

**ALLDATA**® Automotive Information System Service Agreement  
 ALLDATA REPAIR, MANAGE & MARKET  
 1800 W. Tustin Drive, Bldg. 200, CA 92781 Phone: (800) 826-3727 Fax: (800) 826-3526

Date: 9/15/10 Rep Name: W. JACIA Rep Signature: [Signature] Region: WV

Company: WISE COUNTY SHERIFFS DEPT Business Phone: 970-607-5971  
 Address: 100 ROCK HANSEN DRIVE Business Fax: 970-607-3797  
 City: DECATUR Email Address: GMEZCO SHERIFF, G. WISE  
 State: TX Zip Code: 76834 Corporation:  Partnership:  LLC:   
 Country: USA Fed Tax ID: \_\_\_\_\_ Sole Proprietor:  Govt/Educ:   
 Authorized Signer: Bill McElhaneey Year Bus Established: \_\_\_\_\_  
 Title Name: Bill McElhaneey of Auth Signer: \_\_\_\_\_  
 Additional Contact: \_\_\_\_\_

Personal Credit Information (Home Address, NOT Business Address): \*Required if sole proprietor  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State / Prov: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_ DOB: \_\_\_\_\_ SSN: \_\_\_\_\_

Payment method for Subscription Fees: I agree to Automatic Monthly Payment Deductions: Accept  Decline   
 Automatic Monthly Payment Deduction Method: BPT  CC  Name on Account: \_\_\_\_\_  
 EFT: Must provide account number & routing number of the bank account that will be used  
 Account Number: \_\_\_\_\_ Routing Number: \_\_\_\_\_

Credit Card (Type): \_\_\_\_\_ As per Payment Card Industry Standards, you will be contacted by ALLDATA to obtain CC Information  
 P.O. \_\_\_\_\_ Sales Promo Code: GOVERNMENT

Product: ALLDATA Repair Series Online Format  ALLDATA Repair Series Disc Format   
 Monthly Payments:  \*ALLDATA Repair Series is online only, all states

1. Coverage Type: All Makes  Domestic  Import  European  Asian   
 Online Estimating Key Only - No Charge  Online Estimating w/Service Advisor DVD / Key @ \$10.00 / month  SUB PRICE: \$ 150.00

2. Keys: Additional keys are optional based on desired operation Key Type: USB  For Online Accounts, please indicate Keys are Required: Y  N   
 # Keys ordered: \_\_\_\_\_ at \$ \_\_\_\_\_ each PAR \_\_\_\_\_ KEYS REQUIRED FOR KEYS: \_\_\_\_\_

3. Service Advisor Subscription (Note - Current Data Subscription is Required):  
 Total SA's: # Data Ordered: \_\_\_\_\_ at \$ \_\_\_\_\_ each SA FORMAT: DVD

4. Additional Local Access Points (per site)\*\* Number of PC's\*\*\* \_\_\_\_\_  
 Add'l Access Points Required: 1 # Access Points Ordered: 1 at \$ \_\_\_\_\_ \*One (1) access point (node) provided at no charge with each subscription  
 TOTAL FOR LOCAL ACCESS POINTS (per site) \_\_\_\_\_  
 Additional Products: 5. MARKET:  \$ \_\_\_\_\_ 6. MANAGE BASIC:  \$ \_\_\_\_\_ 7. MANAGE ELITE:  \$ \_\_\_\_\_

Stand-Alone Products: 8. Market Series  \$ \_\_\_\_\_ 9. Manage Series:  \$ \_\_\_\_\_  
 Bundled Products: 10. Manage Basic & Market:  \$ \_\_\_\_\_ 11. Manage Elite & Market:  \$ \_\_\_\_\_

13. Subtotal of Monthly Fees: (Add Items 1 - 11) \$ \_\_\_\_\_  
 14. Sales Tax: \_\_\_\_\_ (1 - 11) \$ \_\_\_\_\_ Tax rate: \_\_\_\_\_ x Item 13

