



COMPU-DATA INTERNATIONAL, LLC
Document Imaging Statement of Work

Services Agreement

This Services Agreement ("Agreement") is entered into as of <<DATE>>, between COMPU-DATA International, LLC. 14610 Falling Creek Dr, Houston, Texas, 77068 ("CDI") and **Webb County District Clerk** ("Customer").

WHEREAS, CDI desires to assist Customer by providing certain services to Customer; and

NOW, THEREFORE, in consideration of the foregoing and of the following mutual promises, the parties hereto agree as follows:

1. **Scope:** CDI agrees to perform for Customer, effective immediately, activities described in the Exhibit A, Statement of Work (the "Services").
2. **Term and Termination:** This Agreement commences upon execution and shall remain in effect for a term of 45 days, unless terminated at any time by either party earlier. Upon termination, Customer shall, within ten (10) days of termination, pay CDI for all work performed up to and including the date of termination. No Party may amend or change this Agreement without the consent of the other Party.
3. **Limited Warranty.** CDI warrants, solely for the benefit of Customer, that the Services will be performed in a workmanlike manner in accordance with generally accepted industry standards and CDI's then current policies and procedures and the conclusions and recommendations made to the Customer are based upon information available at the time of delivery.
4. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CDI DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SERVICES RENDERED BY ITS PERSONNEL OR THE RESULTS OBTAINED FROM THEIR WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ERROR-FREE, VIRUS-FREE OR UNINTERRUPTED USE OF ANY DELIVERABLE PROVIDED HEREUNDER.
5. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL CDI'S CUMULATIVE LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL FEES AND CHARGES PAID TO CDI BY CUSTOMER PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL CDI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR OTHERWISE RELATING TO THE SERVICES OR THE USE OR PERFORMANCE OF THE DEVELOPED WORK OR ANY COMPONENTS THEREOF, HOWEVER CAUSED, EVEN IF CDI HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.
6. **Confidentiality.** During the term of this Agreement each party (the "Disclosing Party") may, from time to time, communicate information to the other party (the "Receiving Party") or its employees, or the Receiving Party or its employees or agents may learn or acquire certain information from the Disclosing Party. The Receiving Party and its employees and agents will hold in confidence all such information which is designated as "confidential" by the Disclosing Party ("Confidential Information"), and will not disclose any part thereof without the prior written consent of the Disclosing Party. The Receiving Party will take reasonable precautions to limit the use and circulation of such Confidential Information to the extent necessary to perform its obligations under this Agreement. The obligations set forth in this Section will not apply to any information that (a) is or becomes available to the public through no breach of this Agreement; (b) was previously known by the Receiving Party without any obligation to hold it in confidence;



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(c) is received by the Receiving Party from a third party free to disclose such information without restriction; (d) is independently developed by the Receiving Party without the use of the Confidential Information of the Disclosing Party; (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of such an authorization; or (f) is disclosed in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order and only if the Receiving Party first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order. The provisions of this section shall survive termination of this Agreement for a period of three (3) years.

7. **Ownership of Intellectual Property.** CDI will have and maintain ownership of all copyrightable works and other intellectual property rights created or produced by CDI while performing the Services for Customer, except to the extent otherwise set forth in an otherwise applicable Statement of Work. Customer shall have and retain ownership of all copyrightable works and other intellectual property rights owned by Customer prior to the date of this Agreement.
8. **Relationship between Parties:** The relationship between Customer and CDI during the period of this Agreement shall be that of independent contractor. In performing the services under this Agreement, both Parties shall operate and have the status of independent contractor, Neither Party shall have the authority to enter into any contract binding the other Party, or create any obligations on the part of the other Party, except as may be specifically authorized by the other Party. CDI will be responsible for determining the means and the methods for performing the services described in this Agreement.
9. **Notices:** Notices related to this Agreement shall be in writing, and shall be made by overnight delivery, or first-class mail.
10. **Headings:** The subject headings of the paragraphs of this Agreement are included for convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement.
11. **Waiver:** No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision hereof nor shall such waiver constitute a continuing waiver and no waiver shall be binding unless executed in writing by the party making the waiver. Neither party's continued performance under this Agreement following a breach hereof or default hereunder by the other party shall be deemed a waiver of such breach or default.
12. **Assignment:** Neither party hereto may assign or transfer its duties or obligations under this agreement without the prior written consent of the other party hereto, which consent will not be unreasonably withheld.
13. **Severability:** If any provision of this Agreement shall be declared invalid, by statute or otherwise, then such provision shall be deemed automatically adjusted to conform with the requirements for validity declared at that time and, as so adjusted, shall be deemed a provision of this Agreement as if originally included herein. In the event the provision invalidated cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included herein. In either case, the remaining provisions of this Agreement shall not be affected thereby.
14. **Force Majeure:** No party to this Agreement shall be liable for damages arising from a delay in performance, or a failure to perform caused by any accidents, fire, labor dispute, strike, riot, war,



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governmental regulation, acts of God or other causes over which the party has no control, or which the other party could not have been reasonably expected to avoid.

15. **Governing Law; Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to conflicts of laws provisions thereof. Any action brought by any party hereunder shall be venued in Harris County (State of Texas) or the Southern District of Texas (Federal Court), as the case may be and as designated by CDI, and both parties consent to the jurisdiction of such courts
16. **Execution by Counterparts:** This Agreement may be executed in counterparts, each copy of which, when executed and delivered shall be an original, but all of the copies shall together constitute one and the same instrument. Facsimile transmission of an executed counterpart to the remaining parties shall be sufficient to fully bind the parties whose signatures are set forth on the transmission of said counterpart.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CLIENT:

COMPU-DATA International, LLC

By: _____

By: _____

Name: _____

Name: Carlos Gutierrez

Title: _____

Title: VP of Sales & Marketing

Date: _____

Date: _____



Pricing

Scanning Detail

- Estimated 75,600 images.
- Estimated 28 standard size boxes.
- COMPU-DATA will transport and delivery boxes to scanning facility.
- Set up of scanning project
- Prepping of documents
- Digitizing of paper files
- Capture of index information and change format accordingly
- Set up of Virtual FileRoom™ library for hosting and access of files for review
- Adding up to 10 users in current Virtual FileRoom™ subscription
- Return boxes to client

ESTIMATED TOTAL: \$25,852

NOTE: All pricing is subject to change based on changes to Federal or Texas State Minimum Wage requirements.