

understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

5. **Limit of Appropriation.** Kofile clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Five Thousand Nine Hundred One and 90/100 dollars (\$205,901.90), specifically allocated to fully discharge any and all liabilities County may incur. Kofile does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Kofile may become entitled to and the total maximum sum that County may become liable to pay to Kofile shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Five Thousand Nine Hundred One and 90/100 dollars (\$205,901.90). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

6. **Public Information Act and Open Meetings Act.** Kofile expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Kofile shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

Kofile expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Kofile for any reason are hereby deleted.

8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that

venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Kofile in any way associated with the Agreement.

9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Kofile hereby verifies that Kofile and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Kofile does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Kofile does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Kofile does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, KOFIL E ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO

COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

12. **Use of Customer Name.** Kofile may use County's name without County's prior written consent only in any of Kofile' customer lists, any other use must be approved in advance by County.
13. **Performance Warranty.** Kofile warrants to County that Kofile has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Kofile will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

Kofile warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and Contract No. TXMAS-23-92001.

14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict. In the event there is a conflict between this Addendum and the terms and conditions of Contract No. TXMAS-23-92001, then the terms and conditions of Contract No. TXMAS-23-92001 controls to the extent of the conflict.
15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
17. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Upon termination of this Agreement or upon request(s) by County, the County will be able to retrieve a copy of County data from Kofile in a standard industry format, at no additional cost to County. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

19. **Assignment and Delegation.**

- 19.1. Neither party may assign any of its rights under this Agreement, except with the

prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

19.2. Neither party may delegate any performance under this Agreement.

19.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

19.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

20. **Successors and Assigns.** County and Kofile bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

21. **Compliance with Laws.** Kofile shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Kofile shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

22. **Confidential Information.** Kofile acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Kofile or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Kofile shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Kofile) publicly known or is contained in a publicly available document; (b) is rightfully in Kofile' possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Kofile who can be shown to have had no access to the Confidential Information.

Kofile agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Kofile uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential

Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Kofile shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Kofile shall advise County immediately in the event Kofile learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Kofile will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Kofile against any such person. Kofile agrees that, except as directed by County, Kofile will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Kofile will promptly turn over to County all documents, papers, and other matter in Kofile's possession which embody Confidential Information.

Kofile acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Kofile acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Kofile in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

23. Termination.

23.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

23.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a) If Kofile fails to timely perform Services pursuant to this Agreement or any extension thereof granted by the County in writing;

(b) If Kofile materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

23.3. If, after termination, it is determined for any reason whatsoever that Kofile was not in default, or that the default was excusable, the rights and obligations of the

parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 23.1 above.

- 23.4. Upon termination of this Agreement, County shall compensate Kofile in accordance with § 4, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Kofile's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 4 above.
- 23.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Kofile.
- 23.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 23.7. Upon termination of this Agreement for any reason, if Kofile has any property in its possession belonging to County, Kofile will account for and return property to Fort Bend County Clerk's Office at the expense of Kofile.
24. **Independent Contractor.** In the performance of work or services hereunder, Kofile shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Kofile or, where permitted, of its subcontractors. Kofile and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
25. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
26. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
27. **Notices.**
- 27.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

27.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Clerk's Office
Attn: Laura Richard
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Kofile Technologies, Inc.
Attn: _____
6300 Cedar Springs Road
Dallas, Texas 75235

27.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 28.1 and 28.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

27.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

27.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

(Remainder of the Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KOFILE TECHNOLOGIES, INC.

KP George, County Judge

Zach Horn

Authorized Agent – Signature

Date

Zach Horn

Authorized Agent- Printed Name

ATTEST:

vice President - Central

Title

Laura Richard, County Clerk

1/29/2026

Date

REVIEWED:

Laura Richard
Fort Bend County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A: Kofile's Proposal# Q-02514 dated, October 22, 2025

I:\AGREEMENTS\2026 Agreements\Sheriff's Office\Kofile Technologies Inc (26-SO-100290)\Addendum to Agreement with Kofile Technologies, Inc. Pursuant to Texas Smart contract# TXMAS-23-92001.docx [MN 12.18.2025]

Exhibit A

October 22, 2025

Sheriff Eric Fagan
Ft. Bend Sheriff Department

Powering Modern Government™

Billy Gerwick
(832) 373-9124
billy.gerwick@kofile.com
6300 Cedar Springs Road
Dallas, TX 75235



COVER LETTER

To Whom It May Concern,

This proposal addresses Ft. Bend Sheriff Department for Book Preservation, and Archival Imaging Services and is presented by Kofile Technologies, Inc. (Kofile).

Kofile is uniquely qualified as the largest and most experienced records preservation and modernization company in the United States.

Quoted services include Book Preservation, and Archival Imaging.

With patented innovations, unmatched expertise, and a deep commitment to serving communities, we help organizations navigate preservation and digital transformation with confidence. Backed by proven results and trusted by thousands of government leaders nationwide, Kofile is your ally in building efficiency, security, and legacy. Let us preserve your permanent records while shaping the future—together.

Sincerely,

Billy Gerwick

Contents

COVER LETTER	2
History	4
Company & Employee Profile	6
Experience	7
Key Differentiators	7
SERVICES	9
Preservation	9
Archival Recorder Binders	15
Digitization	17
Indexing	20
Microfilm	21
QuicklinkSM	22
Shelving	24
Plat Cabinets	25
IMPLEMENTATION METHODOLOGY	25
SCOPE OF WORK	26
TRANSPORTATION & FACILITIES	26
Secure Transportation	27
Chain of Custody Control	27
State-of-the-Art Facilities	27
PRICING	28
PURCHASING VEHICLE	28
PURCHASING VIA TXMAS	29
BILLING	30
PAYMENT TERMS	30
TERMS & CONDITIONS	30
ACCESSIBILITY OF RECORDS	30
PROJECT IMPLEMENTATION & CLIENT ACCEPTANCE	31
Project Implementation	31
Customer Acceptance	31
Kofile Acceptance	31

COMPANY OVERVIEW

History

At Kofile, we do not just preserve and digitize records—we modernize governance. Our solutions streamline workflows, enhance security, and provide seamless public access, ensuring that critical records are protected for future generations. With a deep commitment to partnership with our clients, we help organizations navigate digital transformation with confidence. Kofile is the only ally you need to build efficiency, security, and lasting impact.

Kofile: A History of Innovation and Preservation

1888 - The Formative Years

Enduro Binders, Inc., established in 1888 and acquired by Kofile in 2009, has been granted several patents over the years. Notable patents include:

- **Kofile Disaster-Safe Document Binder** (Patent No. 10,160,255, issued December 26, 2018): acts as a mini-vault to protect records from air, water, fire, mold, or other contaminants. Binders are customizable and can be title stamped to leave a permanent mark on history.
- **Lay-flat Pockets** (Patent No. 7,943,220, B1, issued May 17, 2011): are sealed on three sides and have a static seal on the fourth side preventing contamination thereby reducing risk of mold and mildew growth of preserved documents. The static seal is not permanently closed so documents can be removed without the need to replace the pocket.

