

SERVICE AGREEMENT

THIS AGREEMENT for information technology products and services (hereafter the "Agreement") is entered into this 28 day of August, 2006 (hereafter the "Effective Date") by and between Wise County, Texas, a governmental entity (hereafter referred to as the "Client"), and ACS STATE & LOCAL SOLUTIONS, INC., a New York corporation, with its principal place of business located at 1800 M Street, N.W., Washington, D.C. 20036 (hereafter "ACS" or "Contractor"), referred to individually as Party and collectively as Parties.

In consideration of the mutual promises and covenants contained herein the Parties hereto agree as follows:

1.0 Products and Services

In consideration for the payments described in Section 2.0 hereof, Contractor will provide Client with the products and services described in the statement of work annexed hereto as Exhibit "A".

2.0 Compensation and Payment Provisions

Client shall make payments to Contractor for the products and services in the amount and at such times as are set forth in the payment schedule attached hereto as Exhibit "B". Client shall pay invoices within thirty (30) days of their issuance. Failure of the Client to make any payment within forty (45) days of receipt of invoice shall be deemed to be a material breach of this Agreement and shall be sufficient cause for termination of the Agreement.

3.0 Term

The initial term of this Agreement shall be three (3) years and will begin on the Effective Date and will end on Aug 27, 2009. The Agreement may be extended for two additional three (3) year terms, if requested by the Client, and agreed to by the Contractor, subject to terms and conditions that are agreeable to both Client and ACS.

4.0 Warranty

All services performed by Contractor for Client pursuant to this Agreement shall be performed in a timely, competent, professional and workmanlike manner by qualified personnel, and in accordance with (1) the specifications and requirements contained in this contract, and (2) generally applicable standards in the industry. All services that require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and, if required by law, appropriately licensed. Contractor shall furnish efficient business administration and supervision to render and complete the services specified hereunder. This warranty shall not cover: 1) any service defects or failures due or caused by third parties not authorized by ACS; 2) failures due to force majeure events; 3) product or software defects due or caused by third party manufacturers or vendors; and (4) failures resulting in loss of data or software.

In the event that any service provided under this Agreement is found to be non-compliant with the above warranty, ACS shall, in its discretion and for a period of sixty (60) days from the event(s) giving rise to the claim, either: a) correct the defective service item(s) at ACS's expense, or b) provide Client with an equitable adjustment in the contract price. The parties intend that either of the foregoing remedies shall constitute a complete and satisfactory remedy in the event of a covered service defect, and that such remedies shall constitute the sole and exclusive remedies available to Client for breach of ACS's service warranty. The parties have agreed that the remedies for breach of ACS's service warranty shall be limited to the foregoing, even in the event that such remedies may be found to have failed of their essential purpose. Client will be responsible for providing prompt written notice to ACS identifying any defect(s) with specificity. ACS will be provided a reasonable opportunity to investigate the matter, and to verify the existence of such defect(s), coordinating its activities with its subcontractors and vendors as appropriate.

THE LIMITED WARRANTY SET FORTH IN THIS SECTION IS MADE TO CLIENT EXCLUSIVELY AND IS IN LIEU OF ALL OTHER WARRANTIES. ACS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES HEREUNDER, IN WHOLE OR IN PART. ACS EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

If applicable, ACS shall, to the maximum extent allowable, pass-through to the Client all manufacturers' warranties provided by third-party hardware and commercial off-the-shelf software vendors for materials furnished under this Agreement. ACS shall provide all standard manufacturers' warranties, guarantees, and/or exchange policies for defective items, which are offered through the manufacturers themselves. ACS makes no other warranties whatsoever, express or implied, with regard to the hardware and commercial off-the-shelf software, in whole or in part. ACS explicitly disclaims all warranties of merchantability and fitness for a particular purpose.

5.0 Indemnification

ACS agrees to indemnify, defend, and hold harmless, the Client, its officers, employees and agents, from and against any and all loss or damages, including reasonable attorneys' fees, incurred by the Client, relating to the bodily injury or death of any person, or to damage to tangible real or personal property, directly arising out of or resulting from ACS's negligence or willful misconduct in the performance of this Agreement. If ACS's negligence combines with the Client's negligence or willful misconduct to cause injury, the Parties agree that liability will be apportioned as determined by a court of competent jurisdiction.

