

January 22, 2024

Honorable Mary Louise Nicholson
Tarrant County Clerk

Critical Records Management

**Tarrant County Clerk - Book Preservation and
Archival Digitization**

SUBMITTED BY:

Miriam Gray
Account Executive
miriam.gray@kofile.com
(214) 763-7490

Kofile 

6300 Cedar Springs Road, Dallas, TX 75235

p: 214.442.6668 | f: 214.442.6669

info@kofile.com | www.Kofile.com

Tarrant County Clerk

Book Preservation and Archival Digitization

PROJECT PRICING

This project is presented via TXMAS Contract No. **TXMAS-23-92001**. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. Pricing is based on estimated page counts and condition levels. Pricing is finalized upon review at the Kofile lab. Specific volumes for services are set forth in Appendix A.

Tarrant County					
Project Overview					
Record Series	Number of Volumes	Est. Page Count	Level of Service		Estimated Total
			PRV	IM	
Clerk's File Docket	111	75,602	\$478,560.70	\$81,725.76	\$559,908.41
Index to Criminal Case County Court	42	29,400	\$223,146.00	-	\$223,146.00
Index to Marriages	34	21,760	\$165,158.40	-	\$165,158.40
Lunacy Records	40	27,060	\$261,670.20	\$29,251.86	\$290,922.06
Probate Minutes	185	118,400	\$748,880.00	\$122,007.04	\$870,887.04
Mental Illness Record Temporary	31	36,000	\$348,120.00	\$26,100.00	374,220.00
Discharge Records	110	69,640	\$440,473.00	-	\$440,473.00
PROJECT TOTAL			\$2,665,630.25	\$259,084.66	\$2,924,714.91

TXMAS BILLING LINE ITEMS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
PRV701	96272	Record Book Preservation by Page	Page	\$6.325	263,642	\$1,667,535.65
PRV705	96272	Index Book or Oversized Record Preservation, Archival Imaging, and Microfilm by Page	Page	\$9.67	63,060	\$609,790.20
PRV702	96272	Index Book or Oversized Record Preservation by Page	Page	\$7.59	51,160	\$388,304.40
IMGP701	92030	Archival Imaging of Unbound Positive / Typescript	Page	\$0.725	79,520	\$57,652.00
IMGP702	92030	Archival Imaging of Unbound Positive / Manuscript	Page	\$1.081	102,662	\$110,977.62
IMGP707	92030	Archival Imaging of Unbound Negative Photostat	Page	\$1.208	74,880	\$90,455.04

- This proposal shall be governed by the terms of use found in attached Appendix B, except the TXMAS terms and conditions remain in effect and to the extent they conflict, the TXMAS terms will control.
 - Payment Terms: Kofile will deliver records periodically as they are completed. Kofile will invoice for each set of records as delivered. Payment terms are Net 30.
 - Billing will based on unit pricing and the actual image and document condition and counts; not to exceed the P.O. without approval. Total project cost may exceed or be less than the estimate provided in this Proposal.
- Check box if a customer P.O. Number will be required for Kofile to bill. ☐

CUSTOMER ACCEPTANCE

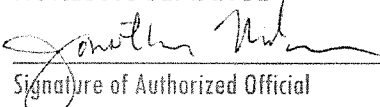
Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE



Signature of Authorized Official

Jonathan Mohn

Print Name of Authorized Official

President

Title of Authorized Official

01/22/2024

Date

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Tarrant County Clerk is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Tarrant County Clerk. This policy applies to any agreement, verbal or written, between Tarrant County Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Tarrant County Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Tarrant County Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Miriam Gray



c: (214) 763-7490

e: miriam.gray@kofile.com

Srh

APPENDIX A - INVENTORY

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Clerk's File Docket	69	658	\$4,161.85	\$711.30
Clerk's File Docket	104	672	\$4,250.40	\$726.43
Clerk's File Docket	109	670	\$4,237.75	\$724.27
Clerk's File Docket	114	682	\$4,313.65	\$737.24
Clerk's File Docket	115	664	\$4,199.80	\$717.78
Clerk's File Docket	116	668	\$4,225.10	\$722.11
Clerk's File Docket	117	666	\$4,212.45	\$719.95
Clerk's File Docket	118	676	\$4,275.70	\$730.76
Clerk's File Docket	119	682	\$4,313.65	\$737.24
Clerk's File Docket	120	682	\$4,313.65	\$737.24
Clerk's File Docket	121	682	\$4,313.65	\$737.24
Clerk's File Docket	122	682	\$4,313.65	\$737.24
Clerk's File Docket	123	682	\$4,313.65	\$737.24
Clerk's File Docket	124	682	\$4,313.65	\$737.24
Clerk's File Docket	125	682	\$4,313.65	\$737.24
Clerk's File Docket	126	682	\$4,313.65	\$737.24
Clerk's File Docket	127	682	\$4,313.65	\$737.24
Clerk's File Docket	128	682	\$4,313.65	\$737.24
Clerk's File Docket	129	682	\$4,313.65	\$737.24
Clerk's File Docket	130	682	\$4,313.65	\$737.24
Clerk's File Docket	131	682	\$4,313.65	\$737.24
Clerk's File Docket	132	682	\$4,313.65	\$737.24
Clerk's File Docket	133	682	\$4,313.65	\$737.24
Clerk's File Docket	134	682	\$4,313.65	\$737.24
Clerk's File Docket	135	682	\$4,313.65	\$737.24
Clerk's File Docket	136	682	\$4,313.65	\$737.24
Clerk's File Docket	137	682	\$4,313.65	\$737.24
Clerk's File Docket	138	682	\$4,313.65	\$737.24
Clerk's File Docket	139	682	\$4,313.65	\$737.24
Clerk's File Docket	140	682	\$4,313.65	\$737.24
Clerk's File Docket	141	682	\$4,313.65	\$737.24
Clerk's File Docket	142	682	\$4,313.65	\$737.24
Clerk's File Docket	143	682	\$4,313.65	\$737.24
Clerk's File Docket	144	682	\$4,313.65	\$737.24
Clerk's File Docket	145	682	\$4,313.65	\$737.24
Clerk's File Docket	146	682	\$4,313.65	\$737.24

