



Beechglens Development

4224 Harrison Avenue, Cincinnati, OH 45211 (513) 922-0509 Fax (513) 347-2834

MONDAY THROUGH FRIDAY 8 A.M. TO 5 P.M. SOFTWARE SUPPORT SERVICES AGREEMENT

Service Agreement for:
Hidalgo County Auditors Office
2808 S. Business Highway 281
Edinburg, TX 78539

Effective Dates: 1/31/2020 through 4/30/2020
System Model: HP3000 Series 928LX

Payment Rate: \$280.00 per month, Invoiced Quarterly in advance

1. Intent of Services. Beechglens Development will provide support Services disclosed herein as ordered by the above party.

2. Content of Services. Account Management Support (AMS) service is governed by the following terms and conditions:

A. Telephone and Onsite Assistance. The CUSTOMER may request assistance in software problem solving via telephone, email, or web portal during business hours of 8AM through 5PM Eastern Time.

B. Beechglens Operating System Patches. Software Support Services includes all MPE Operating System patches developed by Beechglens.

C. Remote Login Support. With CUSTOMER authorization, remote diagnostic procedures may be implemented to solve problems in a timely fashion.

3. Excluded Services. Any service not specifically included in this agreement is hereby excluded. Some excluded services are, but not limited to, tactical planning, design, programming and implementation.

Specifically excluded are the Year 2000 problems that stem from the inability of any software packages and other code in hardware and other equipment to recognize the Year 2000 date. These systems use two-digits to symbolize years (e.g., "96"), and the universe of time is limited to the current millennium. Therefore "00" means "1900" and all calculations or actions based on date will be adversely affected. This problem is aptly called the "Millennium Bug" or the "Y2K" problem (shorthand for Year 2000).

4. Charges. The CUSTOMER may prepay up to twelve months in advance at the prevailing rate at the time of payment. Charges for services performed outside of this Agreement will be invoiced as separate invoice line items or on a separate invoice at a rate agreed upon prior the performance of said services. All charges are exclusive of state and local taxes. The CUSTOMER agrees to pay such taxes when applicable; and they will appear as a separate item on the invoice.

5. Invoicing. Charges for Services covered in this Agreement shall be invoiced to Customer in advance. Unless otherwise stated in writing, all charges invoiced under this Agreement shall be paid upon receipt. Beechglens Development reserves the right to withhold its Services without liability, or alter the credit terms described herein, if the CUSTOMER is delinquent in payment for any Services.

6. Miscellaneous. A) Neither party may assign or transfer the rights, duties, or obligations herein without prior written consent of the other party. B) This Agreement shall be governed by the laws of the State of Ohio. C) Written notices required herein shall be sent to the CUSTOMER representative who authorized this support service.

7. Severability Waiver If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties.

8. Complete Agreement. This Agreement and all its appendices attached hereto contain the entire integrated between the parties hereto with respect to the matters covered herein. No variations, modifications, or changes herein or hereof shall be binding upon either party hereto unless set forth in writing duly executed by both parties.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the date first above written.

"CUSTOMER"

Name (Printed) _____

Name (Signed) _____

Title: _____