6.0 Limitation of Liability

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO CONTRACTOR HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF

INDEMNIFICATION, IN AN AMOUNT EXCEEDING ONE HUNDRED PERCENT (100%) OF THE FEES AND CHARGES PAID TO CONTRACTOR DURING THE PRECEDING TWELVE MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THIS LIMITATION SHALL APPLY EVEN IF SUCH A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Insurance

Throughout the term of this Agreement, Contractor shall maintain insurance written with an insurance company authorized to conduct business in the State where the services are performed, and Contractor shall provide standard insurance certificates to evidence such coverage to the Client no later than thirty (30) days following the Effective Date of this Agreement. Evidence of insurance will be issued on a standard ACORD form certificate of insurance.

8.0 Force Majeure

Neither Party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such Party.

9.0 Ownership of Data and Software

Client will retain all title, rights, and ownership of all data, including associated indexes, film, and other data created and/or acquired by use of any software system provided by ACS.

ACS retains all rights to its software, and Client may only use such software pursuant to the provisions set forth in this paragraph. Client recognizes that all proprietary ACS software and associated documentation, including but not limited to any software upgrades, modifications and customizations, provided hereunder will at all times remain the property of ACS. If required to do so pursuant to the statement of work (Exhibit "A"), ACS hereby grants to Client a nonexclusive and non-transferable license to use and configure the software products delivered solely for Client's internal operations for the term set forth in this Agreement. This limited license does not include the right to sublicense the software, and Client agrees that it shall not (i) cause or permit reverse compilation or reverse assembly of all or any portion of the software; (ii) distribute, disclose, market, rent, lease or transfer to any third party any portion of the software products, and (iii) export the software products in violation of U.S. Department of Commerce export administration regulations.

10.0 Confidential Information

The Parties acknowledge that in the course of performing their responsibilities under this Agreement, they may be exposed to or acquire information which is proprietary and confidential to the other Party or its affiliated companies or their agents. Any and all information of one

Party in any form obtained by the other Party or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party. The Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the provision of services hereunder, and to advise each of their employees, agents and representatives of their obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The Parties shall use their reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.

Notwithstanding the obligations set forth in the previous paragraph, the confidentiality obligations of the Parties shall not extend to information that:

- (a) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party;
- (b) was known to the receiving Party as of the time of its disclosure;
- (c) is independently developed by the receiving Party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party; or
- (e) is required to be disclosed pursuant to court order or other governmental authority, whereupon the receiving Party shall provide notice to the disclosing Party so as to allow the disclosing Party to take appropriate steps to protect its interests.

11.0 Termination

11.1 Default by ACS: If ACS defaults in the performance of any of its obligations under this Agreement for a period of forty-five (45) days after the sending of notice to the address on this Agreement that it is in default, Client may, at its option, terminate the Agreement by delivering written notice to ACS at the address in this document, and paying ACS all sums due under this Agreement to the initial date of the default. Upon termination or cancellation of this Agreement, all equipment, software, and other ACS-owned material will promptly be returned to ACS.

Notice to Client: Wise County Clerk
Honorable Sherry Parker-Lemon
P. O. Box 359
Decatur, TX 76234