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Clerk's File Docket	147	682	\$4,313.65	\$737.24
Clerk's File Docket	148	682	\$4,313.65	\$737.24
Clerk's File Docket	149	682	\$4,313.65	\$737.24
Clerk's File Docket	150	682	\$4,313.65	\$737.24
Clerk's File Docket	151	682	\$4,313.65	\$737.24
Clerk's File Docket	152	682	\$4,313.65	\$737.24
Clerk's File Docket	153	682	\$4,313.65	\$737.24
Clerk's File Docket	154	682	\$4,313.65	\$737.24
Clerk's File Docket	155	682	\$4,313.65	\$737.24
Clerk's File Docket	156	682	\$4,313.65	\$737.24
Clerk's File Docket	157	682	\$4,313.65	\$737.24
Clerk's File Docket	158	682	\$4,313.65	\$737.24
Clerk's File Docket	159	682	\$4,313.65	\$737.24
Clerk's File Docket	160	682	\$4,313.65	\$737.24
Clerk's File Docket	161	682	\$4,313.65	\$737.24
Clerk's File Docket	162	682	\$4,313.65	\$737.24
Clerk's File Docket	163	682	\$4,313.65	\$737.24
Clerk's File Docket	164	682	\$4,313.65	\$737.24
Clerk's File Docket	165	682	\$4,313.65	\$737.24
Clerk's File Docket	166	682	\$4,313.65	\$737.24
Clerk's File Docket	167	682	\$4,313.65	\$737.24
Clerk's File Docket	168	682	\$4,313.65	\$737.24
Clerk's File Docket	169	682	\$4,313.65	\$737.24
Clerk's File Docket	170	682	\$4,313.65	\$737.24
Clerk's File Docket	171	682	\$4,313.65	\$737.24
Clerk's File Docket	172	682	\$4,313.65	\$737.24
Clerk's File Docket	173	682	\$4,313.65	\$737.24
Clerk's File Docket	174	682	\$4,313.65	\$737.24
Clerk's File Docket	175	682	\$4,313.65	\$737.24
Clerk's File Docket	176	682	\$4,313.65	\$737.24
Clerk's File Docket	177	682	\$4,313.65	\$737.24
Clerk's File Docket	178	682	\$4,313.65	\$737.24
Clerk's File Docket	179	682	\$4,313.65	\$737.24
Clerk's File Docket	180	682	\$4,313.65	\$737.24
Clerk's File Docket	181	682	\$4,313.65	\$737.24
Clerk's File Docket	182	682	\$4,313.65	\$737.24
Clerk's File Docket	183	682	\$4,313.65	\$737.24
Clerk's File Docket	184	682	\$4,313.65	\$737.24
Clerk's File Docket	185	682	\$4,313.65	\$737.24

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Clerk's File Docket	186	682	\$4,313.65	\$737.24
Clerk's File Docket	187	682	\$4,313.65	\$737.24
Clerk's File Docket	188	682	\$4,313.65	\$737.24
Clerk's File Docket	189	682	\$4,313.65	\$737.24
Clerk's File Docket	190	682	\$4,313.65	\$737.24
Clerk's File Docket	191	682	\$4,313.65	\$737.24
Clerk's File Docket	192	682	\$4,313.65	\$737.24
Clerk's File Docket	193	682	\$4,313.65	\$737.24
Clerk's File Docket	194	682	\$4,313.65	\$737.24
Clerk's File Docket	195	682	\$4,313.65	\$737.24
Clerk's File Docket	196	682	\$4,313.65	\$737.24
Clerk's File Docket	197	682	\$4,313.65	\$737.24
Clerk's File Docket	198	682	\$4,313.65	\$737.24
Clerk's File Docket	199	682	\$4,313.65	\$737.24
Clerk's File Docket	200	682	\$4,313.65	\$737.24
Clerk's File Docket	201	682	\$4,313.65	\$737.24
Clerk's File Docket	202	682	\$4,313.65	\$737.24
Clerk's File Docket	203	682	\$4,313.65	\$737.24
Clerk's File Docket	204	682	\$4,313.65	\$737.24
Clerk's File Docket	205	682	\$4,313.65	\$737.24
Clerk's File Docket	206	682	\$4,313.65	\$737.24
Clerk's File Docket	207	682	\$4,313.65	\$737.24
Clerk's File Docket	208	682	\$4,313.65	\$737.24
Clerk's File Docket	209	682	\$4,313.65	\$737.24
Clerk's File Docket	210	682	\$4,313.65	\$737.24
Clerk's File Docket	211	682	\$4,313.65	\$737.24
Clerk's File Docket	212	682	\$4,313.65	\$737.24
Clerk's File Docket	213	682	\$4,313.65	\$737.24
Clerk's File Docket	214	682	\$4,313.65	\$737.24
Clerk's File Docket	215	682	\$4,313.65	\$737.24
Clerk's File Docket	216	682	\$4,313.65	\$737.24
Clerk's File Docket	217	682	\$4,313.65	\$737.24
Clerk's File Docket	218	682	\$4,313.65	\$737.24
Clerk's File Docket	219	682	\$4,313.65	\$737.24
Clerk's File Docket	220	682	\$4,313.65	\$737.24
Clerk's File Docket	221	682	\$4,313.65	\$737.24
Index to Criminal Case County Court		700	\$5,313.00	\$0.00

