



TECHNIQUE DATA SYSTEMS

1930 Alpha Drive Suite 300 • Rockwall, Texas 75087
Phone 800.856-8552 • Fax 972.722.6052 • Techdatasystems.com

TDS MASTER AGREEMENT FOR WEBB COUNTY TAX OFFICE

THIS TDS MASTER AGREEMENT (this "Agreement") is between Technique Data Systems. ("TDS") located at 1930 Alpha Drive Suite 300, Rockwall, Texas 75087 and WEBB COUNTY TAX OFFICE, 1110 Victoria Street, Laredo, Texas 78040.

General Terms

- This Agreement. In this Agreement, "we", "us" and "our" refer to TDS and "you" and "your" refer to WEBB COUNTY TAX OFFICE. This Agreement establishes the general terms applicable to your acquisition of "Products" from us. Products include "Hardware," "Software" and "Services" that are listed in the attached "Schedule #1" (the "Schedule") (for purposes of this Agreement, the term Software includes, but is not limited to, object code, source code, if any, and all documentation). Schedules will incorporate this Agreement by reference and will each constitute a separate contract.
- Our Obligation to Furnish Products. We will furnish Products and Software to you as listed in the Schedule.
- Payment. Prices for the Products will be set forth on the Schedule #1. \$31,243.00 (1/3) of the total \$10,414.34 (first payment) is due upon placing the order and you agree to pay the second payment of \$10,414.34 within (120) days and the final third payment of \$10,414.34 within 240 days of the first payment until the balance is paid in full. You agree to pay each invoice within 30 days after receipt of an invoice: (i) any sales or use taxes resulting from your acquisition of the Products (excluding taxes based on our net income.) We may add a late charge of 1.5% per month (or the highest amount permitted by law, whichever is less) to amounts not paid when due.
- Your Responsibilities. You agree to: (i) provide the operating environment for the Products in accordance with the specifications we provide; (ii) give us reasonable access to your facilities and personnel as necessary for us to perform our obligations; (iii) provide us with information that we may reasonably request to perform our obligations; and (iv) obtain any necessary governmental permit(s). (v) Sign and return prior to installation a Jaguar Software End User License Agreement (EULA). You agree we, TDS and Jaguar Software have a security interest in the hardware and software we provide to you, Webb County Tax Office, until you pay our invoices in full.
- Confidentiality. Technique Data Systems shall hold and maintain as confidential all information concerning the business of WEBB COUNTY TAX OFFICE, WEBB COUNTY TAX OFFICE financial affairs, WEBB COUNTY TAX OFFICE customers, relations with clientele and employees, as well as any other information which may be specifically classified as confidential by WEBB COUNTY TAX OFFICE.
- Acceptance. After the Hardware and Software is installed, you may conduct such acceptance testing as you deem necessary to determine that the Products conform to their warranties. "Acceptance" will occur after the units have been installed and verified working by WEBB COUNTY TAX OFFICE. If you notify us of a defect, we will promptly correct that defect or present a plan that is reasonably acceptable to you for correcting it. We will not be otherwise liable for your rejection of the Products. At TDS request, WEBB COUNTY TAX OFFICE will execute a written acknowledgement of the installation date(s) for each Equipment and/or Software Solution transferred or licensed, respectively, listed in Schedule.
- Cancellation. You may cancel the Schedule within 5 days after your execution thereof by giving us written notice before products are received and/or we start to perform services (including non-chargeable custom modifications provided at your request). We may permit cancellations after 30 days but may impose a cancellation charge equal to the greater of our actual out-of-pocket costs through the date of cancellation or up to 25% of the total amount of the Schedule, which you agree represents liquidated damages and not a penalty, for any such cancellation after the thirty (30) day period caused by WEBB COUNTY TAX OFFICE.