- 12.5 Assignment:** This Agreement shall be binding on the Parties hereto and their respective successors and assigns. Except for the Contractor's right to assign the performance of this Agreement to an ACS Corporate Affiliate, neither Party may, or shall have the power to, assign this Agreement without the prior written consent of the other. Such consent shall not be unreasonably withheld.
- 12.6 Modification:** This Agreement can be modified by written documentation signed by both Parties.
- 12.7 Waiver:** A waiver of any part of this Agreement shall not be a waiver of the entire Agreement.
- 12.8 ACS Responsibility for Taxes:** For so long as the Client is exempt from property, sales and use taxes, such taxes shall not be included in invoices submitted to the Client pursuant to this Agreement. The Contractor may be considered a limited agent of the Client for the sole purpose of it too being able to purchase such goods or services tax-free. Should the Contractor be required to pay taxes by determination of a proper taxing authority having jurisdiction over this matter, the Contractor will be reimbursed by the Client for such payment on a direct-cost basis.
- 12.9 Delivery:** Contractor shall arrange for delivery of all hardware to the appropriate Client installation site(s) in accordance with the Statement of Work (Exhibit "A"). Shipment of the hardware shall be F.O.B. the Client's receiving point at the installation site(s). Contractor shall pay all reasonable transportation and insurance charges for the hardware up to the Client's receiving point at the installation site(s).
- 12.10 Risk of Loss & Title:** Contractor shall bear the risk of loss or damage to the hardware while in transit to the Client's premises and the installation site(s). The Client shall bear all risk of loss or damage to the hardware after delivery to the installation site(s), unless such loss or damage is due to the negligence or willful acts of Contractor, its employees, agents, representatives or subcontractors.
- 12.11 Independent Contractor Status:** Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of the services for Client under this Agreement. At no time during the performance of this Agreement, or within one year from any termination or the contract expiration, shall the Client solicit and hire any of Contractor's or Agents' employees. Nothing herein shall operate to preclude a party from advertising employment opportunities to the general public and entertain candidates there from.

12.12 Attachments: Attached to and made part of the Agreement are the following:

- EXHIBIT "A" Statement of Work
- EXHIBIT "B" Compensation and Payment Provisions

12.13 Survival: The terms of Sections 6 (Limitation of Liability), 9 (Ownership of Data and Software), and 10 (Confidential Information) hereof shall survive the expiration or termination of this Agreement for a period of seven (7) years.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

ACS STATE & LOCAL SOLUTIONS, INC.

CLIENT

By: William G. Pfeiffer

By: R.R. Chase

Name: William G. Pfeiffer

Name: Richard Chase

Date: 8/30/06

Date: 8-28-06

EXHIBIT "A"

STATEMENT OF WORK

SERVICES

ACS will provide a land records management system and services and made part of this contract herein for the Cashiering, Recording, Indexing, Imaging and retrieval of Real Property documents. A list of the hardware and software necessary to be provided is included below.

SITE PREPARATION

Client will provide at its own expense a site adequate in space and design for the installation and operation of the hardware. Client shall be responsible to provide a site that is temperature-controlled and has the necessary electrical outlets, circuits and wiring for the hardware and electric current of sufficient quality and quantity to operate the hardware. Contractor has no duty to prepare the site for the installation of the hardware, but has a duty to give notice to client of any inadequate conditions, which it finds regarding the site.

CONNECTIVITY

ACS will provide the necessary network termination equipment (router) for high speed connectivity to facilitate the support of system and services. The Client will be responsible for the necessary data communication line, normally an internet DSL or Cable connection. A dial-up line is needed as a minimum.

INSTALLATION AND TRAINING

Contractor shall have the duty to install the hardware as needed at the site designated by Client. Contractor shall also have the duty to provide the adequate and necessary training of Client's employees for the operation of the above-described hardware and for the understanding of the use of the software. If requested by Client, Contractor will provide additional training to compensate for employee turnover, and to ensure Client's ability to fully utilize all hardware provided.

MAINTENANCE AND TECHNICAL SUPPORT

Contractor shall maintain the System and provide technical support between the hours of 7:00AM and 6:00PM CST. All maintenance costs are included in the monthly rental charge set forth herein. User agrees to contact Contractor immediately should equipment problems occur and to provide Contractor full and free access to the System. Contractor will respond in a timely manner to all calls from user. User also agrees to perform certain routine preventive maintenance functions (such as cleaning scanner rollers) as reasonably instructed by Contractor in order to keep the hardware clean and prevent accelerated deterioration.

CONSUMABLES AND SUPPLIES

Supplies and items that are considered consumable by the manufacturer are the responsibility of the Client. Any of these items requested of ACS will be billed and invoiced based on the current price list.

FREIGHT CHARGES

Freight charges incurred as a result of services such as shipping of; microfilm, archival prints, index merges and such will be shipped using ground freight services and will be the responsibility of the Client.

DATA EXPORT SERVICES

ACS will upon the request of Wise County provide data export services. Data export services include but not limited to: duplication of microfilm and electronic copies of indexes and images. Electronic copies of data will be provided on industry recognized standard media such as; backup tape, CD, DVD, magnetic hard drive. The specific media will be mutually agreed upon by client and contractor.