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Criminal Case County Court		700	\$5,313.00	\$0.00
Index to Marriages		640	\$4,857.60	\$0.00
Index to Marriages		640	\$4,857.60	\$0.00
Index to Marriages		640	\$4,857.60	\$0.00
Index to Marriages		640	\$4,857.60	\$0.00
Index to Marriages		640	\$4,857.60	\$0.00

[illegible]

[illegible]

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Probate Minutes	Volume 216	640	\$4,048.00	\$464.00
Probate Minutes	Volume 217	640	\$4,048.00	\$464.00
Probate Minutes	Volume 218	640	\$4,048.00	\$464.00
Probate Minutes	Volume 219	640	\$4,048.00	\$464.00
Probate Minutes	Volume 220	640	\$4,048.00	\$464.00
Probate Minutes	Volume 221	640	\$4,048.00	\$464.00
Probate Minutes	Volume 222	640	\$4,048.00	\$464.00
Probate Minutes	Volume 223	640	\$4,048.00	\$464.00
Probate Minutes	Volume 224	640	\$4,048.00	\$464.00
Probate Minutes	Volume 225	640	\$4,048.00	\$464.00
Probate Minutes	Volume 226	640	\$4,048.00	\$464.00
Probate Minutes	Volume 227	640	\$4,048.00	\$464.00
Probate Minutes	Volume 228	640	\$4,048.00	\$464.00
Probate Minutes	Volume 229	640	\$4,048.00	\$464.00
Probate Minutes	Volume 230	640	\$4,048.00	\$464.00
Probate Minutes	Volume 231	640	\$4,048.00	\$464.00
Probate Minutes	Volume 232	640	\$4,048.00	\$464.00
Probate Minutes	Volume 233	640	\$4,048.00	\$464.00
Probate Minutes	Volume 234	640	\$4,048.00	\$464.00
Probate Minutes	Volume 235	640	\$4,048.00	\$464.00
Probate Minutes	Volume 236	640	\$4,048.00	\$464.00
Probate Minutes	Volume 237	640	\$4,048.00	\$464.00
Probate Minutes	Volume 238	640	\$4,048.00	\$464.00
Probate Minutes	Volume 239	640	\$4,048.00	\$464.00
Probate Minutes	Volume 240	640	\$4,048.00	\$464.00
Probate Minutes	Volume 241	640	\$4,048.00	\$464.00
Probate Minutes	Volume 242	640	\$4,048.00	\$464.00
Probate Minutes	Volume 243	640	\$4,048.00	\$464.00
Probate Minutes	Volume 244	640	\$4,048.00	\$464.00
Probate Minutes	Volume 245	640	\$4,048.00	\$464.00
Probate Minutes	Volume 246	640	\$4,048.00	\$464.00
Probate Minutes	Volume 247	640	\$4,048.00	\$773.12
Probate Minutes	Volume 248	640	\$4,048.00	\$773.12
Probate Minutes	Volume 249	640	\$4,048.00	\$773.12
Probate Minutes	Volume 250	640	\$4,048.00	\$773.12
Probate Minutes	Volume 251	640	\$4,048.00	\$773.12
Probate Minutes	Volume 252	640	\$4,048.00	\$773.12
Probate Minutes	Volume 253	640	\$4,048.00	\$773.12
Probate Minutes	Volume 254	640	\$4,048.00	\$773.12

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Probate Minutes	Volume 255	640	\$4,048.00	\$773.12
Probate Minutes	Volume 256	640	\$4,048.00	\$773.12
Probate Minutes	Volume 257	640	\$4,048.00	\$773.12
Probate Minutes	Volume 258	640	\$4,048.00	\$773.12
Probate Minutes	Volume 259	640	\$4,048.00	\$773.12
Probate Minutes	Volume 260	640	\$4,048.00	\$773.12
Probate Minutes	Volume 261	640	\$4,048.00	\$773.12
Probate Minutes	Volume 262	640	\$4,048.00	\$773.12
Probate Minutes	Volume 263	640	\$4,048.00	\$773.12
Probate Minutes	Volume 264	640	\$4,048.00	\$773.12
Probate Minutes	Volume 265	640	\$4,048.00	\$773.12
Probate Minutes	Volume 266	640	\$4,048.00	\$773.12
Probate Minutes	Volume 267	640	\$4,048.00	\$773.12
Probate Minutes	Volume 268	640	\$4,048.00	\$773.12
Probate Minutes	Volume 269	640	\$4,048.00	\$773.12
Probate Minutes	Volume 270	640	\$4,048.00	\$773.12
Probate Minutes	Volume 271	640	\$4,048.00	\$773.12
Probate Minutes	Volume 272	640	\$4,048.00	\$773.12
Probate Minutes	Volume 273	640	\$4,048.00	\$773.12
Probate Minutes	Volume 274	640	\$4,048.00	\$773.12
Probate Minutes	Volume 275	640	\$4,048.00	\$773.12
Probate Minutes	Volume 276	640	\$4,048.00	\$773.12
Probate Minutes	Volume 277	640	\$4,048.00	\$773.12
Probate Minutes	Volume 278	640	\$4,048.00	\$773.12
Probate Minutes	Volume 279	640	\$4,048.00	\$773.12
Probate Minutes	Volume 280	640	\$4,048.00	\$773.12
Probate Minutes	Volume 281	640	\$4,048.00	\$773.12
Probate Minutes	Volume 282	640	\$4,048.00	\$773.12
Probate Minutes	Volume 283	640	\$4,048.00	\$773.12
Probate Minutes	Volume 284	640	\$4,048.00	\$773.12
Probate Minutes	Volume 285	640	\$4,048.00	\$773.12
Probate Minutes	Volume 286	640	\$4,048.00	\$773.12
Probate Minutes	Volume 287	640	\$4,048.00	\$773.12
Probate Minutes	Volume 288	640	\$4,048.00	\$773.12
Probate Minutes	Volume 289	640	\$4,048.00	\$773.12
Probate Minutes	Volume 290	640	\$4,048.00	\$773.12
Probate Minutes	Volume 291	640	\$4,048.00	\$773.12
Probate Minutes	Volume 292	640	\$4,048.00	\$773.12
Probate Minutes	Volume 293	640	\$4,048.00	\$773.12