Founding Kofile (2009-2011)

Kofile was established in **2009**, bringing together the industry's best practices and most experienced personnel in historical and permanent U.S. public records management. In **2011**, Kofile's original owner purchased the former Microfilm Division of Eastman Kodak (formerly located in Rochester, NY) and renamed it Eastman Park Micrographics, Inc. (EPM). This acquisition solidified Kofile's expertise in film preservation and digital imaging, making it the **largest critical records preservation and digitization company in the United States**. Kofile is comprised of some of the oldest and **most experienced** private firms specializing in public records preservation:

- **Joseph J. Marotti Co., Inc.**— Founded in **1961**, operated under that name for **48 years**.
- **Brown's River Bindery**— Founded in **1972**, operated under that name for **37 years**.
- **Louisiana Binding Service, Inc. (LBS)**— Founded in **1987**, operated under that name for **24 years**.
- **Safeguard Imaging, LLC**— Founded in **2009**, purchased and renamed **Kofile Solutions, Inc.** in **2010**, providing digitization and indexing services. In **2015**, this company merged into Kofile.
- **PFA, Inc.**— Founded in **1969**, operated under that name for **50 years**, purchased and renamed **Kofile Services, Inc.** in **2019**. In **2021**, this company merged into Kofile.

Expansion and Technology Growth (2015-2019)

Between **2015 and 2019**, Kofile expanded its solutions for government recordkeeping, launching **licenses, permits, and vitals solutions** with improved citizen access and search capabilities. A major milestone was reached in **2016** when Kofile deployed the **first cloud-architected official government records solution** in the U.S.

In **2018**, the company launched a **new cloud commerce platform** and updated its land and property records solutions. By **2019**, Kofile had expanded its cloud recording platform to multiple states, demonstrating a commitment to digital transformation in records management.

Strategic Acquisitions and Growth (2020-2022)

On **January 29, 2020**, Boston-based investment firm **Audax Private Equity** acquired Kofile, providing capital and resources to accelerate its growth and acquire Data Preservation Services and Seamless Docs.

In **2022**, Kofile purchased **Eastman Park Micrographics, Inc. (EPM) Lab Services**, bringing microfilm processing, duplication, and inspection fully under its control.

Recent Developments and Leadership Changes (2023-Present)

In **2024**, Kofile announced leadership changes with **Ray Aschenbach as CEO**. The shift aimed to enhance execution, accelerate innovation, and drive long-term business growth.

Kofile Today

- Kofile employs **over 500 employees** across the U.S.
- It remains a privately owned corporation under **Kofile, Inc. (100% owner)**.
- With a legacy built on **preserving historical records and embracing digital transformation**, Kofile continues to **modernize government services through expertise, innovation, and technology**.

Company & Employee Profile

Organization Legal Name	Kofile Technologies, Inc.
Type of Business	Corporation
Ownership	Owned 100% by Kofile, Inc. (Private Holding Company)
Tax ID	26-4034328
State/Date of Incorporation	1/8/2009 Delaware
SAM.GOV UEI No.	GUUCEJ3BYEB4
Principal Place of Business	Corporate Digitization & Conservation Lab 6300 Cedar Springs Road, Dallas, TX 75235
Mailing Address	P.O. Box 541028, Dallas, TX 75354
Region Serviced	National Company
Employee Count	Companywide: 500+ Permanent Employees Micrographics & Digitization Lab: Sun Valley, CA: Staffed by 34 Employees (with others working remotely within the State, supporting this Lab)
Website	www.Kofile.com
Organization Representative Name(s) and Contact Information	Authority to Bind: Zach Horn Authority to Clarify Proposal: Billy Gerwick billy.gerwick@kofile.com (832) 373-9124

Experience

Kofile is dedicated to preserving and protecting America's public records, serving over 3,000 government clients across 33 states. With decades of experience, Kofile has successfully completed tens of thousands of projects, from small-scale local initiatives to large-scale records preservation and digitization for major metropolitan areas.

Kofile's expertise spans permanent retention, historical, and active records for a wide range of government and public entities, including Auditors, Elections Offices, County and District Clerks, Assessors, Recorders, Courts, District Attorneys, Tax Assessors, Sheriffs, and Judges. Whether for small municipalities or large metropolitan areas, Kofile delivers tailored solutions to meet the unique needs of each client.

Key Differentiators

In a landscape of strained budgets, outdated systems, and ever-evolving mandates, **Kofile** stands as a true partner to government agencies—trusted not just for what we do, but for how we do it. We don't just digitize public records; we preserve legacies, fortify access, and future-proof operations with secure, scalable, and strategic solutions.

What Sets Us Apart

Our People and Expertise

- **Unmatched scale and specialization** with over 500 employees across four secure U.S. facilities
- **Decades of experience** delivering successful records projects for over 3,000 local governments, including San Antonio, Los Angeles, Dallas, Wayne County (Detroit), and Harris County (Houston)
- **Proven capability** to digitize over 25 million pages and preserve 6+ million archival pages annually
- **Trusted across funding sources**, including federally funded initiatives requiring strict adherence to FERPA, HIPAA, CJIS, and local government mandates
- **Cross-functional teams** of preservationists, technicians, and compliance experts who deliver precise, on-time results
- **Comprehensive project support** from assessment and planning to execution and delivery

Our Commitment to the Future

- **QuicklinkSM**: Our proprietary cloud-based platform for secure, indexed access to land, court, vital, and case records, with optional e-commerce for self-funded record access
- **Civic HubSM**: An intuitive digital portal designed to improve engagement between governments and their constituents
- **State-of-the-art infrastructure** including a 150,000 sq. ft. fire- and F5 tornado-resistant Dallas HQ, climate-controlled environments, archival-grade vaults, and restricted-access security protocols
- **Advanced equipment** such as large-format, non-contact, and batch scanners, custom-built software, and patented preservation tools like Disaster-Safe Binders and lay-flat sleeves
- **Tailored storage solutions** engineered for long-term preservation, from mobile shelving and plat systems to custom records desks
- **Strategic planning for continuity**: Hundreds of customized records management plans designed to future-proof access and safeguard against catastrophic events

Our Commitment to You

- **Transparent partnerships** with clear scopes, timelines, and pricing from day one—no surprises
- **Client ownership of data**: You retain full control of your records and digital files at all times
- **Secure transport and chain of custody**: DOT-compliant vehicles, GPS tracking, and item-level inventory ensure safe and accountable handling
- **Rigorous QA/QC protocols**: Every document is reviewed with manual image comparison; defects are corrected in-house before delivery
- **Scalable, responsive service** for projects of any size—from single departments to multi-county or district-wide initiatives
- **Assessment-driven approach**: Complimentary evaluations provide a clear picture of your record collection's condition, risks, and opportunities
- **Dedicated support teams** including solution architects and technical specialists guiding you from kickoff to delivery

SERVICES

Kofile is a national leader in the preservation, digitization, and modernization of public records. We partner with government agencies to protect and transform their most valuable documents through archival-safe preservation, digitization, and accurate indexing services. Our expertise extends to the conversion of microfilm and microfiche, ensuring long-term access to aging media formats. Kofile also offers a suite of complementary products and solutions—including our proprietary **QuicklinkSM** digital access platform, custom shelving systems, and patented lay-flat mylar sleeves and archival binders—designed to enhance records organization, accessibility, and security. With decades of experience and a commitment to excellence, Kofile delivers scalable, end-to-end solutions tailored to the evolving needs of public agencies.

