

ALLDATA

Automotive Information System Service Agreement
ALLDATA REPAIR, MANAGE & MARKET

Date: 9.15.10 Rep Name: LU. JOTA Phone: (800) 425-3771
 Rep Signature: [Signature] Fax: (800) 425-3771
 Company: WISE COUNTY SHERIFFS DEPT Business Phone: 770-829-5971
 Address: 100 HOOK LAKE DRIVE Business Fax: 770-829-3771
 City: DECATUR Email Address: GENERAL.SHERIFF@WISE
 State: GA Zip Code: 76834 Corporation: Partnership: LLC:
 Sole Proprietor: Govt / Educ:
 Fed Tax ID: _____
 Year Bus Established: _____
 Years _____ Months _____ at this address
 Name: Bill McElhinney of Auth Signer: _____
 Name: Bill McElhinney Additional Contact: _____



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

Payment method for Subscription Fees. I agree to Automatically Identify Payment Deductions: Accept Decline
 Automatic Monthly Payment Deduction Method: A/P CC Name on Account: _____
 A/P: Must provide account number & routing number of the bank account that will be used

Credit Card (Type): _____ Account Number: _____ Routing Number: _____
 As per Payment Card Industry Standards, you will be contacted by ALLDATA to obtain CC information

Product: ALLDATA Repair Series Online Format ALLDATA Repair Series Disc Format
 ALF: Monthly Payment: ALLDATA Repair Series is online only, all online
 1. Coverage Type: All Makes Domestic Import European Asian
 Online Estimating Key Only - No Charge Service Advisor DVD / Key @ \$10.00 / month

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

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

4. Additional Local Access Points (per site): Number of PCs: _____
 Add'l Access Points Required: 1 # Access Points/Checkout: 1 at \$ _____
 *One (1) access point (node) provided at no charge with each subscription. TOTAL FOR LOCAL ACCESS POINTS (per site): _____

Additional Products: 6. MARKET: 6. SERVICE BASIC: 7. MANAGE ELITE:
 Stand-Alone Products: 8. Market Series: 9. Storage Series:
 Bundled Products: 10. Manage Basic & Market: 11. Manage Elite & Market:

12. Subtotal of Monthly Fees: (Add items 1 - 11) \$ _____
 14. Sales Tax: X (T - 11) \$ _____
 15. Total Monthly Subscription Fee: 1700.00 Customer Initials: [Signature]

16. Total Initialization Fee: (including tax where applicable) Customer Initials: [Signature] TOTAL MONTHLY SUBS FEES \$ _____
 Database Conversion: Y N (initials checked) including tax where applicable TOTAL INITIALIZATION FEES \$ 1500
 Includes Data Disc - 1944-P01 (Note: Current Date subscription is required). *LA (Y/N) Y*
 # ED's Ordered: _____ Estimation Data Disc Paid Upfront: _____

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 shall be due and payable.

<https://srv-pdc/exchange/gomezg/Inbox/WISE%20COUNTY%20SHERIFF%27S%20DEPT--AL...> 9/23/2010
Bill McElhinney
 COUNTY JUDGE
 10/07/10

TERMS & CONDITIONS OF USE

Updated 9/28/10

1. ALL DATA's payment terms are net 30 days from ALLDATA's invoice date. Invoice and subscription date are determined by order acceptance date. All invoices are subject to ALLDATA's 30-day terms unless stated otherwise. Payment terms are subject to change without notice. Payment terms are subject to change without notice. Payment terms are subject to change without notice.
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 liner (key replacement charges (US \$45.00 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/termsandconditions.html>
5. The ALLDATA key enables access to:
 - (1) Disc or other media based product (excluding the online version) information in the product is accessible based on subscription status. One key is provided with disc or other media based product (excluding the online version) subscription.
 - (2) 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) hard access point, to be used at a single location. Two (2) additional access points (keys) are available at an charge.
7. End of term options: At the end of the initial 12 month term and monthly thereafter Customer may elect in writing to:
 - (1) Renew the subscription for a thirty (30) day prior notification and return the key(s), if applicable, within thirty (30) days. All product access will remain active.
 - (2) Cancel the subscription. ALLDATA will provide a written notice of the cancellation with a thirty (30) day prior notification and return the key(s), if applicable, within thirty (30) days. Upon cancellation of the subscription, all future invoices will be charged to the ALLDATA Online database or appropriate system.
 There is no buyout option for any ALLDATA Online Products.

If Customer does not elect either 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 8% 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 collect, store, analyze, and disseminate personal or company information. If customer requires permission from ALLDATA for any reason, our representative, Customer Representative, is the sole point of contact for the product. Customer's agreement to the grant terms and conditions provided to Customer upon delivery of the Product.
11. Customer's consent to use ALLDATA Market agent is made by the Terms and Conditions of Use as detailed at: <http://www.alldata.com/termsandconditions.html#marketagent>
12. ALLDATA Market and ALLDATA Market

Every purchase of Service from ALLDATA Market or ALLDATA Market subscription (each a "Subscription" or collectively "Subscriptions") before the expiration of the initial 12-month term that you agree to pay an early termination fee of \$250.00 ("Early Termination Fee") for each Subscription at any time.

You understand that the Early Termination Fee is also not intended as a penalty and applies to the Early Termination Fee if you choose to cancel your subscription.
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 future business owner(s) must contact ALLDATA regarding completion of the Subscription Transfer and License Agreement.
14. The license for the Product(s) is not transferable. 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 1-800-820-8727, 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 product of any debit or charge authorized hereunder will vary from the amount of the immediately preceding debit or charge, but you agree to waive this right so long as the new payment amount does not exceed the prior payment amount by more than 5%. 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 ("ALLDATA") and ALLDATA LLC ("You").

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: /

FORMED AS TO LEGAL FORM
10/11/10

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 8 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-51430

Date Filed:
05/06/2016

Date Acknowledged:
ce-16-16

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ALLDATA LLC
ELK GROVE, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

WISE COUNTY SHERIFFS DEPT

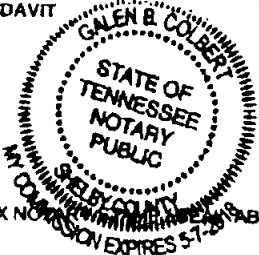
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

N/A
ALLDATA REPAIR - ALL MAKES DATA SUBSCRIPTION

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Mitchell Major
Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL ABOVE

Sworn to and subscribed before me, by the said Mitchell Major, this the 16 day of June, 2016, to certify which, witness my hand and seal of office.

Galen B. Colbert
Signature of officer administering oath

Galen B. Colbert
Printed name of officer administering oath

Notary
Title of officer administering oath