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Probate Minutes	Volume 294	640	\$4,048.00	\$773.12
Probate Minutes	Volume 295	640	\$4,048.00	\$773.12
Probate Minutes	Volume 296	640	\$4,048.00	\$773.12
Probate Minutes	Volume 297	640	\$4,048.00	\$773.12
Probate Minutes	Volume 298	640	\$4,048.00	\$773.12
Probate Minutes	Volume 299	640	\$4,048.00	\$773.12
Probate Minutes	Volume 300	640	\$4,048.00	\$773.12
Probate Minutes	Volume 301	640	\$4,048.00	\$773.12
Probate Minutes	Volume 302	640	\$4,048.00	\$773.12
Probate Minutes	Volume 303	640	\$4,048.00	\$773.12
Probate Minutes	Volume 304	640	\$4,048.00	\$773.12
Probate Minutes	Volume 305	640	\$4,048.00	\$773.12
Probate Minutes	Volume 306	640	\$4,048.00	\$773.12
Probate Minutes	Volume 307	640	\$4,048.00	\$773.12
Probate Minutes	Volume 308	640	\$4,048.00	\$773.12
Probate Minutes	Volume 309	640	\$4,048.00	\$773.12
Probate Minutes	Volume 310	640	\$4,048.00	\$773.12
Probate Minutes	Volume 311	640	\$4,048.00	\$773.12
Probate Minutes	Volume 312	640	\$4,048.00	\$773.12
Probate Minutes	Volume 313	640	\$4,048.00	\$773.12
Probate Minutes	Volume 314	640	\$4,048.00	\$773.12
Probate Minutes	Volume 315	640	\$4,048.00	\$773.12
Probate Minutes	Volume 316	640	\$4,048.00	\$773.12
Probate Minutes	Volume 317	640	\$4,048.00	\$773.12
Probate Minutes	Volume 318	640	\$4,048.00	\$773.12
Probate Minutes	Volume 319	640	\$4,048.00	\$773.12
Probate Minutes	Volume 320	640	\$4,048.00	\$773.12
Probate Minutes	Volume 321	640	\$4,048.00	\$773.12
Probate Minutes	Volume 322	640	\$4,048.00	\$773.12
Probate Minutes	Volume 323	640	\$4,048.00	\$773.12
Probate Minutes	Volume 324	640	\$4,048.00	\$773.12
Probate Minutes	Volume 325	640	\$4,048.00	\$773.12
Probate Minutes	Volume 326	640	\$4,048.00	\$773.12
Probate Minutes	Volume 327	640	\$4,048.00	\$773.12
Probate Minutes	Volume 328	640	\$4,048.00	\$773.12
Probate Minutes	Volume 329	640	\$4,048.00	\$773.12
Probate Minutes	Volume 330	640	\$4,048.00	\$773.12
Probate Minutes	Volume 331	640	\$4,048.00	\$773.12
Probate Minutes	Volume 332	640	\$4,048.00	\$773.12

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Probate Minutes	Volume 333	640	\$4,048.00	\$773.12
Probate Minutes	Volume 334	640	\$4,048.00	\$773.12
Probate Minutes	Volume 335	640	\$4,048.00	\$773.12
Probate Minutes	Volume 336	640	\$4,048.00	\$773.12
Probate Minutes	Volume 337	640	\$4,048.00	\$773.12
Probate Minutes	Volume 338	640	\$4,048.00	\$773.12
Probate Minutes	Volume 339	640	\$4,048.00	\$773.12
Probate Minutes	Volume 340	640	\$4,048.00	\$773.12
Probate Minutes	Volume 341	640	\$4,048.00	\$773.12
Probate Minutes	Volume 342	640	\$4,048.00	\$773.12
Probate Minutes	Volume 343	640	\$4,048.00	\$773.12
Probate Minutes	Volume 344	640	\$4,048.00	\$773.12
Probate Minutes	Volume 345	640	\$4,048.00	\$773.12
Probate Minutes	Volume 346	640	\$4,048.00	\$773.12
Probate Minutes	Volume 347	640	\$4,048.00	\$773.12
Probate Minutes	Volume 348	640	\$4,048.00	\$773.12
Probate Minutes	Volume 349	640	\$4,048.00	\$773.12
Probate Minutes	Volume 350	640	\$4,048.00	\$773.12
Probate Minutes	Volume 351	640	\$4,048.00	\$773.12
Probate Minutes	Volume 352	640	\$4,048.00	\$773.12
Probate Minutes	Volume 353	640	\$4,048.00	\$773.12
Probate Minutes	Volume 354	640	\$4,048.00	\$773.12
Probate Minutes	Volume 355	640	\$4,048.00	\$773.12
Probate Minutes	Volume 356	640	\$4,048.00	\$773.12
Probate Minutes	Volume 357	640	\$4,048.00	\$773.12
Probate Minutes	Volume 358	640	\$4,048.00	\$773.12
Probate Minutes	Volume 359	640	\$4,048.00	\$773.12
Probate Minutes	Volume 360	640	\$4,048.00	\$773.12
Probate Minutes	Volume 361	640	\$4,048.00	\$773.12
Probate Minutes	Volume 362	640	\$4,048.00	\$773.12
Probate Minutes	Volume 363	640	\$4,048.00	\$773.12
Probate Minutes	Volume 364	640	\$4,048.00	\$464.00
Probate Minutes	Volume 365	640	\$4,048.00	\$464.00
Probate Minutes	Volume 366	640	\$4,048.00	\$464.00
Probate Minutes	Volume 367	640	\$4,048.00	\$464.00
Probate Minutes	Volume 368	640	\$4,048.00	\$464.00
Probate Minutes	Volume 369	640	\$4,048.00	\$464.00
Probate Minutes	Volume 370	640	\$4,048.00	\$464.00
Probate Minutes	Volume 371	640	\$4,048.00	\$464.00

