

February 2, 2026

Susan Serrano
Brazoria County | TX

District Clerk Historical Case Files

Powering Modern Government™

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



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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 Bexar County (San Antonio), LA County (Los Angeles), Dallas County (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

- **Cloud-based digital access platform:** 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 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.

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

Archival Imaging

- 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.
- Documents are named by Book/Volume/Page or Case Number
- Client receives a master in a medium suitable to the project size (e.g., SFTP, USB).

Custom Indexing Service

Kofile will capture index values from the information on the image of the document. Index values will be captured from a suitable source document image that allows for accurate capture from the image and will be associated with the corresponding digital images.

Index Fields

The following index fields will be captured from the first page of each document:

- 1st Plaintiff
- 1st Defendant
- Case Number
- Date

Indexing Assumptions and Standards

- All documents and index fields to be captured are Handwritten.
- Index information is present on the front side of the first page of each document.
- Metadata (index) formatting will conform to the requirements of the Client's designated record-keeping or content management system.
- Images provided or produced will be of sufficient source quality and clarity to meet quality standards necessary to enable capture from image indexing.
- Default values will be captured for missing, illegible, or illogical fields.
- Index capture is limited to the defined fields, character limits, and scope described herein. Any changes to index fields, character limits, formatting rules, or document structure may require a change order.

Flat File Preservation

- Inspect and log each item upon receipt.
- Separate case files by hand into singular sheets.
- 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

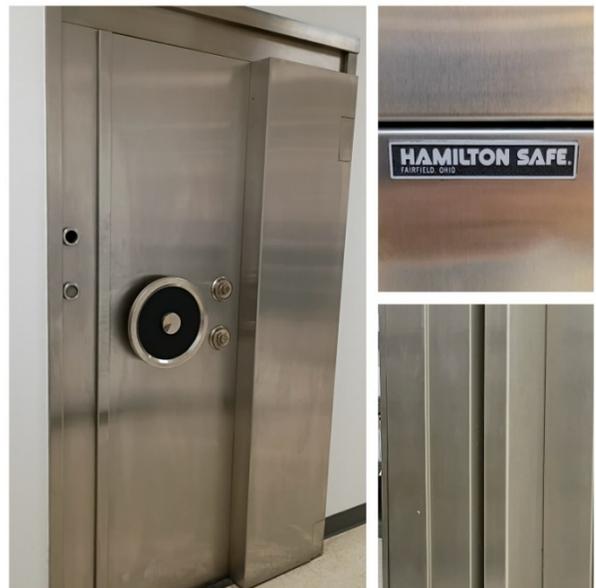
Chain of Custody Control

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.

| Brazoria County Clerk TX | | | | | |
|--|-----------|-----------|----------|----------------------------|---------------------|
| Project Overview - Estimated Volumes and Pricing | | | | | |
| Record Series | Volume | UOM | Quantity | Level of Service | Estimated Total |
| DISTRICT CLERK Historical Case Files | 11 | Per Page | 29,000 | Flat File Preservation | \$269,990.00 |
| DISTRICT CLERK Historical Case Files | 11 | Per Image | 29,000 | Archival Imaging | \$27,260.00 |
| DISTRICT CLERK Historical Case Files | Box files | Per Doc | 650 | Custom Indexing Service | \$1,020.50 |
| Product | | | | Quantity | Estimated Total |
| | | | | PROJECT TOTAL | \$298,270.50 |

PURCHASING VIA TXMAS

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

| TXMAS BILLING LINE ITEMS | | | | | | |
|--------------------------|-------|---|-----------|------------|--------------|---------------------|
| Part No. | NIGP | DESCRIPTION | UOM | UNIT PRICE | Qty | LINE TOTAL |
| | | | Per Doc | \$1.57 | 650 | \$1,020.50 |
| IMGP702 | 92030 | Archival Imaging Of Unbound Positive / Manuscript | Per Image | \$0.94 | 29,000 | \$27,260.00 |
| PRV701, PRV715 | 96272 | Record Book Preservation By Page Additional/Special Preservation: Special Preservation Treatments Per Page | Per Page | \$9.31 | 29,000 | \$269,990.00 |
| | | | | | TOTAL | \$298,270.50 |

BILLING

Pricing based on the assumptions and records provided by Brazoria County Clerk | TX, 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.