8. Miscellaneous. Each contract evidenced by the Schedule and this Agreement: (i) is the exclusive statement of the parties with respect to the subject matter thereof and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties; and (iii) shall be interpreted and enforced in accordance with the laws of the State of Texas. If any provision of this Agreement is unenforceable, the remaining provisions shall remain in effect. No waiver of the terms hereof (whether by course of dealing or otherwise) shall be effective unless in writing signed by the party to be charged therewith. Neither party may assign this Agreement without prior written consent, which will not be unreasonably withheld. Notices hereunder shall be given in writing by registered or certified mail, addressed to the parties at the addresses set forth above their signatures (or such other address of which the parties may subsequently notify each other). Although we may receive your purchase order forms, any preprinted terms thereon shall not be effective. In the event of conflict between this Master Agreement and the Schedule, the Schedule shall control (Schedules shall not, however, be deemed to amend this Master Agreement unless they do so explicitly). Neither TDS nor WEBB COUNTY TAX OFFICE shall, solicit, employ, or otherwise contract for the services of any employee of the other who has been or is at any time during this Agreement engaged in the sales, quotations, maintenance, service or repair of WEBB COUNTY TAX OFFICE equipment and / or software. This restriction shall be binding until (180) days after the termination of such employee's employment or for the period of sixty (60) months from the signed date.

Hardware and Software

9. Title and Risk of Loss. We agree to sell, and you agree to purchase, the Hardware and Software identified in the Schedule. Title and risk of loss pass to you upon written acceptance. You understand that we are not the manufacturer of the Hardware and Software. We shall have no liability whatsoever for personal injury (including death) or property damage caused solely by the Hardware and Software.

10. Installation. We will provide (at a minimal mutually agreed upon fee) installation of the hardware and software.

11. Hardware Warranty. Hardware is warranted as to performance and covered against infringements by the manufacturer. We will assist you in making any claims for Hardware warranty or infringement coverage.

Services

12. Standard of Care. We shall use due care (meaning compliance with industry standards) in providing Services to you and, shall use reasonable efforts to comply with your workplace rules with respect to Services provided at your site. If we fail to use due care in providing Services, we shall re-perform the same at our own expense, or, if we are unable to do so, refund the fees you have paid in respect thereof to the extent of damages from our failure.

Liability

13. Warranty Disclaimer. THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, AND WE SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES IN RESPECT OF THE PRODUCTS, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STATEMENTS MADE BY OUR SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

14. Our Indemnity of You. We agree to indemnify, defend and hold you harmless from and against all losses, costs and expenses (including reasonable attorneys' fees) arising from any third-party claim caused by us in the course of performance hereof.

~~15. Your Indemnity of Us. You agree to indemnify and hold us harmless from and against all losses, costs and expenses (including reasonable attorneys' fees) arising from any third party claim against you which is caused by your nonconforming use of the products; provided, however, we shall not be entitled to this indemnity for any matter described in Section 16; provided further that we shall not be entitled to this indemnity in any case where we are given the opportunity to participate in the defense thereof and are ultimately adjudicated to be liable to such third party by a court of competent jurisdiction.~~ by Steve Baxter SB 3.20.2018

16. Limitation of Liability. Our liability to you for any cause whatsoever, regardless of the form of action, whether arising in contract or tort (including, without limitation, strict liability and negligence), shall in no event exceed the lesser of: (a) your actual direct damages; or (b) an amount equal to the total amount paid by you under the applicable Schedule. The foregoing shall not, however, limit our liability for: (i) our indemnity obligations under Section 16; or (ii) our own negligence or willful misconduct. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES OR FOR LOST PROFITS,

REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBILITY THEREOF. No claim shall be brought under any Schedule more than two years after the cause of action accrued.

17. Force Majeure. Neither party shall be liable for failure to perform hereunder if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party vendors, civil disturbances or disorders, strikes or Acts of God.

Term

18. Term. This Master Agreement shall remain in effect until terminated by either party on written notice to the other. Termination shall not affect, and this Agreement shall remain in effect with respect to, Schedules entered into prior to termination. Termination shall not affect provisions which, by their nature, survive termination, such as the provisions in the "Liability" portion of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____.

CUSTOMER: WEBB COUNTY

By: Steve Baxter

By: 

Name Print: Steve Baxter

Name Print: Tano E. Tijerina

Title: President

Title: Webb County Judge

Technique Data Systems
1930 Alpha Dr.
Suite 300
Rockwall, TX 75087

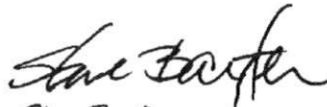
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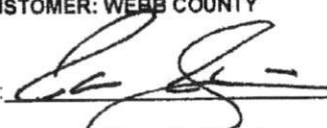
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**SCHEDULE #1 TO TDS MASTER AGREEMENT BETWEEN
TECHNIQUE DATA SYSTEMS AND WEBB COUNTY TAX OFFICE
Jaguar Tax Payment Processing Software**