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Probate Minutes	Volume 372	640	\$4,048.00	\$464.00
Probate Minutes	Volume 373	640	\$4,048.00	\$464.00
Probate Minutes	Volume 374	640	\$4,048.00	\$464.00
Probate Minutes	Volume 375	640	\$4,048.00	\$464.00
Probate Minutes	Volume 376	640	\$4,048.00	\$464.00
Probate Minutes	Volume 377	640	\$4,048.00	\$464.00
Probate Minutes	Volume 378	640	\$4,048.00	\$464.00
Probate Minutes	Volume 379	640	\$4,048.00	\$464.00
Probate Minutes	Volume 380	640	\$4,048.00	\$464.00
Probate Minutes	Volume 381	640	\$4,048.00	\$464.00
Probate Minutes	Volume 382	640	\$4,048.00	\$464.00
Probate Minutes	Volume 383	640	\$4,048.00	\$464.00
Probate Minutes	Volume 384	640	\$4,048.00	\$464.00
Probate Minutes	Volume 385	640	\$4,048.00	\$464.00
Probate Minutes	Volume 386	640	\$4,048.00	\$464.00
Probate Minutes	Volume 387	640	\$4,048.00	\$464.00
Probate Minutes	Volume 388	640	\$4,048.00	\$464.00
Probate Minutes	Volume 389	640	\$4,048.00	\$464.00
Probate Minutes	Volume 390	640	\$4,048.00	\$464.00
Probate Minutes	Volume 391	640	\$4,048.00	\$464.00
Probate Minutes	Volume 392	640	\$4,048.00	\$464.00
Mental Illness Record Temporary	Volume 1	800	\$7,736.00	\$580.00
Mental Illness Record Temporary	Volume 2	800	\$7,736.00	\$580.00
Mental Illness Record Temporary	Volume 3	800	\$7,736.00	\$580.00
Mental Illness Record Temporary	Volume 4	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 5	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 6	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 7	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 8	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 9	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 10	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 11	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 12	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 13	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 14	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 15	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 16	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 17	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 18	1200	\$11,604.00	\$870.00

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Mental Illness Record Temporary	Volume 19	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 20	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 21	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 22	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 23	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 24	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 25	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 26	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 27	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 28	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 29	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 30	1200	\$11,604.00	\$870.00
Mental Illness Record Temporary	Volume 31	1200	\$11,604.00	\$870.00
Discharge Records	Volume 14	568	\$3,592.60	\$0.00
Discharge Records	Volume 15	568	\$3,592.60	\$0.00
Discharge Records	Volume 16	568	\$3,592.60	\$0.00
Discharge Records	Volume 17	568	\$3,592.60	\$0.00
Discharge Records	Volume 18	568	\$3,592.60	\$0.00
Discharge Records	Volume 19	568	\$3,592.60	\$0.00
Discharge Records	Volume 20	568	\$3,592.60	\$0.00
Discharge Records	Volume 21	568	\$3,592.60	\$0.00
Discharge Records	Volume 22	568	\$3,592.60	\$0.00
Discharge Records	Volume 23	568	\$3,592.60	\$0.00
Discharge Records	Volume 24	568	\$3,592.60	\$0.00
Discharge Records	Volume 25	568	\$3,592.60	\$0.00
Discharge Records	Volume 26	568	\$3,592.60	\$0.00
Discharge Records	Volume 27	568	\$3,592.60	\$0.00
Discharge Records	Volume 28	568	\$3,592.60	\$0.00
Discharge Records	Volume 29	640	\$4,048.00	\$0.00
Discharge Records	Volume 30	640	\$4,048.00	\$0.00
Discharge Records	Volume 31	640	\$4,048.00	\$0.00
Discharge Records	Volume 32	640	\$4,048.00	\$0.00
Discharge Records	Volume 33	640	\$4,048.00	\$0.00
Discharge Records	Volume 34	640	\$4,048.00	\$0.00
Discharge Records	Volume 35	640	\$4,048.00	\$0.00
Discharge Records	Volume 36	640	\$4,048.00	\$0.00
Discharge Records	Volume 37	640	\$4,048.00	\$0.00
Discharge Records	Volume 38	640	\$4,048.00	\$0.00
Discharge Records	Volume 39	640	\$4,048.00	\$0.00

