Exhibit A attached hereto for as long as the Licensee continues to pay the Annual Subscription Fee during the contract term defined in Exhibit A ("Term"). In the event that the Licensee continues to license the Software past the Term, Agreement shall automatically renew for another (12) month period, unless written notice of termination of the Agreement is given (30) days prior to Term Commitment or Licensee initiates a renegotiation of the terms of the Agreement with bigWebApps, Inc. During any such automatic extended Agreement period, bigWebApps, Inc., at its option, may bill Licensee at the rates contained in this Agreement or at rates in effect at that time. However, rates are limited to and may not exceed 10% of previous years contract with existing purchased services. Any new additional services will be billed at the current scheduled price.

(b) **Voluntary Termination.** Effective at any time after the Term Commitment, this Agreement may be terminated by Licensee for any reason upon thirty (30) days' prior written notice. Should Licensee terminate this Agreement before the completion of the Term Commitment for any reason other than material breach of this Agreement by bigWebApps, Inc., Licensee shall be responsible for the payments specified in Section 5(e). bigWebApps may only voluntarily terminate this Agreement if a material breach is found as specified in Section 5 (c).

(c) **For Breach.** Either party may terminate this Agreement if the other party is in material breach of any term of this Agreement and fails to remedy such breach upon thirty (30) days after written notice of such breach by the non-breaching party. Without limiting the generality of the foregoing, failure to make any payment to bigWebApps, Inc. when due is a material breach of this Agreement on the part of Licensee. Should bigWebApps, Inc., as a result of Licensee's material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, Licensee shall be responsible for the payments specified in Section 5(e). Should Licensee, as a result of bigWebApps, Inc.'s material breach of this Agreement, terminate this Agreement before the completion of the Term Commitment, bigWebApps, Inc. shall refund to Licensee the pro-rata portion of the Annual Subscription Fee paid which relates to the remaining period of the Term following termination of the Agreement.

In addition to the foregoing, in the event of a breach, each party shall be subject to the provisions of Section 11(b) hereof.

(d) **Effect of Termination.** Within five (5) days after termination of this Agreement, Licensee shall be blocked from the Licensed Software.

(e) **Early Termination Charges.** The rates and discounts set forth in this Agreement are based on Licensee's commitment to purchase the Software License for the entire Term Commitment. To compensate bigWebApps, Inc. for any loss related to early termination of the Agreement, and not as a penalty, Licensee -- in the case of its voluntary termination pursuant to Section 5(b) or bigWebApps, Inc.'s termination pursuant to Section 5(c) -- shall pay bigWebApps, Inc. an early termination charge. The early termination charge shall come in effect during the first 90 days of Term Commitment. During this time all fees paid by Licensee for the Term Commitment will be reimbursed to Licensee minus an early termination fee of 25% of such paid fees, with a minimum of \$300 of Licensee contract amount. Past 90 days of Term Commitment, all fees paid by Licensee attributable to the remaining portion of the Term Commitment will be reimbursed to Licensee minus an early termination fee of 50% of such paid fees. The reimbursed amount minus early termination charge shall be paid to Licensee within thirty (30) days after written notice of termination.

(f) **Other Charges.** Nothing in this Agreement shall relieve Licensee from its liability for payment for services rendered by bigWebApps, Inc. prior to the termination of this Agreement, as the case may be.

6. License Not a Sale

This license does not constitute a sale, nor does it pass to Licensee any title to or any proprietary rights in the Licensed Software, all of the same being expressly reserved to and vested in bigWebApps, Inc. Nor