

January 8, 2025

Honorable Margie Ibarra
Webb County Clerk

Critical Records Management

Preservation and Imaging Historical Records

SUBMITTED BY:

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Opportunity No. P321050

Kofile 

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MARGIE RAMIREZ IBARRA
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Dear Honorable Margie Ibarra,

This proposal addresses Webb County Clerk's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments, rehousing, and imaging. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. Note that prices for the inventory herein are good for 90 days from the date of this proposal.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Webb County Clerk's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis. Each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

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.

AREAS OF CONCERN

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

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.

Mechanical Damage (Use & Abuse)

Everyday use greatly 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. Exposed fragments become abused even with careful use.

Binding Margin

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

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books.

Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the paper. 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 this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

Lamination Removal

Kofile conservators address the "Laminate" process to the fullest extent possible. Conservators reverse the process and remove 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 Webb County Clerk 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

Temperatures above 75°F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours

this set point. RH should never exceed 55% or drop below 30%.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

Red inks
smear first,
then blue
inks, and
lastly,
black inks.

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. These records are extremely fragile.

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.dpcalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified above). The image above is property of IPI.

TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, 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. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

Surface Cleaning

Surface cleaning sheets removes 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 Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the original. When possible, peelers 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. 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.

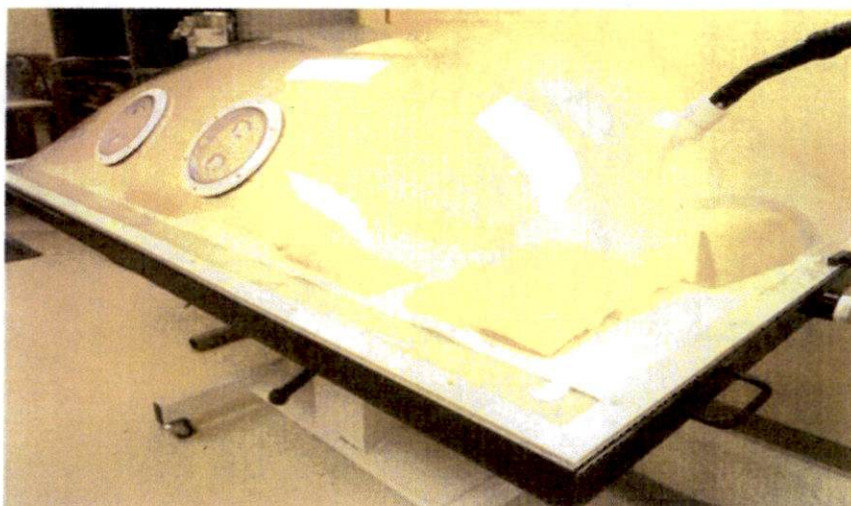
If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.

Flattening and 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 generally mends tears greater than 1/2" if the document is going to be encapsulated.



A specialized paper and paste is 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 a 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 deacidification, 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 crystal 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 spunbond 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" or 1¼" binding margin.

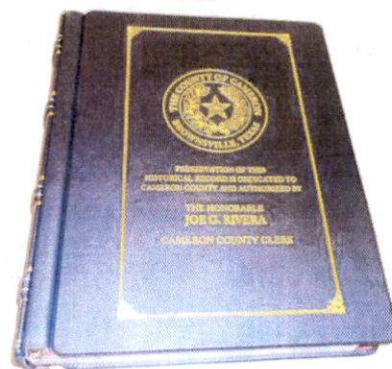
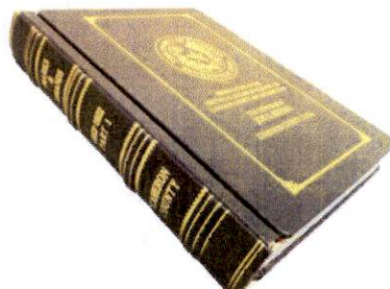
ARCHIVAL RECORDER BINDERS

Volumes are hand-cased at 250 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" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. 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.

Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Webb County Clerk is notified. Any changes are approved by Webb County Clerk. Tooling is performed with 23-karat gold foil.

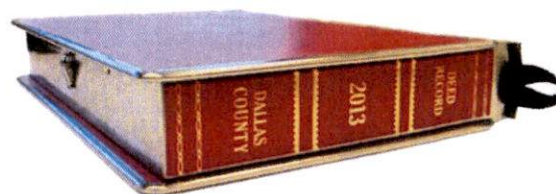


Heritage Recorder Binder

The Heritage Recorder Binder (pictured right) 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 printing is foil on the leathers and hot stamp printing on the canvas.