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Discharge Records	Volume 40	640	\$4,048.00	\$0.00
Discharge Records	Volume 41	640	\$4,048.00	\$0.00
Discharge Records	Volume 42	640	\$4,048.00	\$0.00
Discharge Records	Volume 43	640	\$4,048.00	\$0.00
Discharge Records	Volume 44	640	\$4,048.00	\$0.00
Discharge Records	Volume 45	640	\$4,048.00	\$0.00
Discharge Records	Volume 46	640	\$4,048.00	\$0.00
Discharge Records	Volume 47	640	\$4,048.00	\$0.00
Discharge Records	Volume 48	640	\$4,048.00	\$0.00
Discharge Records	Volume 49	640	\$4,048.00	\$0.00
Discharge Records	Volume 50	640	\$4,048.00	\$0.00
Discharge Records	Volume 51	640	\$4,048.00	\$0.00
Discharge Records	Volume 52	640	\$4,048.00	\$0.00
Discharge Records	Volume 53	640	\$4,048.00	\$0.00
Discharge Records	Volume 54	640	\$4,048.00	\$0.00
Discharge Records	Volume 55	640	\$4,048.00	\$0.00
Discharge Records	Volume 56	640	\$4,048.00	\$0.00
Discharge Records	Volume 57	640	\$4,048.00	\$0.00
Discharge Records	Volume 58	640	\$4,048.00	\$0.00
Discharge Records	Volume 59	640	\$4,048.00	\$0.00
Discharge Records	Volume 60	640	\$4,048.00	\$0.00
Discharge Records	Volume 61	640	\$4,048.00	\$0.00
Discharge Records	Volume 62	640	\$4,048.00	\$0.00
Discharge Records	Volume 63	640	\$4,048.00	\$0.00
Discharge Records	Volume 64	640	\$4,048.00	\$0.00
Discharge Records	Volume 65	640	\$4,048.00	\$0.00
Discharge Records	Volume 66	640	\$4,048.00	\$0.00
Discharge Records	Volume 67	640	\$4,048.00	\$0.00
Discharge Records	Volume 68	640	\$4,048.00	\$0.00
Discharge Records	Volume 69	640	\$4,048.00	\$0.00
Discharge Records	Volume 70	640	\$4,048.00	\$0.00
Discharge Records	Volume 71	640	\$4,048.00	\$0.00
Discharge Records	Volume 72	640	\$4,048.00	\$0.00
Discharge Records	Volume 73	640	\$4,048.00	\$0.00
Discharge Records	Volume 74	640	\$4,048.00	\$0.00
Discharge Records	Volume 75	640	\$4,048.00	\$0.00
Discharge Records	Volume 76	640	\$4,048.00	\$0.00
Discharge Records	Volume 77	640	\$4,048.00	\$0.00
Discharge Records	Volume 78	640	\$4,048.00	\$0.00

Record series	VOLUME	# of Pages	PRV Total	IMG Total
Discharge Records	Volume 79	640	\$4,048.00	\$0.00
Discharge Records	Volume 80	640	\$4,048.00	\$0.00
Discharge Records	Volume 81	640	\$4,048.00	\$0.00
Discharge Records	Volume 82	640	\$4,048.00	\$0.00
Discharge Records	Volume 83	640	\$4,048.00	\$0.00
Discharge Records	Volume 84	640	\$4,048.00	\$0.00
Discharge Records	Volume 85	640	\$4,048.00	\$0.00
Discharge Records	Volume 86	640	\$4,048.00	\$0.00
Discharge Records	Volume 87	640	\$4,048.00	\$0.00
Discharge Records	Volume 88	640	\$4,048.00	\$0.00
Discharge Records	Volume 89	640	\$4,048.00	\$0.00
Discharge Records	Volume 90	640	\$4,048.00	\$0.00
Discharge Records	Volume 91	640	\$4,048.00	\$0.00
Discharge Records	Volume 92	640	\$4,048.00	\$0.00
Discharge Records	Volume 93	640	\$4,048.00	\$0.00
Discharge Records	Volume 94	640	\$4,048.00	\$0.00
Discharge Records	Volume 95	640	\$4,048.00	\$0.00
Discharge Records	Volume 96	640	\$4,048.00	\$0.00
Discharge Records	Volume 97	640	\$4,048.00	\$0.00
Discharge Records	Volume 98	640	\$4,048.00	\$0.00
Discharge Records	Volume 99	640	\$4,048.00	\$0.00
Discharge Records	Volume 100	640	\$4,048.00	\$0.00
Discharge Records	Volume 101	640	\$4,048.00	\$0.00
Discharge Records	Volume 102	640	\$4,048.00	\$0.00
Discharge Records	Volume 103	640	\$4,048.00	\$0.00
Discharge Records	Volume 104	640	\$4,048.00	\$0.00
Discharge Records	Volume 105	640	\$4,048.00	\$0.00
Discharge Records	Volume 106	640	\$4,048.00	\$0.00
Discharge Records	Volume 107	640	\$4,048.00	\$0.00
Discharge Records	Volume 108	640	\$4,048.00	\$0.00
Discharge Records	Volume 109	640	\$4,048.00	\$0.00
Discharge Records	Volume 110	640	\$4,048.00	\$0.00
Discharge Records	Volume 111	640	\$4,048.00	\$0.00
Discharge Records	Volume 112	640	\$4,048.00	\$0.00
Discharge Records	Volume 113	640	\$4,048.00	\$0.00
Discharge Records	Volume 114	640	\$4,048.00	\$0.00
Discharge Records	Volume 115	640	\$4,048.00	\$0.00
Discharge Records	Volume 116	640	\$4,048.00	\$0.00
Discharge Records	Volume 117	640	\$4,048.00	\$0.00

APPENDIX B – TERMS AND CONDITIONS

Welcome to Kofile Technologies, Inc., ("KOFILE"). Kofile is a Delaware corporation with a business address of 6300 Cedar Springs Road, Dallas, Texas 75235.

