



EXTENDED SERVICE PLAN

Tech Data Systems (TDS) is committed to providing exceptional service to our clients. Our experienced, factory-trained technical staff strives to exceed customer expectations. TDS has the committed resources of on-site field engineers, system engineers, training, call tracking and parts stocking to effectively service your equipment for maximum uptime.

An **Extended Service Plan (ESP)** will give you the peace of mind of having access to priority service, resulting in less downtime, making your operations more efficient while driving down costs. TDS will continually work to meet your specific needs, leading to an excellent service experience. Our goal is to provide you with the most attractive service program available, enabling a solid, long-term partnership.

Equipment Services will be furnished by Tech Data Systems for the equipment listed on the Equipment Schedule.

REMOTE SUPPORT

We offer Toll-Free telephone support for troubleshooting issues at 1-800-856-8552 or email at support@techdatasystems.com, available Monday through Friday from 8:30 a.m. to 5:00 p.m., CST, excluding holidays. We find that many times issues arise due to incorrect system settings or operator procedural errors. Remote support is the timeliest method to resolve such issues.

DISPATCH AND CALL TRACKING

When an incident is escalated to our dispatch team, it is immediately logged into our tracking system and dispatched to a field engineer. Once the engineer has received the call, he/she will contact the branch to give an estimated arrival time.

ESCALATION

TDS has escalation procedures to activate necessary resources in case difficulties occur in making a repair. These established escalation procedures require the field engineer to report to the next level of supervision all issues that are unresolved after two (2) hours of repair attempt. TDS management will ensure that all necessary resources are employed to repair the equipment in the timeliest manner possible.

COVERAGE

The ESP includes all parts and labor required to properly maintain the equipment. Subject to the limitations set forth in "Terms and Conditions" below, TDS agrees to repair or replace, without charge, any defective part in your equipment with a part that meets or exceeds OEM specifications during the term of the ESP. Coverage also includes any firmware updates to system software as recommended by the manufacturer. Coverage does not include damage to equipment resulting from abuse, misuse, power surges, accidents, acts of God, or any other occurrence considered to be out of normal operating usage.

PREVENTATIVE MAINTENANCE

The ESP includes three (3) PM's per billing period. PM's may include inspection, cleaning, lubrication and adjustment of internal parts, such as rollers, belts and sensors to ensure that the equipment is in good operating condition. PM's may be scheduled, or may be performed when a field engineer is on-site to address a service issue.



EXTENDED SERVICE PLAN Terms and Conditions

1. Equipment Schedules

No maintenance or other services are ordered by execution of this Agreement alone. For equipment to be covered hereby or services ordered, an approved form of Equipment Schedule shall be completed by TDS and provided to Subscriber. Each such Schedule is deemed a part of this Agreement.
2. Coverage

The ESP includes all parts and labor required to properly maintain the equipment listed on the Equipment Schedule. Subject to the limitations set forth here within, TDS agrees to repair or replace, without charge, any defective part in equipment with a new or comparable rebuilt part during the term of the ESP. Replacement of parts shall not exceed the term of the ESP. Likewise, if TDS should replace the equipment covered under the ESP, the original equipment shall become property of TDS. Coverage under the ESP shall automatically transfer to the replacement product but shall not extend the term. Parts used by TDS to perform maintenance and repair service hereunder may be new, rebuilt or refurbished. Title to parts shall pass to Subscriber when the same are installed by TDS. Title to parts that are removed and replaced by TDS shall pass to TDS.
3. Service

For the fee set forth in a given Equipment Schedule from Technique Data Systems (TDS), will inspect and repair the equipment itemized on such Equipment Schedule, or provide such other services as described on the Equipment Schedule. Preventive maintenance which TDS deems necessary to maintain the equipment in reasonable operating condition will be provided. TDS may provide any preventive maintenance at the same time as TDS is providing other service on the covered equipment.
4. Terms of Payment

TDS shall divide the annual fee indicated on the attached Equipment Schedule into twelve (12) equal payments and shall submit a monthly written invoice to Subscriber which shall be paid in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.
5. Limitation of Liability
 - a) Notwithstanding any other provision of this agreement, the parties acknowledge and agree:
 - i) TDS is not an insurer;
 - ii) The payments provided for herein are based solely on the value of the goods and services provided and are unrelated to the value of subscriber's property or the property of others located on subscriber's premises or within the equipment;
 - iii) The providing of service and/or preventive maintenance does not guarantee the continued or uninterrupted operation of the equipment or connected systems; and
 - iv) In no event shall TDS be liable for losses or damage that subscriber sustains due to burglary, robbery, illegal activity, fire, flood, or other cause, or as a result of loss or compromise of data, systems or facilities, or for the mis-dispensing or loss of funds, documents, currency or other items of value. TDS shall not be liable for special, incidental, indirect or consequential damages of any kind or nature, or for loss of profits, income or business opportunity, whether any of such damages or losses arise under contract, tort, strict liability, or other form of action, and whether or not TDS has been advised of the possibility thereof.
 - v) In no event shall TDS be liable for losses that subscriber sustains due to computer malfunctions, network connectivity or computer monitor screen resolution issues that may affect the performance of covered equipment.
 - vi) TDS will provide a certificate of liability insurance upon request.
6. Term