15. Total Monthly Subscription Fees: USD Currency Customer Initials: [Signature] TOTAL MONTHLY SUBS. FEES \$ \_\_\_\_\_  
 16. Total Initialization Fee: including tax where applicable Customer Initials: [Signature] TOTAL INITIALIZATION FEES \$ 150.00

Database Conversion: Y  N  (circle choice) including tax where applicable  
 Emission Data Disc - (1966-1981) (Note - Current Data subscription is required): \*\*CALIF. ONLY\*\*  
 # ED's Ordered: \_\_\_\_\_ Emission Data Disc Paid Upfront: \_\_\_\_\_

Entirement to for a minimum term of twelve (12) months. Addendum attached must be signed to be valid.  
 Customer agrees to pay the subscription fees as set forth in this Service Agreement. If the contract is declared in default for any reason, the full contract amount becomes due and payable.  
 becomes due and payable. If you terminate or cancel your ALLDATA account, the full contract amount becomes due and payable.

https://srv-pdc/exchange/gomczg/Inbox/WISE%20COUNTY%20SHERIFF%27S%20DEPT--AL... 9/23/2010

Bill McElhaneey  
County Judge  
10/07/10

## TERMS &amp; CONDITIONS OF USE

updated 8/09/10

1. ALLDATA's payment terms are net 30 days from ALLDATA's invoice date. Invoices and subscription data are determined by order acceptance date. The first monthly invoice will be due thirty (30) days from initial order acceptance and monthly thereafter. EFT or credit card payments will be charged on the date of the invoice(s). Late payments may be charged a late fee of 1.5% per month or the maximum amount allowed by law, whichever is less. With respect to any credit card payment, Customer agrees to pay all charged amounts according to the credit card issuer agreement.
2. Customer is responsible for providing computer(s), operating system software, and internet connection (if necessary) to use the product.
3. Customer is responsible for timer key replacement charges (US \$85.00 per key).
4. Customer agrees to be bound by the Terms and Conditions of Use contained in the Product. The Terms and Conditions of Use are displayed upon installation of the Product and must be "Accepted" before access to information is granted. Continued use of the Product (Software, Data and/or Documentation) constitutes your acceptance of any changes made by ALLDATA to these Terms and Conditions of Use as they may be amended from time to time. The Terms and Conditions of Use can be viewed at the following internet location: <http://www.alldata.com/terms/index.htm>
5. The ALLDATA key enables access to:
  - (i) Disc or other media based product (excluding the online version) information in the product is accessible based on subscription status. One key is included with disc or other media based product (excluding the online version) subscription.
  - (ii) Online product; one (1) key is available upon request with Online subscriptions.
 Customer's key will remain active as long as customer's account is current, and in compliance with all Terms and Conditions of Use.
6. Online subscription includes one (1) initial access point, to be used at a single location. Two (2) additional access points (nodes) are available at no charge.
7. End of term options: At the end of the initial 12 month term and monthly thereafter Customer may elect in writing to:
  - (i) cancel the subscription with a thirty (30) day prior notification and return the key(s), if applicable, within thirty (30) days. All product access will cease upon cancellation.
  - \* ALLDATA Repair Online Customer: Cancel the subscription to the online product with a thirty (30) day prior notification provided that all keys are returned and that there has been no disc or other media access within the prior thirty (30) days. Upon cancellation of the subscription, no further access will be granted to the ALLDATA Online database or any associated options.

**There is no buyout option for any ALLDATA Online Products**

If Customer does not so elect one of the options above, the subscription will continue on a month-to-month basis until cancelled by either ALLDATA or Customer.
8. ALLDATA reserves the right to raise subscription fees in an amount not to exceed 6% annually. National account customer rates will be defined under the appropriate national account agreement. ALLDATA may offer additional products to its base product which will be available for additional subscription fee.
9. This Agreement shall not be binding on ALLDATA until it is accepted by ALLDATA's corporate office in Elk Grove, CA.
10. Customer hereby grants permission to ALLDATA to perform a credit check on provided personal or company information. If customer requires credit from ALLDATA for payments due hereunder, Customer agrees that its use of the Product signifies its agreement to the credit terms and conditions provided to Customer upon delivery of the Product.
11. Customer electing to use ALLDATA Market agree to abide by the Terms and Conditions of Use as detailed at: [http://www.proxar.com/proxar.com/proxar.com/press/press/press/press/terms\\_privacypolicy.asp](http://www.proxar.com/proxar.com/proxar.com/press/press/press/press/terms_privacypolicy.asp).
12. ALLDATA Manage and ALLDATA Market
 