Disaster Safe Binder™ (DSB)

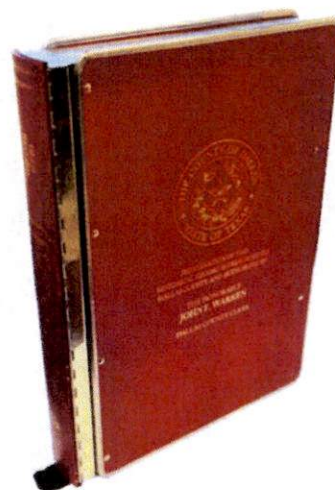
The DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power, mold was rampant. A hard lesson, the DSB addresses what went wrong in that disaster.



The 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.

Any product that fails to operate properly or maintain its original integrity is replaced at no cost to Webb County Clerk. This is Kofile's commitment of value and service to its customers.

The 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 DSB also features a lifetime warranty against rust.



Other DSB Features Include:

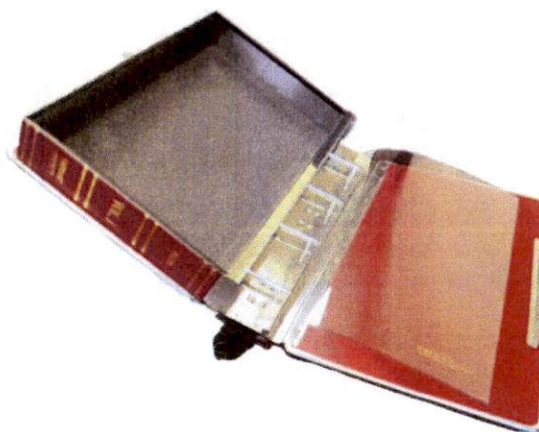
Stainless Steel—The metal mechanism and book block apron are constructed of stable, corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

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

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

Security Lock—A security lock hinge protects from theft.

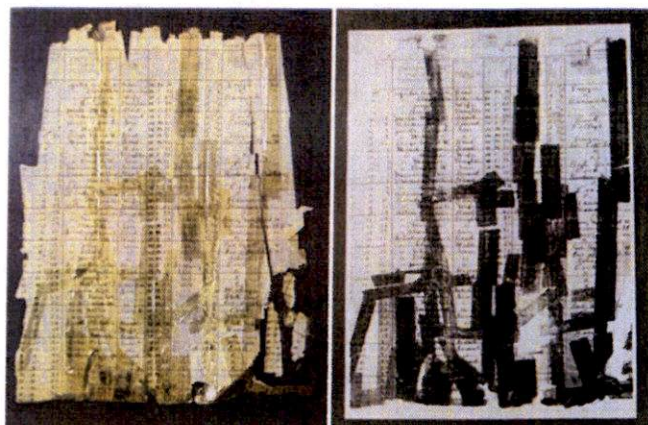
Nonflammable & Self-Extinguishing—With nonflammable cover boards and materials, the DSB is self-extinguishing. These proprietary features protect the contained pages in extreme temperatures.



ARCHIVAL DIGITIZATION

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Kofile's services are unique because materials are addressed according to their conditions and fold endurences without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.



What would this image look like if scanned "AS IS?"

Imaging WITHOUT Conservation

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.

IMAGING OVERVIEW

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible Image Indicator" or treated with further enhancements.

Images are captured at 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF. Images are optimized and scaled for system output.

IMAGE PROCESSING AND ENHANCEMENT

IMAGE PERFECT PRO is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images. IMAGE PERFECT PRO measures each image for cropping, rotating, deskewing, and tone correction.

Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGE PERFECT PRO allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors to quickly and efficiently correct problems. This software automatically detects and compensates for scanner variances delivering consistent, high-quality output.

IMAGE PERFECT PRO enables repair of the currently displayed image without rescanning, which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into

the incorrect page.

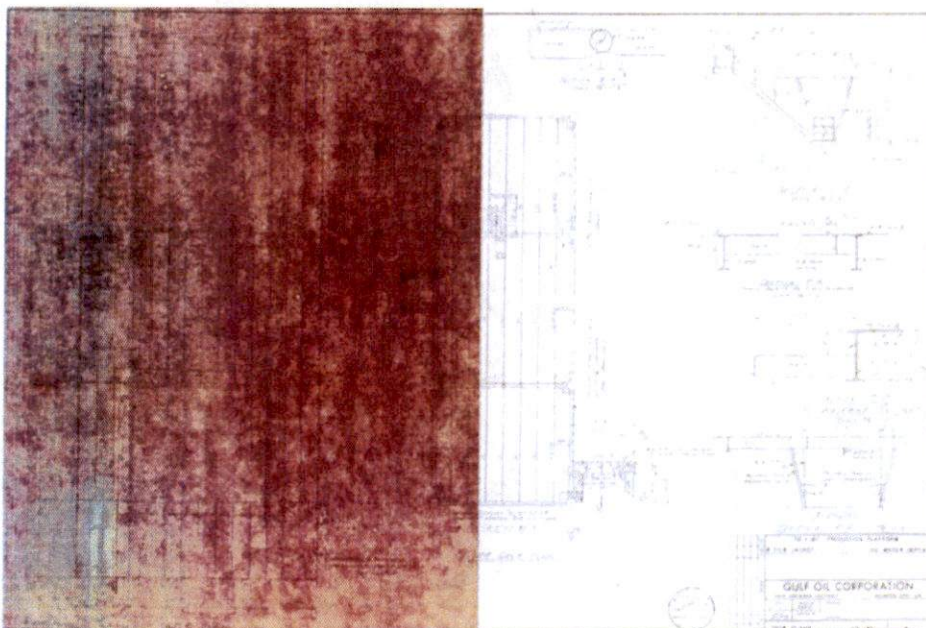
Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." This software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGE PERFECT PRO measures 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 data

