



SYSTEM SUPPORT AGREEMENT-BASIC Terms and Conditions

WHEREAS, Galveston County,(hereinafter, "CUSTOMER" and detailed in Exhibit 1) has purchased an **INFAX SYSTEM**, consisting of hardware and software for an Electronic Kiosk Information Display System; and WHEREAS, CUSTOMER desires INFAX INCORPORATED (hereinafter, "INFAX"), to provide system support (hereinafter, "SSA"); NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, the parties do hereby agree as follows:

1. SCOPE: INFAX will provide telephone and electronic assistance to help diagnose software and hardware problems with the system components covered by this SSA during regular business hours with a four hour response time. Covered equipment includes INFAX provided equipment and software in service as of the date of this agreement. CUSTOMER will provide technical description of problem by telephone or electronic mail. CUSTOMER will designate two (2) authorized contact persons whose names are listed in Exhibit 1. CUSTOMER shall have the right to change the authorized customer spokespersons upon written notice to INFAX. Additional services are detailed in Exhibit 2.

2. HARDWARE REPAIRS, REPLACEMENT AND SHIPPING: INFAX is not responsible for the cost of repairs, replacement or shipping of equipment. If required, INFAX will provide a cost estimate for each repair or replacement. Hardware will be covered by manufacturer's warranty.

3. CUSTOMER RESPONSIBILITIES: To receive support, CUSTOMER is responsible for complying with the following:

- Confirm that the matter is not the result of damage caused by third parties. CUSTOMER understands that we are not responsible for damage caused by power failures, cut network or power cables and other such third party influence.
- Data is backed up before beginning repairs. CUSTOMER understands that we are not responsible for any loss of software or data.
- Maintaining updated virus definitions and operating system security patches. CUSTOMER understands that we are not responsible for damage caused by viruses, hacking and other such third party influence. If required, INFAX will provide a cost estimate to repair damage caused by such events.
- To enable more efficient response by INFAX, CUSTOMER is encouraged to provide internet or dial-up access to system.

4. FEE: The annual fee for this SSA Agreement is \$3,100. Additional system components purchased by the CUSTOMER following the effective date of this agreement may be added to this agreement by written amendment. The fee will be adjusted to include the additional system components based on the suggested list price of the system components in effect at the time the system components are added to this agreement. At each annual renewal, the fee is subject to change by INFAX upon written notice to the CUSTOMER. Such fees shall be paid annually. All current fees must be paid in order for services to be rendered under this agreement.

5. LENGTH OF AGREEMENT: This agreement is for one year from the date of acceptance. Upon expiration of its initial term, INFAX at its option, may renew this agreement on a ninety day to ninety day basis at the prices, terms, and conditions then in effect.



6. CANCELLATION AND/OR DEFAULT UNDER THIS AGREEMENT:

Should any invoice under this agreement be unpaid for more than 15 days from due date, CUSTOMER's coverage under this agreement may be cancelled upon written notice from INFAX. INFAX may cancel this agreement upon 30 days written notice to the CUSTOMER prior to the end of any annual period. Customer may cancel this agreement with written notice to INFAX 30 days prior to any annual invoice date. A CUSTOMER who cancels their agreement or who has their agreement cancelled as a result of a breach of this agreement may at a later time renew the agreement and receive benefits of the agreement upon acceptance by INFAX of the payment of the quarterly fee for the agreement in effect at the time of renewal plus a reinstatement fee equal to the difference between the price of the hardware at the time of the CUSTOMER's original agreement and that prevailing at the time of renewal. If CUSTOMER does not pay the amounts due hereunder, breaches any other terms of this agreement, ceases doing business as a going concern, has a petition filed by or against it under any of the provisions of the Bankruptcy Code, makes an assignment for the benefit of creditors, or attempts an informal arrangement or composition with creditors, or if a receiver or any officer of the court is appointed to have control of any property, INFAX, in addition to any other legal remedies it may have, may terminate this agreement effective upon written notice. Further, INFAX may terminate this agreement effective upon written notice if the hardware is modified, damaged, or altered or serviced by other than employees or authorized agents of INFAX. FURTHERMORE IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES SUBJECT TO THIS AGREEMENT THAT AFTER CANCELLATION, DEFAULT, OR BREACH OF ANY OF THE CONDITIONS UNDER ANY OF THE TERMS OF THIS AGREEMENT, REINSTATEMENT OF THIS AGREEMENT MUST BE APPROVED BY INFAX.