Preservation

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, treatment, stabilization, preventative care, digitization - or any maintenance or repair of the existing resource.



Common Areas of Concern

Sound preservation ensures accessibility to irreplaceable and permanent documents.

Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

Acidic Ink

Acidic inks can eat or burn through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied. Without preservation services, your documents will degrade over time.

Mechanical Damage (Use & Abuse)
Everyday use affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Even with careful handling, paper fragments are vulnerable to damage—which is why a lay-flat pocket is essential for protection and preservation.



Binding Margin

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the solution. If a volume were re-bound as is, without encapsulation, vital information could be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never tries a procedure that could result in a loss of text or weaken the paper's integrity. A sheet's binding margin should never be compromised.

Broken Book Block

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

Failing Index Stacks

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

Tape & Non-Archival Adhesives

The Library of Congress warns about the culprits of pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes— all are unstable. These tapes and adhesives will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove.

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate quick fix to a prevailing problem. To save these records, the margins need correcting, which is the underlying issue causing the deterioration of the sheets. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.



Lamination Removal

Kofile conservators fully review existing lamination and reverse the process, removing the laminate using a proprietary solvent solution. The possibility of removing the laminate depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. **Conservators will not attempt removal if the removal process will damage either the document's paper or ink.** If conservators cannot

remove the laminate safely, Kofile will contact Ft. Bend Sheriff Department directly to discuss alternatives.

Non-Archival Quality Materials

The off-gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off-gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

Temperature & Humidity Monitoring

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Temperatures above 75 degrees° Fahrenheit and relative humidity higher than 60% encourage mold and other bacteria growth within 48-72 hours. Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in any building (especially on weekends).

Note: the above recommendations regarding temperature and humidity are adhered to in the preservation process and are the recommended environmental conditions for preserved documents upon their return.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water-soluble inks (such as signatures) is vital. Red inks smear first, then blue inks, and lastly, black inks.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at www.dpicalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified above).

Treatment Specifications

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, trifolds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Kofile does not try any procedure that could result in a loss of text or weakening the paper's integrity. A sheet's binding marking should never be compromised.

Surface Cleaning

Surface cleaning sheets remove materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Varnish, Tape & Adhesives

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, adhesives and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.



A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. The remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Only fully trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

Flattening & Humidification

Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to flatten paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.

After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.

Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile mends tears greater than 1/2 inch if the document is going to be encapsulated.

Specialized paper and paste are commonly used, and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion. The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.



A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive. An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.

Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through 320an HVAC system for optimum performance.



A commercially prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet. Once the buffer is applied, the paper's pH alters slowly. After de-acidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.

Encapsulation

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid, dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is clear, smooth, odorless, and is resistant to distorting or melting in case of fire.



Each sheet is encapsulated in a 2-mil patented polyester pocket: Lay-flat Archival Polyester Pocket™, US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbonded polyester, statically seals out atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).

This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½ inch or 1¼ inch binding margin.

Archival Recorder Binders

Volumes are hand-cased at 320 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.



Kofile manufactures binder components at 1/4 inch incremental capacities on a per-book basis. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

Printing

Title stamping can follow the same format/style as the originals. A printing sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Ft. Bend Sheriff Department will be notified. Any changes are approved by Ft. Bend Sheriff Department.

Heritage Recorder Binder

The Heritage Recorder Binder (pictured above) is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover is custom printed per the client's requirements.

Plat Binder

Plats are bound in custom archival Plat Binders, see example below. This is a four-post binder. The binder is available in polymer or imitation leather—both with options for customized imprinting and a client seal.





Kofile Disaster Safe Binder (Kofile DSB)

Kofile's patented DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption.



The Kofile DSB enables the encapsulated sheets to hang from the binder's posts—much like a hanging vertical plat cabinet. This feature allows collections to return in a smaller storage footprint with 4Post™ Shelving.

The Kofile DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. The Kofile DSB also features a lifetime warranty against rust.

Other Kofile DSB Features Include:

Stainless Steel—The metal mechanism and book block apron are constructed of stable, corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.



Support to the Book Block—The Kofile DSB is equipped with a Polyester Foam Insert, which ensures physical support to the book block and allows library-style storage.

Microclimate—The Kofile DSB creates a Microclimate, an independent, stable environment separating sheets from the external atmosphere.

Security Lock—A security lock hinge protects from theft.

Nonflammable & Self-Extinguishing—With nonflammable cover boards and materials, the Kofile DSB is self-extinguishing. These proprietary features protect the contained pages in extreme temperatures.

Digitization

Digitizing a collection of documents creates an electronic representation of the original paper archival records. Digitization is not meant to replace the archival record, but to aid in its preservation and protect the original from physical handling through enabling electronic access. Images can be made available publicly or restricted to authorized users through platforms such as Kofile's QuicklinkSM. The digital copy also serves as a back-up if the original is misplaced, damaged, or destroyed.

