

## Service Order No. 02

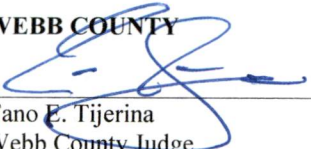
<b>1 SERVICES:</b>			
<b>A</b>	<b>CountyFusion™ System:</b> The CountyFusion™ System is a recordation and document management system that receives and accounts for instrument recording fees and scans, indexes, stores and retrieves Official Public Records (OPR), Vital Records and support for eRecording and eFiling.		
	<b>The CountyFusion™ System includes the following propriety Software:</b>		
N/A	(1)	Department Licensing	
N/A	(2)	OPR	
	(3)	Vitals Records ( Birth, Death and Marriage Licensing)	
N/A	(4)	Court Case Management Records	
N/A	(5)	Public Search Portal	
N/A	(6)	Private Labeled Web Based Public Search	
N/A	(7)	County Portal Access/Inquiry	
N/A	(8)	Web Hosting	
N/A	(9)	Integration of Systems	
	(10)	Cashiering	
	(11)	Indexing	
	(12)	Imaging / Batch Scanning	
	(13)	Tailored Reporting	
	(14)	OCR/ICR Auto Indexing	
	(15)	Redaction	
N/A	(16)	eRecording	
N/A	(17)	eFiling	
N/A	(18)	FraudSleuth	
N/A	(19)	Commissioners' Court Minutes	
	(20)	Disaster Recovery & Redundancy	
<b>B</b>	<b>Legacy System Image/Index Conversion/Normalization</b>		
<b>C</b>	<b>Maintenance and Support Services:</b> Kofile shall provide those services set forth in Section 8 below.		
<b>D</b>	<b>Third Party Software:</b> Kofile will provide and insure third Party software necessary to run the CountyFusion system and will install CountyFusion on the hardware provided by County if Kofile confirms specifications will support CountyFusion™ software.		
<b>2 ADDITIONAL DEFINITIONS FOR THIS SERVICE ORDER:</b>			
<b>A</b>	<b>Go Live Date</b> shall mean the date that Kofile has fully installed and tested the System and Customer has successfully processed a document through the System.		
<b>B</b>	<b>Level 1 Technical Support</b> shall mean technical support services for all non-outage system issues.		
<b>C</b>	<b>Level 2 Technical Support</b> shall mean technical support services for system outages that render the CountyFusion™ System unable for County access.		
<b>D</b>	<b>Software</b> shall mean the CountyFusion™ software, including all licensed modules identified in Section 1 above.		
<b>E</b>	<b>System</b> shall mean the Software and related services identified herein.		
<b>F</b>	<b>Hardware and Third Party Software:</b> shall mean the software owned by third parties and licensed to Customer for which Kofile shall have responsibility to insure, maintain and support under this Service Order, the License Agreement or otherwise. County is responsible for hardware, support and maintenance for hardware provided by County on which Kofile has loaded the CountyFusion software.		
<b>3 TERM OF SERVICE ORDER:</b>			
Beginning at "Go Live" and continuing for four (4) years after the "Go Live Date".			
<b>4 CUSTOMER BILLING ADDRESS:</b>			
Street	1110	Victoria St. Suite 201	Contact Mr. Roberto Lopez
City and State		Laredo, Texas	Telephone: (956) 523-4266
Zip Code		78040	e-Mail: rolopez@webbcountytexas.gov
<b>5 ADDITIONAL TERMS:</b>			
<b>A</b>	<b>Additional Restrictions:</b>		
	(1)	No resell or sublicensing of Software or Kofile owned Third Party Software	
<b>B</b>	<b>Customer Obligations:</b>		
	(1)	<u>Notification.</u> Customer will immediately notify Kofile of any problem associated with any part of or	