Customer Information	
Customer <u>Webb County</u>	Accounting System: <u>EZ Tax</u>
Contact <u>Norma Farabough</u>	Number of Coupon Types: <u>1</u>
Address <u>1110 Victoria Street</u>	Transactions Per Month (avg): <u><10000</u>
City, State, ZIP <u>Laredo, TX 78040</u>	Bank: <u>Commerce Bank</u>
Phone <u>956-523-4217</u>	Additional Offices: _____
Email: <u>nfarabough@webbcountytx.gov</u>	Web Site Address: _____

Software Module	Unit Cost	Quantity	Extended Price	Annual Maintenance
MI Payment Processing System (Capture-Repair-Reseach-Report-Deposit)-L1	\$ 8,775.00	0	\$0.00	\$0.00
MI Payment Processing System (Capture-Repair-Reseach-Report-Deposit)-L2	\$ 6,775.00	0	\$0.00	\$0.00
MI Payment Processing System (Capture-Repair-Reseach-Report-Deposit)-L3	\$ 5,775.00	1	\$5,775.00	\$1,400.00
MI Payment Processing System (Capture-Repair-Reseach-Report-Deposit)-L4	\$ 3,775.00	0	\$0.00	\$0.00
MI-PPS Archive Software (Requires Customer Supplied SQL DB)-L1	\$ 4,450.00	0	\$0.00	\$0.00
MI-PPS Archive Software (Requires Customer Supplied SQL DB)-L2	\$ 3,450.00	0	\$0.00	\$0.00
MI-PPS Archive Software (Requires Customer Supplied SQL DB)-L3	\$ 1,450.00	1	\$1,450.00	\$400.00
MI-PPS Archive Software (Requires Customer Supplied SQL DB)-L4	\$ 850.00	0	\$0.00	\$0.00
CAR/LAR & IQA100K Items / Year	\$ 313.00	1	\$313.00	\$70.00
ICR / Barcode100K Items / Year	\$ 125.00	1	\$125.00	\$30.00
MI Research PPS (Single User)	\$ 750.00	0	\$0.00	\$0.00
MI-Web with Research(Unlimited Research User)(Customer Supplied IIS)	\$ 3,750.00	0	\$0.00	\$0.00
MI-Web Clerk Application (Includes 5 Client Licenses)	\$ 1,850.00	0	\$0.00	\$0.00
MI-Web Clerk Client License (Five user pack)	\$ 750.00	0	\$0.00	\$0.00
MI-Web File Application (Unlimited User)	\$ 1,500.00	0	\$0.00	\$0.00
CD/DVD Archive	\$ 1,450.00	0	\$0.00	\$0.00
CD/DVD Distribution	\$ 2,275.00	0	\$0.00	\$0.00
MI-DMV Module Above 1.0M Population (L1)	\$ 22,500.00	0	\$0.00	\$0.00
MI-DMV Module 999K - 500K Population (L2)	\$ 13,500.00	0	\$0.00	\$0.00
MI-DMV Module 499K - 100K Population (L3)	\$ 8,500.00	0	\$0.00	\$0.00
MI-DMV Module Below 99K Population (L4)	\$ 3,500.00	0	\$0.00	\$0.00
ePM Module (Can also be used to import Credit Card payment files)	\$ 1,150.00	0	\$0.00	\$0.00
ePM Transaction Fee (Invoiced Monthly)	\$ 0.15			
MIRepair (License - Repair ONLY)	\$ 1,950.00	0	\$0.00	\$0.00
MI Payment Processing Station (Capture-Repair-Research-Report)	\$ 3,875.00	1	\$3,875.00	\$870.00
MI Gateway Module	\$ 2,975.00	0	\$0.00	\$0.00
MI Host Image Presentment	\$ 1,950.00	1	\$1,950.00	\$450.00
MI Image Export Utility	\$ 1,235.00	0	\$0.00	\$0.00
MI-Accounting Interface (Per posting file type configured)	\$ 1,235.00	1	\$1,235.00	\$300.00

Level pricing is based on population. Software Subtotal: **\$14,723.00** **\$3,520.00**