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 as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) advanced image cleanup and enhancements.

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. Then every processed image is inspected, and finally, a digital inventory check is conducted before delivery. Webb County Clerk can receive an image log noting the steps employed.

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 of scanners employ page detection to adjust for varying sizes of paper 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.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners 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 (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

Image—Archival Image Capture, Image Processing, Clean Up, & Enhancements (IM)

- Capture images at 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and legibility. Gray-scale ensures optimum resolution for each page.
- Images accumulate as bi-tonal images in a Group IV TIFF format.

- 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. Case files are named by case number. Plats are named by cabinet and slide.
- Images are grouped (stapled) together to form documents. Cases are grouped and indexed to form documents by case number.
- 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.
- Webb County Clerk receives a MASTER in a medium suitable to the project size (e.g., SFTP, USB).

PROJECT PRICING

This project is presented via TXMAS Contract No. **TXMAS-23-92001**. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. 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.

Webb County Clerk						
Project Overview - Estimated Volumes and Pricing						
Record Series	Years	Page Count	Image Count	Level of Service		Estimated Total
				PRV	IM	
Assumed Name	from 1925-1959	5,082	5,082	\$50,057.70	\$3,354.12	\$53,411.82
Assumed Name	from 1925-1960	4,114	4,114	\$40,522.90	\$2,715.24	\$43,238.14
Assumed Name	from 1923-1959	3,993	3,993	\$39,331.05	\$2,635.38	\$41,966.43
Official Bond & Oath	1928-1965	2,754	2,754	\$27,126.90	\$1,817.64	\$28,944.54
Beer License	1933-1937	1,470	1,470	\$14,479.50	\$970.20	\$15,449.70
Beer License	1937-1941	1,470	1,470	\$14,479.50	\$970.20	\$15,449.70
Beer License	1957-1960	2,714	2,714	\$26,732.90	\$1,791.24	\$28,524.14
Beer License	1945-1848	2,392	2,392	\$23,561.20	\$1,578.72	\$25,139.92
Census Rolls	1928-1940	2,243	2,243	\$22,093.55	\$1,480.38	\$23,573.93
Chattel Mortgage	1958	2,252	2,252	\$22,182.20	\$1,486.32	\$23,668.52
Chattel Mortgage Record of Machinery on Realty	Nov 21, 1917 - Aug 1, 1967	162	162	\$1,595.70	\$106.92	\$1,702.62
Butchers Bonds	1/1929 - 1951, 1964	266	266	\$2,620.10	\$175.56	\$2,795.66
Hides and Animals Inspected for Butchers	1936; 1942	8	8	\$78.80	\$8.72	\$87.52
Hides and Animals Inspected for Butchers	1936; 1942	78	78	\$768.30	\$51.48	\$819.78

General Land Office	1/1936- 11/1964	450	450	\$4,432.50	\$297.00	\$4,729.50
Deputations	c. 1940 -1960	3,240	3,240	\$31,914.00	\$2,138.40	\$34,052.40
Canister 1 County Commissioners Court Misc Records	c.1900-1940	13	7	\$128.05	\$7.63	\$135.68
Canister 1 County Commissioners Court Misc Records	c. 1900-1940	2,977	1,489	\$29,323.45	\$982.74	\$30,306.19
Canister 2 County Commissioners Court Misc Records	c1900-1940	750	375	\$8,152.50	\$408.75	\$8,561.25
Canister 2 County Commissioners Court Misc Records	c.1900-1940	2,240	1,120	\$24,348.80	\$739.20	\$25,088.00
Canister 3 County Commissioners Court Misc Records	1923-1928	2,990	1,495	\$29,451.50	\$986.70	\$30,438.20
Canister 4 County Commissioners Court Misc Records	1916-1922	2,990	1,495	\$29,451.50	\$986.70	\$30,438.20
Canister 5 Cancelled School Warrants	1915-1917	2,990	1,495	\$29,451.50	\$986.70	\$30,438.20
Canister 6 Cancelled School Warrants	1917-1919	2,990	2,990	\$29,451.50	\$1,973.40	\$31,424.90
	1914-1932 (label) 1891 doc found	2,990	2,990	\$29,451.50	\$1,973.40	\$31,424.90
Canister 7 Assignments		2,990	2,990	\$29,451.50	\$1,973.40	\$31,424.90
Canister 8 Oath of County Com., etc	1922-	2,990	2,990	\$29,451.50	\$1,973.40	\$31,424.90
Canister 9 Stock Quarantine, Child Emplmt, etc.	1889-1929	2,990	2,990	\$29,451.50	\$1,973.40	\$31,424.90
Canister 10 Leases Hwy, Contracts, etc.	1949-1975	2,990	2,990	\$29,451.50	\$1,973.40	\$31,424.90
PROJECT TOTAL				\$619,541.60	\$36,542.94	\$656,084.54