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 Brazoria County Clerk | TX. 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 Brazoria County Clerk | TX to confirm schedules, logistics, and deliverables, ensuring a seamless transition from procurement to project implementation.

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.

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.

TERMS & CONDITIONS

This proposal is governed by the terms of TXMAS Contract No. 23-92001 and Kofile's Terms & Conditions attached as Exhibit A. In the event of a conflict between the TXMAS terms and the Kofile terms, the TXMAS terms will govern.

Customer Acceptance

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

Kofile Acceptance

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

Exhibit A

KOFILE STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

Last Revised Date January 19, 2026

(Please click [here](#) for prior version(s))

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. Kofile may use third parties to provide certain portions of the Services. Kofile will use commercially reasonable efforts to complete the Services within a reasonable period of time, as set forth in a Proposal, or as otherwise agreed upon 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) with respect to a Data Access Solution subscription or Storage service, as outlined in the applicable Addendum (see below).

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

5. Fees and Payment Terms

- a. Fees. Customer will timely pay all undisputed amounts required under the Agreement.

b. Estimated Fees. When Kofile's Proposal provides estimated total pricing, the total is 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 a Proposal is created. 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 costs incurred and invoiced may vary from estimated total pricing. Kofile will not exceed the estimated total pricing without Customer's prior written authorization.

c. Storage. The terms contained in Storage Addendum A will apply if a) the Proposal includes the provision of Storage Services or b) in the event Customer does not or cannot accept delivery of original or restored records within thirty (30) days of notice (the "Grace Period") from Kofile of its intent to deliver Customer records.

d. 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 portion of the work to be invoiced or actual delivery of the work. Services resulting in digital output will be considered completed and delivered when the digital records are transmitted to a Customer system, transmitted to a system designated by the Customer, or made available to the Customer on a Kofile system as agreed upon by the parties. 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.

e. 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.

f. 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.

g. Data Extracts and Loads. Customer may be required to extract or load data to or from their 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 the third-party provider's fees, if any, related to data extracts or loads.

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 DATA-ACCESS SOLUTION 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 KOFILÉ 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.

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 ("Confidential Information"), will be maintained in confidence by the Receiving Party except as required by law to be disclosed. Records which Customer

is required to maintain and make accessible to the public are not Confidential Information. 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.

a. 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.

b. 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.

Except as otherwise outlined in the Proposal, Customer authorizes Kofile to destroy or recycle any Client containers or housing items (e.g. Record binders, Covers, folders and similar items), replaced or rendered unnecessary as part of the Services as well as those used to store or transport the Records (e.g. client pallets, boxes, or other containers).

12. Warranties

a. **Service Warranty**. Kofile warrants to the Customer that all Services performed and deliverables provided will meet any and all defined written requirements set forth in the Agreement. In the event Customer identifies any defect directly related to the Services performed within one-hundred and eighty (180) days following delivery, Kofile will, at its sole expense, promptly re-perform or rework the identified non-conforming deliverable(s) until all written requirements are fully satisfied. This warranty does not provide for correcting damage resulting from normal wear and tear, improper use or storage, or other post-delivery events beyond Kofile's control.

b. **Product Warranty**. Kofile warrants for a period of one (1) year from delivery to Customer that all tangible Kofile products provided under this Agreement will be free from material defects in materials and workmanship under normal use and service. In the event Customer identifies any non-

conforming products, Kofile will replace the identified non-conforming products at no additional cost to Customer. This warranty covers material defects and excludes damage caused by normal wear and tear, improper use or storage, or other post-delivery events beyond Kofile's control.

Customer acknowledges Kofile binders provided under this Agreement are custom-made. Given the unique characteristics of the raw materials, and the hand-performed processes involved in their creation, it is understood some degree of variation in the final product is expected and unavoidable. These variations may include, but are not limited to, differences in grain patterns, slight color discrepancies, minor textural irregularities, and non-material variations in precise dimensions. Such natural and hand-crafted variations are an intrinsic part of the product's character and are not considered material deviations or defects from specifications.

Certain products, such as shelving and cabinets, are manufactured by third parties. To the extent products are identified by a manufacturer other than Kofile in the Agreement, Kofile warrants to (the original) Customer, that the product is in good working order at the time of purchase. These products may be covered by a manufacturer's warranty which Customer will have the benefit as if they were the original purchaser. Customer may request information about any manufacturer's warranty from Kofile. Customer is responsible for the selection of any cabinet or shelving solutions, including the suitability of the size and weight for installation at Customer's facility.