The term of this Agreement shall be for the term set forth on the attached Equipment Schedule with TDS providing services starting on the commencement date which shall be the date the Customer Representative signs the Agreement as indicated on the attached Equipment Schedule.
7. Exclusions

The services to be provided for an annual service fee do not include:

 - a) service required as a result of abuse, misuse, electrical storms, power failures or fluctuations, acts of God, foreign objects, failure to follow user maintenance and operating instructions, or the failure of interconnected equipment, software or data not specified on an Equipment Schedule, including, but not limited to, wiring, conduit, or data transmission equipment or facilities;
 - b) lockouts or damages caused by war, public disorder, vandalism, illegal activity, fire, water or other liquids, burglary, blasting, mining, settling of foundations, expansion of doors or walls, loss of combinations or by imperfect changing of combinations or time locks;

- c) services required because of contact, modification, service, inspection, or tampering with equipment by non-TDS designated personnel, relocation of equipment, changes to configuration, software or data, installation of additional features, options or functions; major overhauls, or refurbishing the equipment;
- d) changing of any locks or combinations, or the replacement of keys unless specified on an Equipment Schedule;
- e) service outside the hours of coverage set forth on the Equipment Schedule. If no hours are set forth, coverage shall be from 8:30 a.m. to 5:00 p.m. CST at the site of the equipment, exclusive of Saturdays, Sundays, or holidays generally observed by state or local governments in the area where the equipment is located;
- f) malfunctions resulting from the use of software, media, supplies, and/or consumables which are not furnished by TDS or which do not meet standards set by the equipment manufacturer;
- g) service on equipment, components or other items that are no longer supported by TDS or the manufacturer, or
- h) setting, changing, securing or managing passwords or codes that can be used to access equipment, software, devices or facilities.

8. Software

- Equipment listed on the Equipment Schedule may require software or firmware to operate.
- a) Firmware updates released by the manufacturer are included in the ESP. Firmware may be updated remotely by TDS system engineers or on-site by a field engineer at TDS's discretion.
 - b) Currency templates are not considered to be a part of cash automation hardware. If a currency template is to be included in the ESP, it must be described in the Equipment Schedule as a separate item.
 - c) Security updates and hotfixes to computer operating systems located within equipment listed on the Equipment Schedule are the responsibility of the Subscriber. TDS is not responsible for damage of any kind resulting from security updates released by the operating system developer--e.g., Microsoft, Linux, Android

9. Other Services

Subscriber may from time to time request that TDS provide other services not included in the service plan for equipment described on a specific Equipment Schedule, or for which no Equipment Schedule has been completed. TDS will use reasonable efforts to provide such service at TDS's then current "time and material" rates. Any such service shall be subject to the provisions of this Agreement. Subscriber may request service or additional services pursuant to this provision by contacting TDS.

10. Termination

- a) This Agreement may be terminated by a party without liability as follows:
 - i) upon a material breach hereof by the other party if such other party has failed to correct, or commence and diligently pursue the correction of such breach within thirty (30) days after notice to such breaching party;
 - ii) if the other party is insolvent, makes a general assignment for the benefit of

- creditors, or commences voluntarily a petition under bankruptcy or similar laws or allows an involuntary petition to continue more than forth-five (45) days after filing; or
- iii) in the case of TDS, if Subscriber fails to make a payment when due.
- iv) without cause upon sixty (60) days written notice.

11. Confidentiality

TDS strives to maintain impeccable controls and safeguards when it comes to handling customer information. Our service staff is expressly trained to honor the confidentiality agreements that we have in place with our client institutions. TDS acknowledges that any and all confidential and proprietary information, data, and documentation, including business and financial information, and individual personal information of Subscriber and its agents, employees and customers are confidential and proprietary to Subscriber. TDS shall use confidential information only to perform the contract duties and for no other purpose whatsoever. TDS shall not disclose or permit access to confidential information to any third party without consent of Subscriber, and only if such person has legitimate need to know the confidential information to perform the contract duties. As TDS does not host or process data of any kind, be it of our client institutions or their end users, the SSAE17 auditing standard is not applicable. Since none of our products or services involve processes to which SSAE17 is applicable, a standard confidentiality agreement provides coverage against any liability and adequately addresses any concerns involving sensitive information.