			function of the System.
	(2)		<u>Limited Access</u> . Customer will use its best efforts to ensure the System is accessed and used for the purposes intended pursuant to this Service Order and the License Agreement and no other.
	(3)		<u>Assistance</u> . Customer will work with Kofile to help diagnose and resolve hardware, 3 <sup>rd</sup> party software, and system issues.
<b>6 MAINTENANCE AND TECHNICAL SUPPORT:</b>			
	<b>A</b>	<b>Software Support:</b> Kofile shall provide Software support during the Term of this Service Order to include:	
		Standard software maintenance consists of maintaining the status quo of the Software package, including bug fixes, enhancements to existing features and functionality, performance improvements for the software, and modifications to comply with current and future legislative requirements with solutions deemed appropriate by Kofile. Major enhancements would be new functionality or modules which the software does not currently perform. Major enhancements, as determined by Kofile, are subject to additional costs to be agreed to by the Parties.	
	<b>B</b>	<b>Technical Support:</b>	
	(1)	On-site and Telephone Customer Support Hours: Standard Hours: 7:00 am to 7:00 pm CT/CST, Monday through Friday, except for Kofile holidays.	
	(2)	<u>Service Level Agreement ("SLA"):</u>	
		Kofile will respond via telephone during Standard Hours within one (1) hour of receipt of service calls placed through the Kofile provided toll-free number and within four (4) hours to requests submitted by email. Kofile shall make every reasonable attempt to perform repairs as soon as practicable and provide at least four (4) hour resolution to any application procedure issue.	
<b>7 INSTALLATION/TRAINING:</b>			
	<b>A</b>	<b>Installation:</b>	
		No. of Days:	3
		No. of Trainers:	2
	<b>B</b>	<b>Training:</b>	
		No. of Days:	5
		No. of Trainers:	2
	<b>C</b>	<b>Post Installation Support:</b>	
		No. of Days	5
		No. of Trainers:	2
Number of Personnel and Task Days listed are "not to exceed" totals and may not match the implementation schedule.			

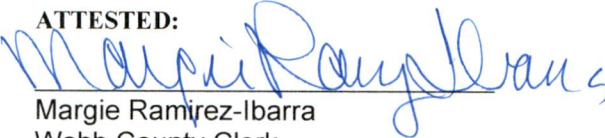
<b>8 HARDWARE, THIRD PARTY SOFTWARE, AND TECHNICAL REQUIREMENTS:</b>	
<b>A</b>	<b>Technical and Hardware Requirements (Customer's Obligations):</b>
	(1) Customer will maintain the System in Customer's facility at the site of its original installation in an industry standard technology environment, including, but not limited to, adequate and continuous power supply and cooling. In the event of emergency, Customer will provide Kofile notice upon realization of necessity to move system. Should Customer choose to move system for preference or convenience, Customer will provide 15 days' notice. Customer and Kofile will collaborate on such actions.
	(2) In order to provide access to the Internet, county agencies, e-mail, and courts, Customer will provide Kofile with access to and/or integration with the existing Customer domain structure or a trust relationship will need to be created between the Customer's existing domain and the new Customer recorder's domain, if a separate domain is deemed appropriate. The Parties will ensure cooperation between the Customer's IT support staff and Kofile's IT support staff to accomplish mutual goals.
	(3) Hardware warranties, repairs, upgrades and replacement: County will be responsible for all costs associated with maintaining Hardware manufacturer warranties, repairs, upgrades and replacement when required for the equipment provided through Kofile.
	(4) The County will also be responsible to provide a DSL internet connection (512K or better).
<b>B</b>	<b>Consumables.</b> Customer has the sole responsibility and cost for all supplies including, but not limited to, paper, printer ribbons, pick rollers for scanners, ink, or toner, back-up tapes, etc.
<b>C</b>	<b>Third Party Software to be provided by Kofile*</b>
	<u>Third Party Software</u> MySQL Abbyy Windward Deja Image Viewer *Software listed above are subject to change based on discussions with client and hardware availability and technology advancements
<b>9 FEES:</b>	
	License Fee – Vitals – No Charge  Conversion Fee – Vitals - \$18,000  Implementation & Training Fee – Vitals \$23,000  Annual Maintenance & Support Fee - \$8,000 per year

Signatures on following page

**WEBB COUNTY**

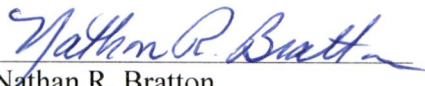
  
\_\_\_\_\_  
Tano E. Tijerina  
Webb County Judge  
Date: \_\_\_\_\_

**ATTESTED:**

  
\_\_\_\_\_  
Margie Ramirez-Ibarra  
Webb County Clerk

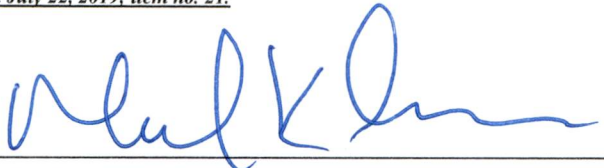


**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Nathan R. Bratton  
General Counsel  
Webb County Civil Legal Division \*

\*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

Passed and approved by the Webb County Commissioners Court  
On July 22, 2019; item no. 21.

  
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Kofile Technologies, Inc.

\_\_\_\_\_  
Date

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

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WEBB COUNTY, TEXAS

BY   12   DEPUTY