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 12 ABOVE OR SECTION 6 (SERVICE AVAILABILITY) OF THE DATA-ACCESS SOLUTION 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.

13. Data-Access Solution Subscription. If the Proposal provides for the provision of a subscription to a Data-Access Solution, the terms and conditions in the Data-Access Solution Addendum B (below) apply and are incorporated into this Agreement. Addendum B will control in the event they conflict with these Terms.

14. General

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

- b. Relationship. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, or employment relationship between the parties.
- c. Assignment. Kofile will not assign, transfer, or convey its interest in this Agreement without the prior written consent of Customer, which will not be unreasonably withheld. Notwithstanding the foregoing, Kofile may freely assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets.
- d. Notices. All notices to Customer will be sent to the address identified 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.

- e. Force Majeure. Except for payment obligations for Services, any delay in or failure by either party in performance of this Agreement will be excused if and to the extent the delay or failure is caused by conditions beyond its control including but not limited to war, riot, strike, lock-out, fire, flooding, natural disasters, pandemics, force majeure events of subcontractors, or any other cause beyond the reasonable control of the party whose performance is affected.
- f. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any obligation in accordance with this Agreement will not be a waiver of the party's right to demand strict compliance in the future.
- g. Survival. Unless otherwise provided elsewhere in the Agreement, the following provisions shall survive termination or expiration of the Agreement: 5 (Payment Terms), 7 (Indemnification), 8 (Limitation of Liability), 10 (Confidentiality), 11 (Customer Property), 12 (Service Warranty), and 14 (General).
- h. Severability. If any provision of this Agreement is determined to be illegal or invalid, they will be severed from the remainder of this Agreement without affecting the enforceability of the remaining portions.
- i. Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the state of Customer's primary place of business without reference to the principles of conflicts laws.
- j. Modification of Terms. The Agreement may not be amended or modified except in writing and signed by both parties to the Agreement.
- k. Authority and Signatures. The individual signing the Agreement on behalf of each party represents they have authority to enter into the Agreement on behalf of their respective entities, and the execution of the Agreement is an act of the entities and constitutes legal, valid, and binding obligations of the parties. Each party agrees the Agreement may be electronically signed, (digital or encrypted) and electronic signatures have the same force and effect as manually written signatures.
- l. Entire Agreement. The Proposal and these Terms constitute the entire Agreement between the parties regarding the provision of Services and supersedes all prior agreements, representations,

arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter.

Addendum A
Storage Addendum
Terms of Use
Last Revised January 19, 2026

The following Terms of Use (“TOU”) apply to the provision of tangible property storage services by Kofile. These terms are in addition to those set forth in the Standard Terms and Conditions except in the event of a conflict in which case this Addendum will govern.

1. Storage means the storage of physical customer property, including records, microfilm, microfiche, or other forms of tangible property. Storage does not include the storage of digital or electronic records on any discs, servers, cloud environment, or other media. Storage services may be provided by Kofile as a result of a) Customer’s specific request for Storage as provided for in a Proposal; or b) in the event Customer does not or cannot accept delivery of original or restored records within forty-five (45) days of notice (the Grace Period) from Kofile of its intent to deliver records to Customer. In that event, Kofile has the right, but not the obligation to store Customer records. Except as provided for otherwise in a Proposal, Customer agrees to pay a monthly storage fee of minimum twenty-five dollars (\$25.00) per pallet beginning on the first of the month following the expiration of the Grace Period during the first year of storage.
2. Term. Storage Services are provided for the period of time set forth in a Proposal and upon expiration of that term will automatically renew for a similar term unless a party notifies the other party in writing of its intent not to renew no less than sixty (60) days prior to the expiration of the then current term. If no term is set forth in the Proposal Storage Services will be for a period of two (2) calendar months and will automatically renew for the same period unless Customer provides no less than sixty (60) days’ written notice to Kofile of its intent not to renew.
3. Use of Third Parties. Except as expressly provided for otherwise in a Proposal, Kofile may utilize a third-party for Storage services.
4. Shipping or Transport. Except as otherwise set forth in a Proposal, Kofile will be responsible for a single pick-up and return delivery of records from and to Customer. Additional transportation costs may apply if Customer requires multiple shipments or delivery locations.
5. Access. Except as otherwise provided for in a Proposal, Kofile will provide access to records in Storage by providing copies or scanned images of Records within a period of three (3) business days. Customer will be responsible for reasonable and customary fees associated with access to Customer records, including but not limited to, retrieval, duplication or transmission, and refiling. For clarity, Customer is not responsible for any

access fees for access to records in Kofile's custody while Kofile is actively performing services, other than Storage, related to the Records.

