

TERMS & CONDITIONS

PC SOFTWARE

GENERAL

This Agreement will become binding upon acceptance by Gasboy at 7300 West Friendly Avenue, Greensboro, NC, 27420. The Customer acknowledges that he has read and understands this Agreement and agrees to be bound by the terms and conditions.

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 customer calls with more than one issue a new fee is charged for each issue.

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 number of months (to a maximum of 24 months) during which coverage was discontinued.

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 prevent or hinder performance hereunder.

ASSIGNMENT

Customer may not assign this Agreement and the rights of the 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 Texas, without regard to its conflicts of laws provisions. The parties agree that venue is exclusive and proper in the state of Texas.

SEVERABILITY

If any provision of this Agreement is finally held by a court of competent jurisdiction to be unlawful or invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless as a result of such unlawful provisions there is a material failure of consideration as to a Party and such Party is unwilling to waive such failure.

ENTIRE AGREEMENT

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

Zimbra

evangelina.garcia@co.hidalgo.tx.us

RE: Requisition #254319-Gilbarco-Hidalgo County Sheriff's Office

From : Josephine L. Ramirez

<josephine.ramirez@da.co.hidalgo.tx.us>

Thu, Apr 10, 2014 10:39 AM

Subject : RE: Requisition #254319-Gilbarco-Hidalgo County Sheriff's Office

To : 'Martha Salazar'

<martha.salazar@co.hidalgo.tx.us>

Cc : 'Evangelina Garcia'

<evangelina.garcia@co.hidalgo.tx.us>, 'Darlene Betancourt' <darlene.betancourt@co.hidalgo.tx.us>

Reply To : josephine ramirez

<josephine.ramirez@da.co.hidalgo.tx.us>

I have reviewed the attached agreement and approved as to form with the recommended modification having been made.

Thanks.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]

Sent: Wednesday, April 09, 2014 4:13 PM

To: josephine ramirez