12. Service by Others

- a) With respect to any Equipment Schedule covering equipment that is installed, de-installed, relocated, altered, or serviced by other than TDS representatives, TDS may require, as a condition to accepting or continuing the equipment for service coverage, that the Subscriber have TDS inspect the equipment (pursuant to Section 12) for damage and to assure that all manufacturer-recommended changes have been made and that the equipment is otherwise in good working order. Subscriber shall have TDS perform any required servicing or repairs recommended by TDS prior to the acceptance of the equipment for service coverage.
- b) TDS may, at its sole discretion, employ a third party service provider to assist with repair of equipment at any time. TDS will be solely responsible for compensating said service provider for any services or parts rendered. TDS is responsible for ensuring that any third party service provider is factory-trained on equipment, carries appropriate liability insurance, and adheres to all industry standard regulations and business practices.

15. Delay in Performance and/or Increase in Expenses

- a) TDS will not be liable for any delay in providing service that is caused by fire or flood, strikes, labor disturbances, riots, war, insurrection, acts of any governmental entity, delays in transportation, delays in procuring materials from third parties, unavailability of fuel or other supplies, or any other cause beyond the reasonable control of TDS. In the event of such occurrence, TDS's time for performance shall be equitably adjusted or cancelled if in TDS's reasonable judgment performance has been rendered not economically reasonable.
- b) If at any time during the term of this Agreement, TDS is required to obtain any site specific or any other license, permit, certification or authorization to perform the services for Subscriber, not already held by TDS, or if there is any change in applicable law, ordinance or regulation that materially increases TDS's cost to perform the services, then, upon giving Subscriber reasonable notice of such increase in costs and/or expenses, Subscriber shall be responsible to reimburse TDS therefor or otherwise to pay such increased costs and expenses.

16. Modification of Agreement

Except as provided herein, this Agreement may be waived or modified only by a writing executed by both parties. In the event of the addition or deletion of equipment from service coverage under this Agreement, or other modifications of Equipment Schedule(s) contemplated by this Agreement, TDS shall provide a new Equipment Schedule or other appropriate notice of a change to Subscriber. The provisions of such new Equipment Schedule or notice of change shall be deemed a part of this Agreement and legally binding upon Subscriber, unless Subscriber objects to TDS in writing within thirty (30) days of the issuance of the new Equipment Schedule or notice of change.

18. Obsolete Equipment

At any time during the term of this Agreement or any renewal or extended term hereof, TDS may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age,

volume of use, unavailability of necessary replacement parts or other reason or condition, which TDS may identify as extraordinary. Upon receipt of written notice

or such determination from TDS, Subscriber shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by TDS on a time and materials basis.

19. Electronic Signature/Governing Law

The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing. Customer agrees that any terms delivered with or notified to Subscriber by TDS regarding software items shall apply to and govern the use of such items. This Agreement shall not be binding upon TDS until accepted. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

20. General

- a) This Agreement and Equipment Schedule(s) constitute the entire agreement between the parties concerning any service provided by TDS to Subscriber, and no representation, inducement, promises or agreements not embodied herein shall be of any force or effect. Any purchase order or similar document issued by Subscriber shall be deemed issued only for Subscriber's internal administrative convenience and shall not become a part of this Agreement. This Agreement shall be binding in accordance with its terms upon the parties hereto, may not be assigned in whole or in part without the express prior written consent of the other party and any unauthorized assignment is void; however, TDS may assign this Agreement to a partner service company at any time or subcontract its duties under this Agreement without first obtaining Subscriber's prior consent thereto.

21. Commitment of Current Revenues

In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).



EXTENDED SERVICE PLAN Equipment Schedule

Customer Billing Information	
Company Name:	<u>Hidalgo County Tax Office</u>
Address:	<u>2804 S. Business Hwy. 281</u>
City, State, Zip:	<u>Edinburg, TX 78538</u>
Contact Name:	<u>Alex Bazan</u>
Contact Phone:	<u>956-292-7000</u>
Contact Email:	<u>alex.bazan@hidalgocountytax.org</u>

The services listed on this maintenance order are subject to the attached Tech Data Systems ESP terms and conditions. The information on this schedule takes precedence over the terms and conditions attached, to the extent of any conflict. Any additional equipment to be added and considered to be included as part of this equipment schedule may be submitted as "Exhibit A".

Model	Description	Location	Install Date	Terms	Price
CCR-1600	Cash & Coin Recycler	per above		1 year	\$3,900.00

All equipment listed includes a 90-day factory warranty. Service contract will start after warranty period ends.
 Service hours are M-F, 8AM-5PM CST
**Pricing listed does not include applicable sales taxes.*

CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD ALL PAGES OF THIS AGREEMENT.

TDS REPRESENTATIVE

CUSTOMER REPRESENTATIVE

Signature: _____
 Name: _____
 Title: _____
 Date: _____

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 Date: _____