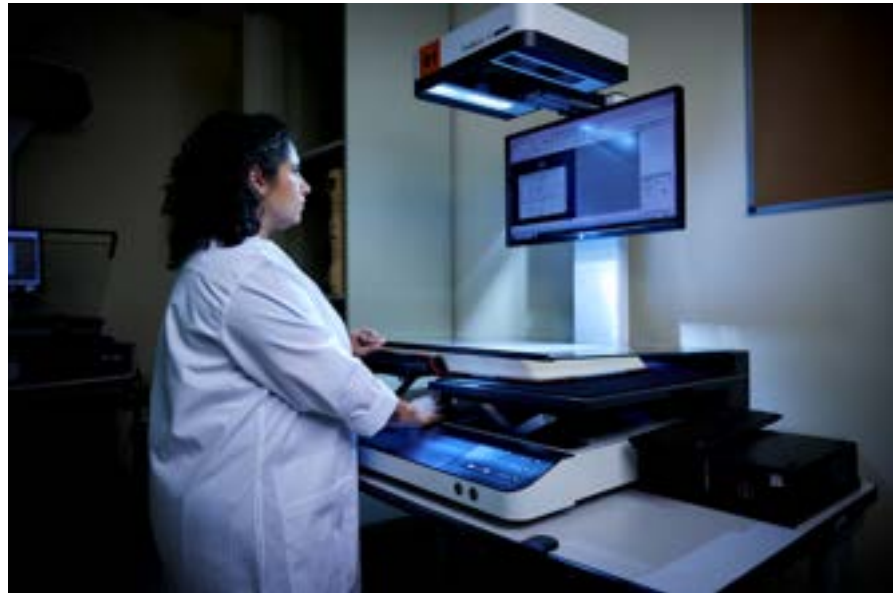
Kofile offers a wide range of experience-backed services to meet the full spectrum of your digitization needs and can be coupled with our Preservation services to create the best possible image from fragile or damaged original documents. Technicians are trained to handle fragile and historical documents and use the best hardware and software available based upon the material and the requirements for the resulting images. Kofile's experience, tools, processes, and technology position us to handle large-scale digitization of permanent and non-permanent paper records to meet most any requirement and use case. For Archival digitization, Kofile can utilize tools and processes consistent with the U.S. National Archives and Records Administration (NARA) technical guidelines for digitization.

Our digitization workflows begin with our chain of custody for all books, boxes, maps, etc., that are received from our clients. We manifest every client item to ensure that we can electronically track activities and location throughout the digitization process. Each step in the digitization process is logged in our tracking database to create an audit trail of which technicians executed each task. Electronically tracking every step in our process allows us to provide updates on progress and to reconcile each item that was received is also returned to the client upon completion of the digitization process.

Available age

Enhancement

When clients require that the digital image be easier to read or 'look better' than the original document, Kofile will utilize processes that are based on our experience and on our best-in-class technology to improve image traits such as contrast, skew, jagged borders, stains, etc. Kofile IMAGE PERFECT PRO is Kofile's proprietary digital SLR-based software which utilizes proprietary



algorithms that are critical for creating the best image possible from damaged and/or aged document and collections.

Kofile IMAGE PERFECT PRO enables technicians to apply different algorithms to sections of the image based upon need and to make incremental adjustments until the best possible combinations are identified.

Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are normalized. This software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

Quality Targets are utilized in the scanning process to establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. Kofile IMAGE PERFECT PRO can measure each image at a minimum for:

- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction

If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured from the image header, along with a secured digital signature that certifies the fidelity and integrity of every image scanned.

Quality Control (QC)

Our Quality Control (QC) process ensures that all images are certified. **Each image is sight checked during QC.** Kofile technicians ensure there are no missing pages, double feeds, or added attached pages. Every processed image is inspected, and finally, a digital inventory check is conducted before delivery.

Advanced Equipment

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All the scanners employ double feed page detection to adjust for varying paper sizes and, more importantly, thicknesses to reduce pull-throughs on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

ARCHIVAL BOXES & FOLDERS



The box to the left is the original box, and the Coroplast™ boxes to the right are the rehoused files.

If required, Kofile offers the service of organizing scanned documents in new, corrugated plastic

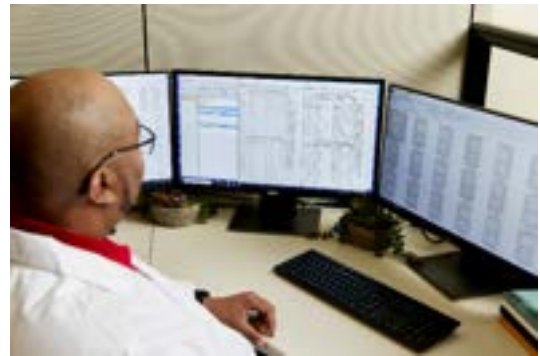
boxes that are more suited to preserve the original documents. These boxes are acid-free and comprised of a chemically inert co-polymer. They offer unparalleled strength and high density, and they are water resistant. Each box and folder are appropriately labeled based on its contents.

Original shuck envelopes can be saved and preserved or returned, or as pictured above, photocopied to save space in the returned files.

Indexing

Indexing captures and organizes metadata from documents to make them searchable in electronic format. Kofile's Indexing process utilizes automated and manual data capture techniques to deliver data that is guaranteed to be 99.25% accurate when measured at the field level against legible original content. The captured data can also be matched with existing system data and combined with Optical Character Recognition (OCR)-based full text searches so that documents can be shared and made available efficiently.

Kofile will bring years of experience in best practices and recommendations to the indexing process based upon the thousands of collections that we have helped our clients digitize and index across the country for land, court, and vital records, as well as non-permanent records such as HR records and other business documents. During our assessment, Kofile documents established methods of indexing specific instruments, clarifying terminology, and the standards used to enter names, dates, and other basic required information. This analysis identifies and documents the handling of details such as:



- Cross-indexed documents
- Differentiation between individual names & corporation names
- Government departments & agencies
- Alternate & alias names
- Abbreviations, titles, & naming consistency (e.g., hyphens, nos., spaces, & suffixes)

Kofile's quality control procedures (QC) ensure that managers and supervisors internally research and answer questions about any problematic process and have a regular cadence with the client subject matter experts for quick and clear resolution of any queries. Our indexing workflows include building in logical checks and edits at the field level and cross-referencing across documents in order to promote accurate data capture. A random sampling of captured data is performed before delivery to the client so that quality is consistently monitored, feedback is given to upstream processes and defects are corrected all before delivery of data to client systems. Client involvement and feedback demonstrate Kofile's pride in building successful professional relationships.

Microfilm

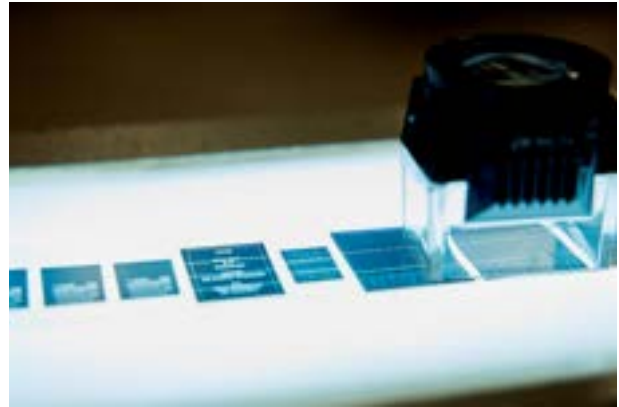


Kofile's Image Archive (IA) service preserves scanned documents on 16mm silver halide microfilm using industry-standard Kodak Archive Writers. As a longtime supporter of PRIA's white paper, *Recording Electronic Images on Roll Microfilm*, our workflows are aligned with its recommended best practices. With twelve Archive Writers in-house—and current capacity to augment client capabilities—we offer scalable support for large archival conversion efforts.