These Standard Terms and Conditions ("Terms") are incorporated into and a part of the contract between Kofile and the Customer under which Kofile provides services or products (collectively "Services") to a Customer. A Customer is the governmental entity or company which has executed an Agreement with Kofile for Services. Customer and Kofile may each be referred to as a "Party" and together the "Parties."

1. Agreement

The Agreement means the contract between a Customer and Kofile consisting of these Terms and any proposal, purchase order, or sales order ("Proposal") signed by a Customer which incorporates these Terms. Except as agreed to in writing by the Parties, the Agreement does not include any other terms and conditions included in any purchase orders or other documents related to the Proposal made or accepted by the Customer. In the event there are conflicting terms between the Terms and Proposal, these Terms will control unless expressly provided for otherwise in the Proposal.

2. Scope and Timing of Services

During the term of the Agreement, Kofile will provide Customer with Services outlined and set forth in the Proposal. Unless otherwise specified in the Proposal, Kofile will arrange for the transportation of the Customer records for Service as necessary and Kofile may use third parties to provide certain portions of the Services. Kofile will use reasonable efforts to complete the Services within the time-period(s) indicated in a Schedule or as otherwise agreed to by the parties.

3. Term

The Agreement will become effective on the date ("Effective Date") the Proposal is fully signed by an authorized representative of both parties and will remain in effect for the term identified in the Proposal ("Initial Term"). If no term is identified in the Proposal, the Agreement will remain in effect until any of the following occurs: a) delivery of product(s) or completion and acceptance by Customer of Services; b) or is terminated by either party.

4. Termination

This Agreement is subject to termination for convenience and without penalty by either party with no less than thirty (30) days written notice to the other party. Either party may terminate this Agreement for a material breach of the other party if such breach remains uncured after ten (10) days written notice to the other party. Kofile will use reasonable efforts not to incur additional fees upon notice of termination. Customer will be responsible for payment of all Services performed through the termination date.

5. Payment Terms

a. Fees. Customer will timely pay all undisputed amounts required under the Agreement. Kofile's Proposal pricing is provided as good faith estimate of cost based upon information about the project provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity and condition of records as determined after a full assessment performed by Kofile once it receives

the Records. As a result, actual price may vary from an estimated price listed in a Proposal. Kofile will notify Customer within a reasonable period of time from when it determines actual price will exceed an estimated price.

b. Invoicing and Payment. Unless otherwise provided for in the Proposal: a) payment of all fees is due in full upon the Effective Date of the Agreement; and b) Customer will pay all invoiced amounts in accordance with the Texas Government Code Chapter 2251, the Texas Prompt Payment Act. Customer is responsible for providing complete and current billing and contact information.

c. Taxes. Fees do not include any taxes, levies, duties, or similar assessments of any kind including value-added, sales, use or withholding taxes ("Taxes"). Unless indicated otherwise in the Proposal, Customer is exempt from Taxes and can provide an exemption certificate or citation to legal authority outlining Customer's tax-exempt status. Kofile is responsible for taxes assessed against Kofile based on its income, property, or employees.

d. Suspension. Kofile may suspend provision of Services to Customer if Customer does not pay in full any undisputed balance within sixty (60) days of the date of an invoice until Customer satisfies any undisputed.

6. Appropriation

The obligations of Customer under the Agreement are expressly contingent upon the availability of funding. In the event Customer is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, Customer may terminate this Agreement by written notice to Kofile. Notwithstanding the foregoing, Customer is responsible for and shall pay for all Services performed up through and including the date of termination.

7. Indemnification

Kofile shall defend, indemnify, and hold harmless the Customer and its officers, agents, and employees, from any and all losses, claims, demands, damages, injuries, causes of action, assessments, penalties, costs, expenses, judgments, or other liabilities (collectively "Claims") arising directly out of Kofile's negligent performance of any Services provided pursuant to this Agreement. Kofile's indemnification obligation shall only exist for the Term of this Agreement. Nothing in this Agreement shall be construed to require Kofile to provide indemnification for Claims (a) arising out of or otherwise related to, in whole or in part, the negligence or willful misconduct of the Customer or (b) concerning or otherwise related to the accuracy or inaccuracy, content, or omission of any information provided by, or on behalf of, Customer to Kofile.

8. Limitation of Liability

a. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES PAID BY CUSTOMER TO KOFIL IN THE MOST RECENT TWELVE (12) MONTHS.

b. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, INTRINSIC VALUE, OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. Insurance

Kofile shall maintain in full force and effect, for the term of this Agreement, the following types of insurance: (a) Commercial General Liability insurance of not less than \$2,000,000.00 each occurrence, and \$2,000,000.00 in the aggregate, (b) Automobile Liability insurance of not less than \$2,000,000.00 combined single limit, (c) Errors and Omissions Liability insurance of not less than \$5,000,000.00, and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements, and Cyber/Privacy insurance of not less than \$5,000,000.00. A Certificate of Insurance confirming these coverages and limits will be provided to the Customer upon request. Customer will be listed as an additional insured on the commercial general liability and automobile coverage policies solely to the extent (a) of the required insurance limits and (b) of the risks and liabilities assumed by Kofile in this Agreement. Kofile shall cause insurer to furnish to Customer future certificate(s) evidencing the insurance described herein at any time upon request. Kofile will provide Customer with no less than thirty (30) days' notice of any material change, notice of non-renewal or cancellation.