PURCHASING VIA TXMAS

Please reference Contract No. **TXMAS-23-92001** directly on the P.O. Kofile can prepare a 'Shopping Cart' in TxSmartBuy so Webb County Clerk can complete this purchase. Webb County Clerk is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
PRV703	96272	Case File Preservation by Page	Page	\$9.85	59,598	\$587,040.30
PRV703	96272	Case File Preservation by Page	Page	\$10.87	2,990	\$32,501.30
IMGP701	92030	Archival Imaging of Unbound Positive / Typescript	Page	\$0.66	54,724	\$36,117.84
IMGP702	92030	Archival Imaging of Unbound Positive / Manuscript	Page	\$1.09	390	\$425.10
TOTAL						\$656,084.54

This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>.

Billing Terms: Pay 50% upon inventory pick-up with the balance due upon project completion.

Check box if a customer P.O. Number will be required for Kofile to bill. ☐

CUSTOMER ACCEPTANCE

Signature of Authorized Official

Tano Tijerina

Print Name of Authorized Official

Webb County Judge

Title of Authorized Official

January 27th, 2025

Date

KOFILE ACCEPTANCE

Signature of Authorized Official

Zach Horn

Print Name of Authorized Official

Vice President, Central

Title of Authorized Official

January 27th, 2025

Date

ACCESSIBILITY OF RECORDS

All Webb County Clerk 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 Webb County Clerk.

Webb County Clerk is guaranteed access to records via email or toll-free fax at no charge. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet be provided within thirty (30) minutes to the next business day depending on the timing and scope of a request.

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

Sincerely,

Scott Fausto

Scott Fausto

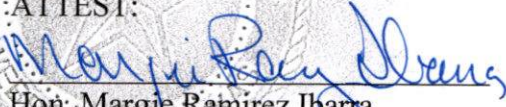
c: (210) 286-1647

e: scott.fausto@kofile.com

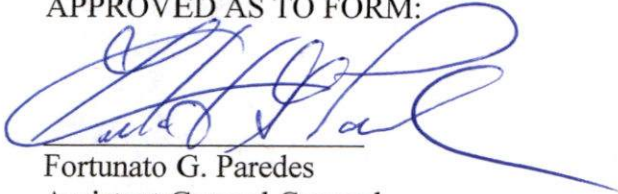
rac



ATTEST:


Hon. Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Fortunato G. Paredes
Assistant 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).

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Terms & Conditions

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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 these Terms. Except as agreed to in writing by the Parties, the Agreement does not include any other terms and conditions included in any purchase orders or other documents related to the Proposal made or accepted by the Customer. In the event there are conflicting terms between the Terms and Proposal, these Terms will control unless 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

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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 reasonable efforts not to incur additional fees upon termination. Customer will be responsible for payment of all Services performed through the termination date.

5. Fees and Payment Terms

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.

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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.

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

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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 KOFI IN THE MOST RECENT TWELVE (12) MONTHS.

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

9. Insurance

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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 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.

11. Customer Property

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

12. Service Warranty

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

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) KOFI FILE NO EVENT BE LIABLE FOR ANY INACCURACY, ERROR, OMISSION, OR LOSS, INJURY OR DAMAGE (INCLUDING LOSS OF DATA) CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS, OR INTERRUPTIONS OF CUSTOMER.

13. 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.

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, neither party shall be liable for 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

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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.

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/or Authorized Users.

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3. Term. Except as otherwise provided for in a Private Kofile Way Link 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

Exclusion. 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, 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 KOFIL 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. KOFIL 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 and work behind the scenes. The Subscription includes access to these improvements as well as continued maintenance to the Service.

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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

Call us at (833) 563-4533

QuickLink support: websupport@kofile.com

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What Is Critical Records Management?

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Digitization Solutions

Access Solutions

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