

## **AGREEMENT FOR RECORDS MANAGEMENT AND IMAGING SYSTEM**

This Agreement for Records Management and Imaging System (“Agreement”) is entered into by and between **KOFILE TECHNOLOGIES, INC.** hereinafter referred to as KOFILE, with offices located at 6300 Cedar Springs, Dallas, TX 75235, and **NUECES COUNTY, TX**, a government entity (“Client”), with offices located at 901 Leopard Street, Corpus Christi, TX, 78401. KOFILE and Client (each individually a “party” and collectively the “parties”) agree as follows:

### **1. TERM**

This Agreement will become effective on the date of full execution by the parties (the “Effective Date”) and shall continue for a period not to exceed six (6) months, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (the “Term”). At the end of the Term, the parties agree that this Agreement may be renewed for a mutually agreed upon period (“Extended Term”), subject to the termination provisions of this Agreement. Should Client execute a contract with Kofile to upgrade and replace the eCclipse System with the CountyFusion System or Vanguard System (“New Kofile System”), this Agreement may be terminated, early, upon the “go-live” date of the upgrade to the new Kofile System.

### **2. SERVICES**

During the Term of the Agreement, and consistent with the terms and conditions set forth herein, KOFILE will provide Client with the information technology products, software and materials (collectively, the “System”), and services (“Services”) described in the Statement of Work, annexed hereto as Schedule A.

### **3. PAYMENT**

Client agrees to pay KOFILE for the System and Services in accordance with the payment provisions set forth in Schedule A. KOFILE shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt.

### **4. SALES AND USE TAXES**

If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under to this Agreement. If KOFILE is required to pay taxes by determination of a proper taxing authority having jurisdiction over the Products or Services provided under this Agreement, Client agrees to reimburse the KOFILE for payment of those taxes.

### **5. CONFIDENTIALITY**

With respect to information relating to Client’s business (“Client Confidential Information”), KOFILE will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of KOFILE which KOFILE regards as confidential. However, KOFILE shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in KOFILE’ possession; (iii) is independently developed by KOFILE outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, KOFILE shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by KOFILE in the course of its services hereunder.

Client agrees that KOFILE' methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by KOFILE, which may be disclosed to the Client, are confidential and proprietary information ("KOFILE Confidential Information"). With respect to KOFILE Confidential Information, the Client shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Client regards as confidential. However, Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Client's possession; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on KOFILE Confidential Information; or (iv) is rightfully obtained from third parties.

KOFILE and Client shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, KOFILE's permitted subcontractors, or Client's permitted consultants on a need-to-know basis, without the other party's prior written consent.

## **6. PRODUCT AND SYSTEM OWNERSHIP AND USE RIGHTS**

KOFILE purchased and acquired the eCclipse Software System, System Design and Support Personnel and System Client Contracts from PropertyInfo Corporation effective December 1, 2016.

The System provided under this Agreement includes technical information, software programs, equipment, designs, specifications, drawings, documentation, reports, and other materials (individually and collectively "KOFILE Intellectual Property"). Client understands and agrees that all KOFILE Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of KOFILE. The provisions of this Section shall survive termination of this Agreement.

KOFILE hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the KOFILE Intellectual Property included in the System solely for the operations of Client, and only during the Term of the Agreement. KOFILE represents and warrants that KOFILE possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the KOFILE Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the KOFILE Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the KOFILE Intellectual Property without prior written authorization by KOFILE; and will not export any KOFILE software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

## **7. OWNERSHIP, USE, AND RETURN OF DATA**

All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or KOFILE or otherwise coming into the possession of KOFILE in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client will retain ownership of all data created by the use of the System. Any requirement for data conversion shall be included in the Services set forth in Schedule A.

## **8. RESPONSIBILITY FOR DATA BACKUP**

Prior to KOFILE providing the System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any instructions for data back-up provided by KOFILE. Under no circumstances will KOFILE be responsible for the loss of Client data or software.