10. Confidentiality

a. Subject to legal process and any public records request laws, information disclosed by or otherwise obtained from a party ("Disclosing Party") to or by the other party ("Receiving Party"), designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, will be maintained in confidence by the Receiving Party. Customer will provide Kofile sufficient notice of any public records request pertaining to Kofile information to allow Kofile time to identify to Customer any applicable exemptions to disclosure for Customer's consideration.

b. Confidentiality Safeguards. Kofile will maintain appropriate physical, administrative and technical safeguards to protect Confidential Information constituting non-public personal information provided to it by Customer. Kofile will only use and disclose non-public information to its employees, agents, or subcontractors for the purpose of providing Service subject to the terms of the Agreement. Kofile will be permitted to compile and use aggregated or anonymized data from certain Services for Kofile's business purposes provided Customer is not identified as the source of such data. Upon creation, Kofile will be the owner of any aggregated or anonymized data and may copy, comingle, and use such data for analytics, improving our services, or any other lawful purpose.

c. Healthcare Information. Personal healthcare information (PHI) and other healthcare information may be subject to regulations including the Health Insurance Portability and Accountability Act ("HIPAA"). HIPAA may require the parties to enter into a business associate agreement ("BAA") regarding PHI. Unless indicated otherwise in the Proposal, Customer represents it is not a covered entity as defined by HIPAA and will not provide healthcare records subject to HIPAA without prior notice to Kofile so the parties may determine whether a BAA is required.

11. Customer Property

All Customer property, including Records, sent to Kofile by Customer will remain the property of Customer. Upon written request, Kofile will return to Customer any Customer property it may possess or control. Kofile may destroy any electronic images or copies of Customer property ninety (90) days after the completion of the Services unless otherwise agreed upon by the parties. Kofile will provide Customer reasonable access to, or copies of, Records upon request while in the custody or control of Kofile.

12. Service Warranty

Kofile warrants to the Customer that all Services provided under this Agreement will be performed in a manner consistent with or greater than that degree of care, qualification, and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the time the Services were performed. If any work is reasonably determined by Customer to be less than professional quality, Kofile will correct such work without charge. This warranty extends for ninety (90) business days past termination or expiration of this Agreement. This warranty is limited to reworking of the unsatisfactory product without change to the original specifications and without regard to the amount of effort expended on the original work product.

THE GOODS AND SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS. EXCEPT FOR THE SERVICE WARRANTY PROVIDED HEREIN, KOFIL AND ITS AFFILIATES AND AGENTS: 1) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; 2) DO NOT WARRANT THAT ACCESS TO GOODS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH SERVICES IS ACCURATE, COMPLETE OR FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; 3) SHALL IN NO EVENT BE LIABLE FOR ANY INACCURACY, ERROR, OMISSION, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS, OR INTERRUPTIONS OF CUSTOMER.

13. General

a. No Actions, Suits, Proceedings, or Debarment. Kofile warrants there are no actions, suits, or proceedings, pending or threatened, that will have a material adverse effect on Kofile's ability to fulfill its obligations under this Agreement. Kofile certifies as of the date of the Agreement, Kofile is not on the federal government's list of suspended, ineligible, or debarred contractors.

b. Relationship. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.

c. Assignment. Kofile will not assign, transfer, or convey its interest in this Agreement without the prior written consent of Customer, which will not be unreasonably withheld. Notwithstanding the foregoing, Kofile may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets.

d. Notices. All notices to Customer will be sent to the address identified on the Proposal. Notices to Kofile will be sent to the following address:

Kofile Technologies, Inc.
6300 Cedar Springs Road
Dallas, Texas 75235
Attention: Legal Department
Legal@Kofile.com

All notices must be made either via email, conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four (4) business days after mailing. Notice sent via email or overnight courier is deemed received twenty-four (24) hours after having been sent.

e. Force Majeure. Except for payment obligations for Services, any delay in or failure by either

party in performance of this Agreement will be excused if and to the extent the delay or failure is caused by conditions beyond its control including but not limited to war, riot, strike, lock-out, fire, flooding, natural disasters, pandemics, force majeure events of subcontractors, or any other cause beyond the reasonable control of the party whose performance is affected.

f. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any obligation in accordance with this Agreement will not be a waiver of the party's right to demand strict compliance in the future.

g. Survival. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 4 Payment Terms, 6 Indemnification, 7 Limitation of Liability, 9 Confidentiality, 10 Customer Property, 11 Service Warranty, and 12 General.

h. Severability. If any provision of this Agreement is determined to be illegal or invalid, they will be severed from the remainder of this Agreement without affecting the enforceability of the remaining portions.

i. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflicts laws.

j. Modification of Terms. The Agreement may not be amended or modified except in writing and signed by both parties to the Agreement.

k. Authority and Signatures. The individual signing the Agreement on behalf of each party represents they have authority to enter into the Agreement on behalf of their respective entities and the execution of the Agreement is an act of the entities and constitutes legal, valid, and binding obligations of the parties. Each party agrees the Agreement may be electronically signed, (digital or encrypted) and electronic signatures have the same force and effect as manually written signatures.

l. Entire Agreement. The Proposal and these Terms constitute the entire Agreement between the parties regarding the provision of Services and supersedes all prior agreements, representations, arrangements, and understandings, whether oral or written, express or implied, with respect to the subject matter.

m. Compliance with Laws. In providing the services required by this Agreement, Kofile will observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Kofile shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

02142024

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Kimberly Colliet Wesley
Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.