We accept images via secure FTP, DVD, CD, or hard drive, and perform rigorous validation checks before recording. These include confirming image file format, resolution, document sequence, barcode accuracy, and page sizing. Documents that don't meet quality benchmarks are flagged, and we collaborate with the client to resolve any issues prior to microfilm creation.

Images are recorded on ISO 18901:2010-compliant microfilm using Kodak or SMA Archive Writers. Dual-level blips are exposed for document identification, and output logs are reconciled against index files to ensure completeness. Film is processed in our Allen M70 deep tank processor with in-line brown toning and undergoes daily and monthly chemical testing to ensure long-term stability, in accordance with ISO 18917:1999 and ISO 18915:2000.

Every roll is inspected manually by gloved technicians, with images reviewed at 15x and 100x magnification to confirm clarity and integrity. We use ISO 18902:2001-compliant film enclosures with 2D PDF417 barcodes and delete all client files after project completion and approval. We do not splice Archive Writer film and will re-run any roll at no cost to the client if a Kofile error is identified. All microfilm produced by Kofile meets ISO 18911:2010 standards and carries a life expectancy rating of 500 years (LE 500).



QuicklinkSM

Trusted by thousands of government agencies, QuicklinkSM is Kofile's proprietary, sole-source digital records solution designed for seamless, efficient access to public records. As a browser-based platform, it requires no software downloads or special hardware, ensuring ease of use. QuicklinkSM maintains static image locations for quick and consistent retrieval, allowing users to navigate digitized volumes smoothly via mouse & keyboard shortcuts.

QuicklinkSM's features/functionality are proprietary and sole-source to Kofile. Visit <https://kofilequicklinks.com/> to view public-facing applications in action.

QuicklinkSM features include:

- The image location of all images within QuicklinkSM remains static for quick and consistent access. Dropdown search boxes appear on the left sidebar for queries down to the specific item requiring access.
- Users can maneuver forward or backward through the digitized volume by a mouse and previous/next frame buttons and keyboard shortcuts.
- Extensive image zoom capabilities.
- End users can print an unlimited number of images, including the ability to crop a portion of images prior to printing.
- End users can export each image as a PDF file.
- All images on the platform can be exported, including the grayscale and bitonal formats.
- Images are not cropped or modified by the software in any way.
- As a browser-based solution, no software downloads or special hardware are required.
- QuicklinkSM supports Full Text Search powered by Optical Character Recognition (OCR) to perform keyword searches and return results on both typed and handwritten material.

Search Capability

Research time and efforts are significantly reduced for both clerks and patrons. This application provides up to five fields to refine research queries—see search parameters exemplified herein. The interface only permits refinement to relevant results. The solution provides end users an easy-to-use search interface to provide digital images on demand within seconds. Dynamic dropdown fields appear and populate based on available data. The users can filter search results by type, year, parties, and alpha queries. Dropdown search boxes appear on the left sidebar for queries down to the specific volume requiring access. Along with these dynamic search options, a Full Text Search module is available to search both handwritten and typed material for keywords or phrases.

eCommerce

eCommerce capabilities are available to provide constituents with electronic copies for a set fee (the Office sets the fee—but this capability is optional, and the Office can request a no charge system for public copies). The solution accepts all major forms of payment. Kofile provides monthly reimbursement and reporting of site activity. If eCommerce is preferred, note that users only pay for the specific document purchased. There is no subscription fee for public users. Why pay for access when the Office may not hold the queried document, or it may not be digitized? With Kofile, patrons only pay for the specific document needed. Also, the patron is not responsible for merchant fees for the transaction. Users can create a user account to manage all searches and purchases. If needed, Kofile can overlay a watermark or slight distortion of the images to prompt purchase of certified copies. The Office retains 100% of the copy revenue. Kofile absorbs all related credit card and merchant account fees associated with this e-commerce solution. Kofile can attach an additional Per Transaction Document Processing Fee (e.g., \$2.00/ document) paid by the public purchaser. A convenience fee description is displayed as a line item in the users shopping cart.



Shelving



Shelving Schematics

These custom schematics include steel back panels, 20 inch D case style uprights, kick plates, un-slotted shelving, shelf reinforcements, and shelf supports. All 4Post™ Shelving comes with a limited lifetime warranty and is approved for archives. Each unit of shelving has a capacity of 50-65 binders.

Each unit features interlocking keyhole uprights in addition to double rivet shelf supports to maximize the durability and

versatility of the units. The units can hold volumes up to 20 inch D, and they are assembled without the use of bolts, nuts, or clips. This system allows for single-entry units for placement against a wall and double-entry units for placement of units back-to-back. Units are also designed mobile ready to allow for storage expansion and conversion to a TrakSlider System if needed.

Paint Finish

4Post™ Shelving is available in a textured powder-coated finish with a variety of colors. All steel parts are thoroughly cleaned using a three-stage iron phosphate washer and then coated with an Epoxy-Hybrid powder coat finishing using a state-of-the-art electrostatic paint system. Powder coating provides a superior, attractive, uniform finish that is more durable, scratch and corrosion resistant, and environmentally friendly than liquid paint. Kofile only uses the most advanced painting technologies that are EPA tested and approved. The powder coat is solvent free and environmentally safe.

Quality Assurance Plan

Our team manages the full installation process, including the careful removal and return of volumes to and from shelving units. Prior to installation, all materials are inspected for accuracy and condition; following assembly, shelves are cleaned, and materials are properly reinstalled ensuring a high standard of quality throughout the process.



Plat Cabinets

Enduro Plat Cabinets, available through Kofile, are engineered to provide durable and secure storage solutions for oversized documents such as plats, maps, and engineering drawings. These cabinets come in various configurations, including single-door models, open-style, and compact versions. Constructed with sturdy materials, they ensure long-term preservation and easy access to critical records. Their design accommodates large-format documents, making them ideal for government agencies and organizations requiring organized and protected storage for valuable archival materials.

IMPLEMENTATION METHODOLOGY

Kofile follows a structured, client-centered implementation approach designed to ensure accuracy, transparency, and minimal disruption to your organization's operations. Kofile will work to align scope, timelines, technical requirements, and key stakeholders during the initiation phase of the engagement. Our teams conduct thorough assessments of record conditions, formats, and retention needs to define the most effective path forward—whether the project involves digitization, indexing, microfilm, or preservation.

Throughout execution, we maintain chain-of-custody tracking, rigorous quality control, and real-time progress updates via secure platforms. Services are delivered through a combination of on-site and facility-based workflows, depending on client needs, and all deliverables are validated prior to handoff. Kofile's methodology ensures that each project is compliant, scalable, and built to meet both immediate access goals and long-term archival standards.