7. INVOICING: The annual fee due hereunder shall be invoiced with the payment due under this agreement prior to the rendering of any services hereunder.

8. CONTINGENCIES: INFAX shall not be responsible for failure to render service due to causes beyond its control, including but not limited to, work stoppages, fires, civil disorders, riots, rebellions, acts of God, and similar occurrences.

9. GENERAL:

- A. TAXES: CUSTOMER agrees to pay all taxes, including state and local sales or excise taxes, however designated, levied or based on the service charges pursuant to this agreement.
- B. EQUIPMENT OPERATORS: CUSTOMER shall provide trained equipment operators.
- C. AVAILABILITY OF SERVICE: The services covered by this agreement are available only at locations within the United States and its possessions.
- D. NOTICES: All notices provided for under this agreement shall be as follows: to CUSTOMER, at the billing address as shown in Exhibit 1; to INFAX at Corporate Office.
- E. ASSIGNMENT: Customer cannot assign this agreement without the express written consent of INFAX.
- F. HEADINGS: The headings and titles of this agreement are inserted only for convenience and shall not affect the interpretation or construction of any of the provisions of this agreement.
- G. GOVERNING LAW: This agreement shall be governed and construed according to the laws of the State of Texas.
- H. EFFECTIVE DATE: This agreement shall be effective upon written acceptance by INFAX at its corporate headquarters.

10. DISCLAIMER: Other than the obligations of INFAX expressly set forth herein, INFAX DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. INFAX SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF THE SYSTEM OR THE LOSS OR USE OF THE SYSTEM OR ACCESSORIES ATTACHED THERETO.



11. CHANGE OF LOCATION: In the event that CUSTOMER shall move the SYSTEM, CUSTOMER must notify INFAX and INFAX must approve the new installation site in order for this agreement to remain in full force and effect.

12. ENTIRE AGREEMENT: This agreement shall become effective only after execution by CUSTOMER and INFAX as indicated below and delivery of a fully executed copy to CUSTOMER. This agreement is for INFAX supplied software only. Hardware is not included in this agreement. It is expressly understood that no other form of acceptance, verbal or written, will be valid or binding and that this agreement shall constitute the entire agreement between the parties with respect to its subject matter, irrespective of inconsistent or additional terms or conditions in CUSTOMER'S purchase orders, or in any other documents submitted to INFAX by CUSTOMER, or in any representations made by INFAX personnel.

INFAX, INCORPORATED

CUSTOMER

Signature: _____

Signature _____

Name: Daniel L. McWilliams _____

Name: **Mark Henry** _____

Title: CFO _____

Title: **County Judge** _____

Date: 09/30/2024 _____

Date: **October 14, 2024** _____



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SYSTEM SUPPORT AGREEMENT

Exhibit 1, Customer Information

Customer Name Galveston County

Service Address 722 Moody Avenue

City Galveston State TX Zip 77550

Billing Address Same as above

City _____ State _____ Zip _____

Customer Contact Person _____ Phone _____

Customer Contact Person _____ Phone _____

Period Covered by this Agreement: 10/1/24 – 9/30/25



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Exhibit 2, Additional services

Additional services to be provided under this agreement are as follows:

1. **Page Layout Updates/Customization:** INFAX will provide up to five revisions per year at no charge. (One design with up to two revisions.)
2. **Logo Integration:** \$300 per logo.