## **9. PERFORMANCE AND SYSTEM WARRANTIES**

KOFILE warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards; (b) during the Term, any component of the System furnished to Client under this Agreement will be free from material defects and errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by KOFILE; and (c) the System delivered by KOFILE will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

The limited System warranty provided pursuant to clause “b” in the preceding paragraph shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by KOFILE; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by KOFILE; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by KOFILE; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give KOFILE prompt written notice that identifies each defect with specificity. KOFILE will investigate and verify each reported defect. Upon verification by KOFILE of a reported defect, KOFILE shall (as determined by KOFILE in the sole discretion of KOFILE) repair, replace, or otherwise correct each verified defect at no cost to Client.

Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, war, terrorism, civil disturbance, labor dispute, weather, or climate change; or other cause beyond the reasonable control of a party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. KOFILE MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SYSTEM COMPONENTS OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. KOFILE EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **10. TORT AND PROPERTY DAMAGE CLAIMS**

KOFILE shall defend, indemnify, and hold harmless the Client (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of

KOFILE. Client shall promptly notify KOFILE, in writing, of any claim and shall reasonably cooperate with KOFILE in the defense and settlement of the claim. Client shall defend, indemnify, and hold harmless KOFILE (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature form injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting from the negligent act or willful misconduct of the Client. KOFILE shall promptly notify the Client, in writing, of any claim and shall reasonably cooperate with Client in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

KOFILE AGREES TO DEFEND AN INDEMNIFY CLIENT IN THE EVENT OF A LAWSUIT OR OTHER ACTION, INCLUDING COSTS AND ATTORNEY FEES, AND PAY THE AMOUNT OF ANY ADVERSE FINAL JUDGEMENT (AFTER ANY APPEALS) OR SETTELEMENT TO WHICH KOFILE CONSENTS, FOR ANY CLAIM MADE BY AN UNAFFILIATED THIRD PARTY THAT THE SERVICES INFRINGE ANY UNITED STATES INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

## **11. INSURANCE**

KOFILE will provide evidence of its insurance coverage on a standard ACORD form certificate of insurance.

## **12. RISK OF LOSS OR DAMAGE TO HARDWARE**

KOFILE will bear the risk of loss or damage to any System component while in transit to Client installation site(s). Client will bear all risk of loss or damage to any System component after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of KOFILE, its employees, agents, or representatives.

## **13. LIMITATIONS OF LIABILITY**

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO KOFILE 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 THE FEES OR OTHER CHARGES PAID BY CLIENT TO KOFILE DURING THE THREE (3) MONTHS PRECEDING THE CLAIM. 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.

## **14. TERMINATION OF THE AGREEMENT**

If KOFILE materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within thirty (30) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to KOFILE of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other KOFILE-owned materials no later than

the effective date of termination and return the hardware, software, and other KOFILE-owned materials to KOFILE within thirty (30) calendar days after termination.

If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, KOFILE may terminate this Agreement for breach. Termination by KOFILE shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other KOFILE-owned materials no later than the effective date of termination and return the hardware, software, and other KOFILE-owned materials to KOFILE within thirty (30) calendar days after termination.

Either party may terminate this Agreement at the end of the Term or any Extended Term by providing sixty (60) calendar days written prior notice to the other party of the non-renewal of the Agreement.

This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to KOFILE if Client has failed to receive funds for the continued procurement of the System or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source.

## **15. RELATIONSHIP OF THE PARTIES**

This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. KOFILE and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. KOFILE shall not be restricted from providing systems or performing services for others and shall not be bound to Client except as provided under this Agreement.

## **16. NOTICES TO PARTIES**

Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be transmitted by facsimile, hand delivered, or mailed (first class postage prepaid) to the person indicated below. Each party shall notify the other, in writing, of any change in the designated addressee or related information.

### **To KOFILE:**

Kofile Technologies, Inc.  
6300 Cedar Springs  
Dallas, TX 75235

Attn: Kyle Chaney  
email: kyle.chaney@kofile.us  
Telephone: 214-442-6668  
Facsimile: 214-442-6669

### **To Client:**

Nueces County  
901 Leopard Rm. 303  
Corpus Christi, Texas 78401

Attn: County Judge

Telephone: 361-888-0444  
Facsimile: 361-888-0445

## **17. DISPUTE RESOLUTION**

It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures

outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of KOFILE and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

## **18. HEADINGS**

The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

## **19. SEVERABILITY**

If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

## **20. ASSIGNMENT**

This Agreement shall be binding on the parties and each party's successors and assigns. KOFILE may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of KOFILE. Any other attempt to make an assignment without prior written consent of the Client shall be void.