SCOPE OF WORK

- Images are captured at 300 dpi in greyscale to ensure optimum contrast, legibility, and flexibility for further image enhancement when required.
 - Images accumulate as bi-tonal images in a format to load to the client's record-keeping system. (Please note that uploading to a system incurs an additional charge.)
 - Capture verification.
 - IMAGE PERFECT, Kofile's proprietary software, ensures the optimum image quality with custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
 - Crop excess blank space around image. This may involve manual cropping to ensure best quality image.
 - Images are named (tagged for the directory file structure) by book, volume, and page.
 - Images are grouped (stapled) together to form documents.
 - If applicable, images are optimized and scaled for system output.
 - When multiple documents (Deeds, Birth Record, etc.) exist on a single page, images are split so that each document is viewable individually. In the case of Vitals, this service incurs additional charges. Amendments are stapled to the appropriate Certificate and indexed in place of the original Certificate.
 - Stitching: If identified, images receive stitching where necessary, such as entries that horizontally span the length of more than one page.
 - Client receives a master in a medium suitable to the project size (e.g., SFTP, USB).
-
- Inspect and log each item upon receipt.
 - Disbind volumes by hand (Kofile does not guillotine volumes to separate pages).
 - Flatten sheets using tacking irons, heat presses, or an Ultrasonic Humidification Chamber.
 - Surface clean sheets according to in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).
 - Remove any non-archival repairs, adhesives, residual glues, fasteners, or lamination to the extent possible without causing damage to paper and inks.
 - Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
 - Deacidify sheets with Kofile's proprietary solution Bookkeepers®.
 - Encapsulate each sheet in Kofile's proprietary Lay Flat Archival Polyester Pocket™.
 - Re-bind in custom archival quality binder (Heritage Recorder Binder or Kofile's proprietary Disaster-Safe Binder). A volume may return split due to the added weight of the Mylar.

TRANSPORTATION & FACILITIES

Kofile prioritizes security and accountability at every stage of records management. From GPS-tracked, DOT-compliant transportation to strict chain-of-custody protocols, we ensure records remain protected and meticulously tracked. Our permanent, climate-controlled facilities feature advanced security systems and archival vaults, providing a secure environment for processing and preserving critical government records.

Secure Transportation

Kofile personnel pick up and transport records. Kofile will provide all supplies, materials, equipment, transportation, and related items. Additionally:

- Vehicles are DOT compliant
- Vehicle doors remain locked – including rear gate with padlock
- Include GPS

Go through a vehicle pre-check before leaving

Chain of Custody Control

Kofile's chain of custody control is unparalleled. Kofile Transportation Services monitors inventory at the box, folder, and page level, and experts examine each item prior to any service. The chain of custody includes transport, facility security, technological safeguards, and project management tools/tracking.

State-of-the-Art Facilities

Kofile has:

- Secure, permanent facilities employing full-time, permanent employees.
- Code-compliant facilities and archival, climate-controlled vaults.
- State-of-the-art security systems.
- East, Central, and West Coast facilities servicing the entire country.



Kofile headquarters, located in Dallas, TX:

This is a permanent 150,000 square foot facility that features:

- Fire-resistant brick and concrete building (F5 Tornado Resistant). Structural steel support members, fire-rated walls, ceiling, and flooring.
- Archival vaults (Media Vault and two Book/Paper Vaults).
- Security fences surround the property with restricted control access at each gate/door.
- State-of-the-art security systems protect the entire facility and each vault.

PRICING

Without a signed agreement, prices are good for 90 days. Pricing is based on estimated document and page counts and condition. Final billing occurs on actual document and page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

PURCHASING VEHICLE**TXMAS**

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. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Ft. Bend Sheriff Department					
Project Overview - Estimated Volumes and Pricing					
Record Series	Volume	UOM	Quantity	Level of Service	Estimated Total
Ft Bend County Jail Books	23	Per Page	14,720	Book Preservation	\$113,344.00
Ft Bend County Jail Books	7	Per Page	4,480	Book Preservation	\$28,761.60
Sheriff Civil Docket Fee Book 63	1	Per Page	640	Book Preservation	\$4,108.80
Sheriff's Probate Docket Fee Book	1	Per Page	640	Book Preservation	\$4,108.80
Sheriff's Probate Docket Fee Book	1	Per Page	640	Book Preservation	\$4,108.80
Sheriff's Probate Docket Fee Book	1	Per Page	640	Book Preservation	\$4,108.80
Sheriff's Probate Docket Fee Book	1	Per Page	640	Book Preservation	\$4,108.80
Sheriff Jail Record 1	1	Per Page	640	Book Preservation	\$4,108.80
Jail Docket 1	1	Per Page	640	Book Preservation	\$4,108.80
Record of Ft. Bend County Jail 7	1	Per Page	640	Book Preservation	\$4,108.80
Record of Ft. Bend County Jail 6	1	Per Page	640	Book Preservation	\$4,108.80
County Jail Record Volume (Book 2)	1	Per Page	640	Book Preservation	\$4,108.80
Ft Bend County Jail Books	23	Per Image	14,720	Archival Imaging	\$10,745.60
Ft Bend County Jail Books	7	Per Image	4,480	Archival Imaging	\$3,270.40
Sheriff Records books	10	Per Image	6,400	Archival Imaging	\$4,672.00
Product				Quantity	Estimated Total
Shelving - 4Post™ Shelving Unit 852036 - 85.25"H x 20"D x 36"W; Five Shelves				2	\$4,020.30
PROJECT TOTAL					\$205,901.90

PURCHASING VIA TXMAS

Please reference Contract No. TxMAS-23-92001 directly on the P.O. Kofile can prepare a Shopping Cart in TxSmartBuy so Ft. Bend Sheriff Department can complete this purchase. Ft. Bend Sheriff Department is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS

Part No.	NIGP	DESCRIPTION	UOM	UNIT PRICE	Qty	LINE TOTAL
IMGP701	92030	Archival Imaging Of Unbound Positive / Typescript	Per Image	\$0.73	25,600	\$18,688.00
POST703	42048	Archival Storage Solution: 4Post, Shelving Unit; 85.25"H X 20"D X 36"W; Five Shelves	Each	\$2,010.15	2	\$4,020.30
PRV701	96272	Record Book Preservation By Page	Per Page	\$6.42	10,880	\$69,849.60
PRV702	96272	Index Book Or Oversized Record Preservation By Page	Per Page	\$7.70	14,720	\$113,344.00
TOTAL						\$205,901.90

BILLING

Pricing based on the assumptions and records provided by Ft. Bend Sheriff Department, as outlined in the Scope of Work section of this response. Kofile will invoice based on actual document and image counts times the unit rate and will not exceed the estimated total without written authorization.

PAYMENT TERMS

Kofile will invoice 50% of the total proposed estimate upon first pickup of any inventory. The remaining balance will be invoiced upon the earlier of thirty (30) days after completion or delivery. Proposal pricing from Kofile is a good-faith estimate based upon information provided to or understood by Kofile. Actual pricing may vary based upon the actual quantity or condition of records.