Hardware	Unit Cost	Quantity	Extended Price	Annual Mtc.
Canon CR-190III High Speed Check & Coupon Scanner	\$ 2,750.00	2	\$ 5,500.00	\$ 998.00
Syntron Check & Coupon Jogger	\$ 398.00	2	\$ 796.00	\$ 75.00
	\$ -	0	\$ -	
	\$ -	0	\$ -	
Hardware Subtotal:			\$ 6,296.00	\$ 1,073.00

Professional Services ¹	Rate	Qty	Extended Price
Project Management	\$ 750.00	1	\$ 750.00
System Customization (includes one coupon)	\$ 750.00	1	\$ 750.00
System Customization additional coupon	\$ 500.00	0	\$ -
Accounting System Interface configuration (per interface)	\$ 300.00	1	\$ 300.00
Bank Interface configuration (per interface)	\$ 350.00	1	\$ 350.00
ePM System Configuration (includes ePM Set-up fee)	\$ 500.00	0	\$ -
Remote Training (per day)	\$ 750.00	0	\$ -
Onsite Training (per day)	\$ 1,500.00	2	\$ 3,000.00
Onsite Installation (per day)	\$ 1,500.00	1	\$ 1,500.00
Custom Programming (per day)	\$ 1,500.00	0	\$ -
Professional Services Subtotal:			\$ 6,650.00

Investment Summary

Software =	\$ 14,723.00
Hardware =	\$ 6,296.00
Professional Services =	\$ 6,650.00
Annual Maintenance=	\$3,574.00
Total Investment =	\$ 31,243.00

*Does not include applicable sales taxes.

Equipment will be delivered at installed at the following location(s):
Webb County Tax Office
1110 Victoria Street
Laredo, TX 78040

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Notes and Comments

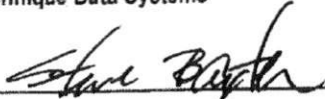
- 1) Manufacturing lead time for all equipment is 30 – 60 BUSINESS days.
 - 2) Investment amounts include the following:
 - a) Based on free and clear access for delivery and installation of equipment.
 - b) All necessary insurance coverage.
 - 3) All labor quoted as NON-UNION labor.
 - 4) Delivery and Installation is quoted based on STANDARD Installation. If OVERTIME installation is required, then a separate quote would be required based on the overtime installation requirements.
 - 5) Work to be performed Monday through Friday, 8am – 5pm (Bank Holidays excluded).
 - 6) Structural feasibility study, floor preparation (if necessary) by others.
 - 7) All engineering and structural permits, approvals, and work by others.
 - 8) Jobsite preparation is the responsibility of others.
 - 9) All alarm devices and connections by others.
- Standard Installation Conditions:
 - Free, clear and easy access.
 - All equipment must fit through an existing passageway.
 - Nonunion labor
 - Not included in standard installations:
 - Permits, licenses, certificates or inspection fees.
 - Troubleshooting problems that are unrelated to equipment being installed.
 - Telecommunications/Network problems.
 - Repairs or damage due to Acts of Nature or outside influences (vandalism, outside power, communications, etc.)
 - Job-site security, such as guards.
 - Extended delays/return trips due to outside causes (improper contractor scheduling, changes in scope of work).
 - No wire, wire pulling, conduit installation, lane modifications, wall openings or any other construction related modifications required, unless noted otherwise.
 - All site preparation to be provided by the customer, meeting the requirements stated on TDS product specification sheets.
 - High voltage connection or terminations.
 - Disconnect, reconnect, modification or moving of existing equipment -ATMs, alarms, video, safes, Safe Deposit boxes, and Safe Deposit box numbering, unless noted otherwise,
 - Phone communications equipment or computer terminals.
 - Training in excess of normal product instruction.

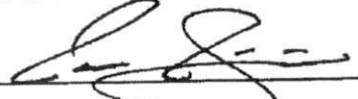
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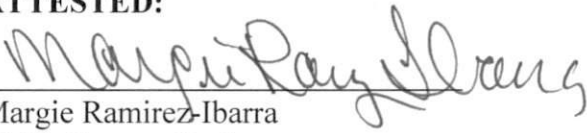
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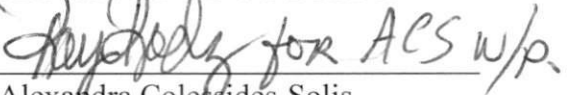
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 - Training in excess of normal product instruction.

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk



APPROVED AS TO FORM:


Alexandra Colessides-Solis
Webb County Civil Legal Division Director

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court
On March 26, 2018; item no. 6c.