## **21. WAIVER OR FOREBEARANCE**

Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of

any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

## **22. INJUNCTIVE RELIEF**

The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of KOFILE; or solicitation of KOFILE employees or business customers may not be adequate for protection of KOFILE, and accordingly KOFILE shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

## **23. CUMULATIVE REMEDIES**

All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

## **24. SURVIVAL**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

## **25. GOVERNING LAW AND VENUE**

This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas, without reference to the principles of conflict of laws. Lawsuits brought solely for injunctive relief may be brought in any court of competent jurisdiction in Nueces County, Texas.

## **28. ENTIRE AGREEMENT**

The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

**IN WITNESS WHEREOF**, the undersigned authorized representatives of KOFILE and the Client have executed this Agreement.

**Kofile Technologies, Inc.**

Nueces County, TX

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:

Printed Name:

Title:

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
**County Clerk**

## SCHEDULE A STATEMENT OF WORK

<b>1 SERVICES:</b>			
<b>A</b>	<b>eCclipse System:</b> The eCclipse System is a recordation and document management system that receives and accounts for instrument recording fees and scans, indexes, stores and retrieves Official Public Records (OPR), Vital Records and support for eRecording.		
	<b>The eCclipse System includes the following propriety Software:</b>		
	(1)	Department Licensing	
	(2)	OPR	
	(3)	Vitals Records ( Birth, Death and Marriage Licensing)	
	(5)	Public Search Portal	
	(6)	Private Labeled Web Based Public Search	
	(7)	County Portal Access/Inquiry	
	(8)	Web Hosting	
	(9)	Integration of Systems	
	(10)	Cashiering	
	(11)	Indexing	
	(12)	Imaging / Batch Scanning	
	(13)	Tailored Reporting	
	(14)	Redaction	
	(15)	eRecording	
	(16)	Disaster Recovery & Redundancy	
<b>B</b>	<b>Maintenance and Support Services:</b> Kofile shall provide those services set forth in Section 7 below.		
<b>C</b>	Hardware and Third Party Software: Customer will provide Hardware and may utilize existing Hardware if Kofile confirms specifications will support eCclipse software. Kofile may provide certain Hardware and/or third Party Software necessary to run the eCclipse system for client.		
<b>2 ADDITIONAL DEFINITIONS FOR THIS SERVICE ORDER:</b>			
<b>A</b>	<b>Go Live Date</b> shall mean the date that Kofile has fully installed and tested the System and Customer has successfully processed a document through the System.		
<b>B</b>	<b>Level 1 Technical Support</b> shall mean technical support services for all non-outage system issues.		
<b>C</b>	<b>Level 2 Technical Support</b> shall mean technical support services for system outages that render the eCclipse System unable for County access.		
<b>D</b>	<b>Software</b> shall mean the eCclipse software, including all licensed modules identified in Section 1 above.		
<b>E</b>	<b>System</b> shall mean the Software and related services identified herein.		
<b>F</b>	<b>Hardware and Third Party Software</b> shall mean the hardware and software owned by third parties and licensed to Customer for which Kofile shall have responsibility to maintain and support under this Service Order, the License Agreement or otherwise. Kofile is only responsible for Hardware and/or Third Party Software support and maintenance on Hardware and/or Third Party Software provided by Kofile under this agreement.		
<b>G</b>	Kofile will support the existing eCclipse System hardware provided by Kofile in place currently to include replacement of broken hardware as necessary. Due to the short term nature of this agreement, Kofile will not upgrade hardware as new hardware would need to support the new application selected by the County.		
<b>3 TERM OF SERVICE ORDER:</b>			
Month to Month for a period not to exceed six (6) months from date of execution.			
<b>4 CUSTOMER BILLING ADDRESS:</b>			
	Street	901 Leopard Street Suite 201	Contact Kara Sands
	City and State	Corpus Christi, Texas	Telephone: (361) 888-0580
	Zip Code	78401	e-Mail: kara.sands@nuecesco.com
<b>5 ADDITIONAL TERMS:</b>			
<b>A</b>	<b>Additional Restrictions:</b>		
	(1)	No resell or sublicensing of Software or Kofile owned Third Party Software	
<b>B</b>	<b>Customer Obligations:</b>		
	(1)	<u>Notification.</u> Customer will immediately notify Kofile of any problem associated with any part of or function of the System.	
	(2)	<u>Limited Access.</u> Customer will use its best efforts to ensure the System is accessed and used for the purposes intended pursuant to this Service Order and the License Agreement and no other.	
	(3)	<u>Assistance.</u> Customer will work with Kofile to help diagnose and resolve hardware, 3 <sup>rd</sup> party software, and	