TERMS & CONDITIONS

This proposal is governed by Kofile's Terms & Conditions at: <https://Kofile.com/termsandconditions/>.

ACCESSIBILITY OF RECORDS

All records held at Kofile are maintained as private and confidential material. All physical or digital records (including volumes, documents, digital images, metadata, or microfilm) serviced by Kofile shall remain the property of Ft. Bend Sheriff Department. Client is guaranteed access to records via email or toll-free fax. 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.

PROJECT IMPLEMENTATION & CLIENT ACCEPTANCE

Project Implementation


To initiate services with Kofile, please contact your designated Sales Representative, who will serve as your primary point of contact throughout the engagement.

Upon finalizing terms, Kofile will coordinate closely with Ft. Bend Sheriff Department to confirm schedules, logistics, and deliverables, ensuring a seamless transition from procurement to project implementation.

Customer Acceptance

Name (Authorized Official):	
Title:	
Date:	
Signature:	

Kofile Acceptance

Name (Authorized Official):	Zach Horn
Title:	Vice President - Central
Date:	1/29/2026
Signature:	

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Terms & Conditions

Please click [here](#) for prior version dated May 25, 2022

Last Revised Date May 15, 2024

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 a 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

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 the Kofile 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 the Proposal expressly states a provision (or provisions) has priority over these Terms.

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 Proposal or as otherwise agreed in writing 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 all products(s), b) completion and acceptance by Customer of Services; c) termination by either party; or d) as outlined in the QuickLink Addendum when applicable.

4. Termination

Except as set forth herein, 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. Kofile will use

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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.

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5. Fees and Payment Terms

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1. Fees. Customer will timely pay all undisputed amounts required under the Agreement.
2. Estimated Fees. Kofile's Proposal pricing may include estimated total pricing provided to Customer as a good faith estimate of total cost. Estimated pricing is based upon estimates of the condition and quantity of pages and records provided to or understood by Kofile at the time of the Proposal. Unless expressly indicated otherwise in a Proposal, actual cost for Services is based upon the unit price for the Service(s) multiplied by the actual number of pages or records as determined during the performance of the project. As a result, actual cost may vary from estimated pricing. Kofile will not exceed the estimated pricing without Customer's prior written authorization
3. Storage. In the event Customer does not or cannot accept delivery of original or restored records within sixty (60) days of notice from Kofile of its intent to deliver, Kofile reserves the right to charge, and Customer agrees to pay, a reasonable monthly storage fee which may include storage at a third-party facility.
4. Payment Terms. Unless otherwise provided for in the Proposal payment of all fees is due in full upon the Effective Date of the Agreement. When an Order provides for payment upon completion of work, full or partial, invoicing will occur on the earlier of thirty (30) days from completion of the work or actual delivery of the work. Customer will pay all invoiced amounts due within thirty (30) days of the date on the applicable invoice. Customer is responsible for providing complete and current billing and contact information.
5. 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.
6. Non-Payment. 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 balance. Kofile will provide prior notice of a suspension of Service(s) pursuant to this Section.
7. Data Extracts and Loads. Customer may be required to extract or load data to or from its technology environment for Kofile to perform certain services such as indexing. Customer will coordinate data transfers with any of Customer's

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third-party provider(s) and will be responsible for any of those provider's related third-party fees.

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 for the Service or a substitute service, 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 to 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") asserted by a third-party and arising directly out of Kofile's willful misconduct or 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

EXCEPT FOR FEES DUE UNDER THIS AGREEMENT OR CUSTOMER'S VIOLATION OF SECTION 2 (INTELLECTUAL PROPERTY) OF THE QUICLINK ADDENDUM, NEITHER PARTY WILL 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.

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.

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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, including coverage for Cyber/Privacy; and (d) Workers' Compensation insurance meeting or exceeding the statutory requirements. A Certificate of Insurance confirming these coverages and limits will be provided to 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 its 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

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 except as required by law to be disclosed. Customer will provide Kofile sufficient notice of any public records request pertaining to Kofile confidential information to allow Kofile time to identify to Customer any applicable exemptions to disclosure for Customer's consideration.

1. 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 its services, or any other lawful purpose.

2. 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.

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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.

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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.

EXCEPT FOR THE SERVICE WARRANTY PROVIDED IN SECTION 12 ABOVE OR SECTION 5 OF THE QUICKLINK ADDENDUM, THE GOODS AND SERVICES ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS. KOFILE AND ITS AFFILIATES AND AGENTS: 1) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, 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.

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13. QuickLink® Subscription. If the Proposal provides for the provision of a subscription to QuickLink the terms and conditions in the QuickLink Addendum (below) apply and are incorporated into this Agreement. The QuickLink addendum will control in the event they conflict with these Terms.

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14. General

1. 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.

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

3. 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.

4. Notices. All notices to Customer will be sent to the address identified in 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

Kofile@Legal.com

All notices must be made either via e-mail, 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 e-mail or overnight

courier is deemed received twenty-four (24) hours after having been sent.

5. 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.

6. 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.

7. Survival. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 5 (Payment Terms), 7 (Indemnification), 8 (Limitation of Liability), 10 (Confidentiality), 11 (Customer Property), 12 (Service Warranty), and 14 (General).

8. 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.

9. 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.

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

11. 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.

12. 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.

QuickLink© Subscription Addendum

Terms of Use

Last Revised May 15, 2024

The following Terms of Use (“TOU”) apply to a Customer’s use of QuickLink and any new features that augment or enhance the current version of QuickLink, including the release of new features and resources. Customer agrees to use the Service at its own risk and understands Kofile is not responsible for the data or content provided by Customer or any of Customer’s Users.

1. Subscription to the Services.

1. Subject to the terms of the Agreement and provided Customer is current on its fees under the Agreement, Kofile grants, and Customer hereby accepts, a nonexclusive, nontransferable, revocable subscription to access QuickLink during the Term of the Agreement (the “Subscription”). QuickLink is a cloud-based service. Customer understands it will not receive any software to download or a license to use QuickLink. Customer’s Subscription authorizes Customer to access and use QuickLink which remains in the cloud. The Subscription provided is only for the use of Customer. Customer may only allow its personnel (employees or agents) to have administrative access to the Service who are authorized to use the platform and, as applicable, have registered for an account and understand and agree to these TOU (“Authorized Users”). Customer may also allow non-administrative access to the platform to its customers, constituents, and other members of the public (hereinafter “End Users”) solely for purposes consistent with Customer’s use of the Service. Customer is responsible for the acts and omissions of its personnel and Authorized Users.

2. Customer is prohibited from and agrees not to, and will not allow its Authorized Users, under any circumstances to (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, except as provided for herein, the Service or the content in any way; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet “links” to the Service or “frame” or “mirror” any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Any and all rights not expressly granted hereby to the Customer are reserved by Kofile.

