

ALLDATA® Automotive Information System Service Agreement
ALLDATA REPAIR, MANAGE & MARKET

1000 W. Tenth Street, San Diego, CA 92161 Phone: (800) 828-3777 Fax: (800) 828-3776

Date: 9.15.10 Rep Name: W. J. J. J. Rep Signature: [Signature] Region: WJ

Company: WISE COUNTY SHERIFFS DEPT Business Phone: 940.607.5971
 Address: 100 HOOK LANSBY DRIVE Business Fax: 940.607.3797
 City: DECATUR Email Address: GOMEZ@SHERIFFS.WISE
 State: TX Zip Code: 76834 Corporation: Partnership: LLC:
 Sole Proprietor: Govt / Educ: Fed Tax ID: _____
 Country: USA Year Bus Established: _____
 Authorized: Bill McElhaneey Years _____ Months _____ at this address
 Signature: [Signature] of Auth Signer: _____
 Title Name: BILL MCELHANEY Additional Contact: _____

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

Payment method for Subscription Fees. I agree to Automatic Monthly Payment Deductions: Accept: Decline:
 Automatic Monthly Payment Deduction Method: EFT: 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:
 ALF: 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 SUB PRICE: \$ 150
 Online Estimating w/Service Advisor DVD / Key @\$10.00 / month \$ 10.00

2. Keys: Additional keys are optional based on desired operation Key Type: USB _____ Keys Required: Y _____ N _____
 Add'l Keys: # Keys ordered: _____ at \$ _____ each PAR _____ TOTAL FOR KEYS: _____

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

4. Additional Local Access Points (per site)** Number of PC's***: _____ **One (1) access point (node) provided at no charge with each subscription
 Add'l Access Points Required: 1 # Access Points Ordered: 1 at \$ _____ TOTAL FOR LOCAL ACCESS POINTS (per site)
 *Total number of Access Points (nodes) cannot be greater than number of PC's

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) (1 - 11) \$ _____
 14. Sales Tax: X Tax rate: _____ x Item 13 \$ _____

15. Total Monthly Subscription Fees: USD Currency Customer Initials: [Signature] TOTAL MONTHLY SUBS. FEES \$ _____
 16. Total Initialization Fees: including tax where applicable Customer Initials: [Signature] TOTAL INITIALIZATION FEES \$ 150

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

Enrollment is 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. If you terminate or cancel your ALLDATA subscription, the full contract amount becomes due and payable.

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

[Signature]
 Bill McElhaneey
 County Judge
 10/07/10

TERMS & CONDITIONS OF USE

updated 8/09/10

1. ALLDATA's payment terms are net 30 days from ALLDATA's invoice date. Invoice and subscription date 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 charges 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 \$88.00 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.html>
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 the 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. Customers electing to use ALLDATA Market agree to abide by the Terms and Conditions of Use as detailed at http://www.procarrange.com/program/actual/terms/proc_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 1%. 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, 2012, 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: /

APPROVED AS TO LEGAL FORM
BY NOTARY PUBLIC 10/11/12