If you terminate or cancel your ALLDATA Manage or ALLDATA Market subscription (each a "Subscription" or collectively "Subscriptions") before the expiration of the initial 12-month term then you agree to pay an early termination fee of \$250.00 ("Early Termination Fee") for each Subscription at each location.

You agree that the Early Termination Fee is not a penalty. The Early Termination Fee is also not intended as a penalty and applies only to the extent permitted by law. ALLDATA will not assess the Early Termination Fee if you choose to cancel your subscription in response to ALLDATA materially breaching this agreement.
13. Upon sale of Customer's business, the ALLDATA subscription may be transferred to subsequent owner only with ALLDATA's prior written permission and subject to the new owner's execution of a Subscription Transfer and License Agreement and ALLDATA's written permission. Current and/or new business owner(s) must contact ALLDATA regarding completion of the Subscription Transfer and License Agreement.
14. The license for the Product(s) is site specific. The Product may not be distributed for use across multiple locations without additional license purchase for each physical site. A physical site is defined as one physical building and/or address.
15. Automatic Payments
 

If you authorize ALLDATA to automatically debit or charge your account for the fees you owe in connection with the products selected, you authorize ALLDATA to continue to debit or charge such fees to the payment account on the payment schedule indicated on or after the payment day indicated until you revoke this authorization. You understand that you may revoke this authorization at any time by changing the billing method by contacting your ALLDATA Account Manager at 1-800-829-8727, subject to the additional requirements of the Terms & Conditions of Use up to and including loss of discounted pricing. You understand that you have the right to receive 10 calendar days written notice if the amount of any debit or charge authorized hereunder will vary from the amount of the immediately preceding debit or charge, but you agree to waive that right so long as the new payment amount does not exceed the prior payment amount by more than 6%. You acknowledge that debits or charges under this authorization must comply with U.S. laws.

ADDENDUM  
TO  
AUTOMOTIVE INFORMATION SYSTEM  
SERVICE AGREEMENT

This Addendum ("Addendum") modifies and amends the Automotive Information System Service Agreement ("Agreement") entered into on the 27 day of September, 2010, by Wise County ("You") and ALLDATA LLC ("ALLDATA").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties are agreed as follows:

1. Section 10 of the Agreement is deleted in its entirety and replaced with the following:

"To the extent You are authorized by state law, You will indemnify and hold ALLDATA harmless from any damages, liability and losses, and defend ALLDATA against any claim, suit or other proceeding brought against ALLDATA, arising out of or in connection with Your use, misuse, copying or distribution of the Product, Data or Documentation, provided ALLDATA notifies You of such claim, suit or proceeding and gives You reasonable assistance in the defense thereof. To the extent You are authorized by state law, You will pay all damages, costs, losses, and expenses arising from such claim, suit, or other proceeding."

2. The third and fourth sentences of Section 12 of the Agreement is deleted in its entirety and replaced with the following:

"This Agreement will be governed by and construed in accordance with the laws of the state of Texas without regard to the conflict of laws provisions thereof. You hereby waive your right to a jury trial. Both parties agree that the federal, state and local courts of Wise County, Texas, shall have sole and exclusive jurisdiction over any matter arising from or relating to these terms and conditions and/or the license granted hereunder."

IN WITNESS WHEREOF, You warrant and represent that this Addendum has been duly authorized by all necessary action and that this Addendum has been duly executed by and constitutes a valid and binding agreement on You.

**Wise County**

Print Name: Bill McElhanev

Authorized Signature: Bill McElhanev

Title: County Judge

Date: 10/07/10

~~ALLDATA LLC~~ ALLDATA LLC

Print Name: /

Authorized Signature: /

Title: /

Date: /

REMOVED AS TO LEGAL FORM  
DATE 10/11/10