			system issues.
<b>6</b>	<b>MAINTENANCE AND TECHNICAL SUPPORT:</b>		
	<b>A</b>	<b>Software Support:</b> Kofile shall provide Software support during the Term of this Service Order to include:	
		Standard software maintenance consists of maintaining the status quo of the Software package, including bug fixes, enhancements to existing features and functionality, performance improvements for the software, and modifications to comply with current and future legislative requirements with solutions deemed appropriate by Kofile. Major enhancements would be new functionality or modules which the software does not currently perform. Major enhancements, as determined by Kofile, are subject to additional costs to be agreed to by the Parties.	
	<b>B</b>	<b>Technical Support:</b>	
	(1)	On-site and Telephone Customer Support Hours: Standard Hours: 7:00 am to 7:00 pm CT/CST, Monday through Friday, except for Kofile holidays.	
	(2)	<b>Service Level Agreement ("SLA"):</b>	
		Level 1	Kofile will respond via telephone during Standard Hours within one (1) hour of receipt of service calls placed through the Kofile provided toll-free number and within four (4) hours to requests submitted by email. Kofile shall make every reasonable attempt to perform repairs as soon as practicable and provide at least four (4) hour resolution to any application procedure issue.
		Level 2	Kofile will respond via telephone during Standard Hours within one (1) hour of receipt of service calls. Kofile shall make every reasonable attempt to perform repairs the same day of the response.
<b>8</b>	<b>HARDWARE, THIRD PARTY SOFTWARE, AND TECHNICAL REQUIREMENTS:</b>		
	<b>A</b>	<b>Technical and Hardware Requirements (Customer's Obligations):</b>	
	(1)	Customer will maintain the System in Customer's facility at the site of its original installation including any satellite offices in an industry standard technology environment, including, but not limited to, adequate and continuous power supply and cooling. In the event of emergency, Customer will provide Kofile notice upon realization of necessity to move system. Should Customer choose to move system for preference or convenience, Customer will provide 15 days' notice. Customer and Kofile will collaborate on such actions.	
	(2)	In order to provide access to the Internet, county agencies, e-mail, and courts, Customer will provide Kofile with access to and/or integration with the existing Customer domain structure or a trust relationship will need to be created between the Customer's existing domain and the new Customer clerk's domain, if a separate domain is deemed appropriate. The Parties will ensure cooperation between the Customer's IT support staff and Kofile's IT support staff to accomplish mutual goals.	
	(3)	Hardware warranties, repairs, upgrades and replacement: Kofile will be responsible for all costs associated with maintaining Hardware manufacturer warranties, repairs, and replacement when required for the equipment purchased through Kofile.	
	(4)	The County will also be responsible to provide a DSL internet connection (512K or better).	
	<b>B</b>	<b>Consumables.</b> Customer has the sole responsibility and cost for all supplies including, but not limited to, paper, printer ribbons, scanner pick rollers, scanner maintenance kits, ink, or toner, back-up tapes, etc.	
<b>9</b>	<b>FEES:</b>		
	Kofile will invoice client at a rate of \$1.67 per document filed on a month to month basis for a period not to exceed six (6) months from date of execution.		