6. Termination. Return of Records and Destruction. Except as otherwise provided for in a Proposal, either party may terminate Storage services upon sixty (60) days written notice to Kofile. Upon termination of Storage services, Kofile will schedule delivery of Customer Records within thirty (30) days of Customer's request. Customer will be responsible for providing a physical address for delivery of Customer Records. Upon Customer's written authorization and in lieu of physical return, Kofile will destroy Customer Records. Depending upon the type of destruction required (e.g. secure) additional charges may apply. Kofile will provide a written proposal outlining any such charges. Storage services will continue, and Customer will be responsible to pay for such services, on a monthly basis until Customer accepts delivery or authorizes destruction of Customer Records.
7. With respect to Storage the following Limitation of Liability will apply and replaces the Limitation of Liability Provision found above in Section 6:

KOFILE WILL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE LESSER OF A) FIFTY AND 00/100 DOLLARS (\$50.00) PER PALLET OR B) ONE-HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000).

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

Addendum B
Cloud-Access Solution Subscription Addendum
Terms of Use
Last Revised January 19, 2026

The following Terms of Use ("TOU") apply to a Customer's use of Kofile's Cloud-Access Solution (the "Service") and any new features that augment or enhance the current version of the Service, 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. These terms are in addition to those set forth in the Standard Terms and Conditions except in the event of a conflict in which case this Addendum will govern.

1. Subscription to the Services.

a. 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 the Service during the Term of the Agreement (the "Subscription"). The Service is a cloud-based service. Customer understands it will not receive any software to download or a license to use the Service. Customer's Subscription authorizes Customer to access and use the Service which remains in the cloud. The Subscription to use the Service 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 Service to its customers, constituents, and other members of the public (hereinafter "End Users") solely for purposes consistent with Customer's use. Customer is responsible for the acts and omissions of its personnel and Authorized Users.

b. 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.

c. The Service 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. Neither you, nor your Users are permitted to use any robot, spider, scraper, or other automated means to access the Service for any purpose.

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 any account username 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 their 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 Service 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 the Service. 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 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 or User retain all intellectual property rights regarding data submitted by Customer or User(s) respectively.

3. Term and Termination. Except as otherwise provided for in a Proposal, The Access Solution subscriptions are on an annual basis. Customer will have fifteen (15) calendar days to test and accept its Service site in a test environment. Customer's annual subscription will begin (the "Initial Term") 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 Service. Kofile will remedy any defect(s), and the testing and acceptance process will be repeated. The Service subscription will automatically renew for additional one-year periods (each a "Renewal Term") unless a party provides sixty (60) days prior written notice of its intent not to renew. Subscriptions are not subject to termination for convenience. Either party may terminate the subscription for a material breach of this Agreement if, after providing fourteen (14) days' written notice of the breach, it remains uncured.

4. Subscription Fees. Customer will pay Subscription Fees for the Initial Term as set forth in the Proposal. Except as otherwise provided for in a Proposal, Kofile may increase the subscription fees for each Renewal Term in an amount not to exceed five percent (5%) of the then current Subscription Fees.

5. Customer Data. Customer Data means all the Customer records or Customer-originated content that is entered, uploaded, and in some instances stored in the Service 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.

6. 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 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 SERVICE IS DESIGNED TO PROVIDE ACCESS TO IMAGES OF PHYSICAL RECORDS WITHOUT CONVERSION TO TEXT. THE SERVICE 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 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 SERVICE WILL MEET CUSTOMER'S OPERATIONAL OR LEGAL OBLIGATIONS OR 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 SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

7. Customer Support and Maintenance.

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

b. **Maintenance.** The Service is a cloud-hosted solution where maintenance and improvements are being rolled out to the Service 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 certain improvements as well as continued maintenance to the Service. Certain upgrades may include additional features or functionality to the Service for which an additional fee is required if Customer desires access or use of those new features or functionality.

8. Third-Party Services. The 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 the Service 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 the Service.