EQUIPMENT CONFIGURATION

Personal Computers:

Dell PE 2800 Dual 3.0Ghz 4gb 2 x 36 Raid1 4x73 Raid 5 15" FP	1	File Server
Dell SX280 w/ 20" FLAT LCD Windows XP Pro	5	Cash Station
Dell SX280 w/ 20" FLAT LCD Windows XP Pro	7	Public Inquiry
Dell GX280 CDRW w/ 20" FLAT LCD Windows XP Pro	2	Scan Station
Dell GX280 CDRW w/20" FLAT LCD Windows XP Pro	1	Admin. Station
Dell GX280 CDRW w/20" FLAT LCD Windows XP Pro	1	Clerk Station

Scanners:

Scanner - Fujitsu 4340C 34ppm 8x11 (710718)	1	Scanner
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Printers:

Laser Printer - HP 4250 (176100)	1	Laser Printer
Duplex Option - HP 4200 (546247)	1	Duplex Option
Receipt/Validator - Axiohm A758 serial/USB	5	Receipt Validator

Backup:

APC 1500 NET (861904)	1	UPS
APC Surge Protectors (093195)	11	Surge Protector
MAXTOR ONE TOUCH 300GB EXT HD (135325)	1	USB EXT Drive
Certance LTO2 Tapes 20PK (CLM400-20) (TD-261461)	1	Tape

Cash Drawer:

Cash Drawer Indiana (7-30490) (TD-253664) Dell BLK	2	Cash Drawers
Cash Drawer Cable RJ-11 to RJ-11 (2-10075) (TD-899691)	2	Cash Drawer Cable

Note: All prices quoted are valid for 60 days from date of proposal. Pricing may be subject to applicable, legally mandated local or state taxes.

* Minimum Specifications. Precise equipment configurations subject to technology advances and/or changes in vendor availability. For ACS supplied hardware, we purchase name brand equipment based on the reputation the company has in the IT marketplace. As an example we purchase Dell Personal Computers, Fujitsu scanners, and Hewlett-Packard printers. Being recognized industry standards, we accept the response times, print quality, and overall performance of this equipment as the best available in the marketplace.

EXHIBIT "B"

COMPENSATION AND PAYMENT PROVISIONS

ACS will invoice Wise County on a monthly basis for the identified services based on the following price schedule.

Service	Price
20/20 Perfect Vision Records Management System for Land Records and Vital Statistics	\$7,000.00 per month
Full Service Indexing – Priced Monthly Per Instrument	
1 - 100	\$3.98
101 - 200	\$3.94
201 - 1700	\$3.68
Image to Film/Archival Microfilm	\$.05 per image
Internet Hosting Services	50% of monthly charges

Data Export Services

One-Time Extracts for Periods Greater Than 1 yr.

System	Frequency	Image	Index	Price
20/20 Perfect Vision	One-Time	per image	Included	\$ 0.015
20/20 Perfect Vision	One-Time		per document	\$ 0.005

Note: A minimum charge \$50.00 applies.

Recurring Extracts

System	Frequency	Image	Index	Price
20/20 Perfect Vision	Monthly	per image	Included	\$ 0.02
20/20 Perfect Vision	Monthly		per document	\$ 0.01
20/20 Perfect Vision	Weekly	per image	Included	\$ 0.03
20/20 Perfect Vision	Weekly		per document	\$ 0.012
20/20 Perfect Vision	Daily	per image	Included	\$ 0.05
20/20 Perfect Vision	Daily		per document	\$ 0.015

Note: A minimum charge \$50.00 applies.

MISCELLANEOUS SERVICES

Service	Price
Microfilm Duplication 16mm Diazo 35mm Diazo	\$ 22.50/roll \$ 47.00/roll
Computerized Re-Indexing	\$2.70 per instrument
Book Recreation	\$300.00 per volume
Photostat Re-Creation and Digital Conversion	\$420.00 per volume
Microfilm to Image Conversion (includes linking and loading to system)	\$.55 per document
Scanning Services	\$ Special Pricing
Internet Hosting Services Charge for accessing images by public---\$1.00 per page	50% of monthly charges
Additional Retrieval Stations and License Fee	\$250.00 per month per station