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3. QuickLink may not be used in any way (i) that is illegal or promotes illegal activities or in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or is otherwise indecent (ii) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iii) to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or (iv) to interfere with or disrupt the integrity or performance of the Service or the data contained therein.

If Customer or any of its Users violate these TOU, Kofile reserves the right, in our sole discretion, to suspend or terminate Customer's Subscription with or without advance notice. If Kofile learns that data stored by or for the Customer and/or an Authorized User is in violation of any law, infringes third party rights or violates these TOU, Kofile may immediately bar access to such data without prior notice. The Customer shall be promptly notified by Kofile of any such action under this provision. Each Authorized User must keep their account and passwords confidential and not authorize any third party to access or use the Service on their behalf unless Kofile provided an approved mechanism for such use. Customer must contact Kofile promptly if Customer suspects misuse of the account or any security breach with the Service. Customer is responsible for all activities that take place with its account and password and login information. Kofile is not responsible for any loss or damages arising from any unauthorized use of Customer's account due to a violation of this paragraph.

2. Intellectual Property Rights.

Kofile alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the QuickLink technology, the content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information (collectively, "Feedback") provided by Customer or any other party relating to QuickLink. Customer and Users hereby assign and agree to assign all rights, including copyright and other intellectual property rights, in and to such Feedback to Kofile. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, or its intellectual property rights.

All copyrights and/or other intellectual property rights, title and interests in a) software on which the Service is based and made available to the Customer and/or User, b) workflow processes, user interfaces, designs, source codes or

other software components of the Service, c) content of Service including text and graphics, excluding Customer Data, d) trademarks, names or marks are the sole property of Kofile, and/or third parties having granted Kofile license for its use, and the Customer and/or User shall gain no rights to those intellectual property rights other than the limited, revocable, non-assignable, right of use as stipulated in this Agreement. The Customer and/or User retain all intellectual property rights regarding data submitted by Customer and its Authorized Users.

3. Term. Except as otherwise provided for in a Proposal, QuickLink subscriptions are on an annual basis. Customer will have fifteen (15) calendar days to test and accept its QuickLink site in a test environment. Customer's annual subscription will begin upon the earlier of Customer's acceptance or the test period's expiration except if Customer gives notice to Kofile of a defect which materially impacts Customer's ability to use the subscription. Kofile will remedy any defect(s) and the testing and acceptance process will be repeated. QuickLink subscriptions will automatically renew for additional one-year periods unless a party provides sixty (60) days prior written notice of its intent not to renew. Either party may terminate the QuickLink subscription for a material breach of this Agreement if, after providing fourteen (14) days' written notice of the breach, it remains uncured.

4. Customer Customer Data means all the Customer records or Customer-originated content that is entered, uploaded, and in some instances stored in the QuickLink platform ("Customer Data"). Kofile is not granted any ownership right in Customer Data. Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all Customer Data that Customer or its Authorized Users provide or submit. Customer represents and warrants that for any individually identifying information or data provided by Customer or its Users, Customer and/or Users have obtained all necessary consents and /or permissions to collect and share such information with Kofile and to permit Kofile's use of such individually identifying information in the course of providing the Service.

The Service is hosted either by Kofile or a cloud provider of Kofile's choice. All data stored as part of the Service is backed-up no less than hourly. If a Customer experiences loss of Customer Data, Kofile will, as our exclusive responsibility and liability, use commercially reasonable efforts to promptly restore data from the most recent working backup. Kofile is not liable for any loss of Customer Data and Customer should maintain its own records and copies of Customer Data.

5. Service Availability Level and Disclaimer. Service Availability Level. Kofile will use commercially reasonable efforts to provide 99.5% Application Availability measured per calendar quarter (the “Reporting Period”). Application Availability is measured monthly by subtracting from 100% the total percentage of 5-minute periods during the Reporting Period for which there is no external connectivity and the Subscription Services do not respond to data requests (“unavailability”), unless such unavailability results from an **Resource**. This Service Availability Level warranty is the sole and exclusive warranty with respect to the QuickLink service. “Exclusions” mean Planned Maintenance (defined below), interruptions or delays in providing the Subscription Services resulting from telecommunications or Internet service provider failures or any third party’s acts, errors or omissions or any systems not provided by Kofile, including computer, telecommunications, internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Kofile’s possession or reasonable control, and denial of service attacks against internet infrastructure providers (“**DDOS**”).

Planned Maintenance means those times Kofile will require that business critical components of the system be taken offline for deployment of releases, latest security patches, or applying network/infrastructure changes for service improvement maintenance. Kofile will make all reasonable efforts to not perform any Planned Maintenance during Business Hours. Kofile will provide reasonable advance notice of any Planned Maintenance.

CUSTOMER ACKNOWLEDGES THE QUICKLINK SERVICE IS DESIGNED TO PROVIDE ACCESS TO IMAGES OF COUNTY RECORDS AND THEREFORE RELIES UPON THE AVAILABILITY AND QUALITY OF CUSTOMER’S RECORDS AND IMAGES. AS A RESULT, EXCEPT FOR THE SERVICE AVAILABILITY SET FORTH IN THIS SECTION, THE QUICKLINK SERVICE IS PROVIDED ON AN “AS-IS’ AND AS-AVAILABLE” BASIS, AND KOFILE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. KOFILE MAKES NO WARRANTY THE QUICKLINK SERVICE WILL MEET CUSTOMER’S OPERATIONAL OR LEGAL REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, OR ERROR-FREE BASIS, OR WILL BE COMPLETE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE QUICKLINK SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

6. Customer Support and Maintenance.

1. Support. As part of the Subscription, Kofile will provide Support for Customer. Support resources are available via e-mail or phone from 8 AM to 5 PM Central Time, Monday through Friday, excluding holidays.

2. Maintenance. QuickLink is a cloud-hosted solution where maintenance and improvements are being rolled out to the QuickLink platform as they are developed. While some of these improvements enhance the user experience and are noticeable changes to the platform, others are performance related work behind the scenes. The Subscription includes access to these improvements as well as continued maintenance to the Service.

7. Third-Party Services. The QuickLink service contains certain optional functionality that requires Customer to obtain additional third-party services or technology (“Third-Party Software”). This may include payment processing, record certification, and other services. Customer understands and agrees, that while QuickLink can be configured to include these services, the Customer’s use of the Third-Party Software shall be and is governed by the relevant terms and conditions between Customer and the provider of the Third-Party Software and may require Customer to enter into an agreement directly with them. Kofile makes no representations or warranty regarding Third-Party Software except that Kofile has the right to use or provide the Third-Party Software in conjunction with providing QuickLink.



Kofile Headquarters

6300 Cedar Springs RD

Dallas, TX 75235

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info@kofile.com

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