

MASTER AGREEMENT DOCUMENT IMAGING SERVICES AND PRODUCTS

This Agreement for Document Imaging Services and Products (the "AGREEMENT") is made effective as of May 8th, 2017 (the "Effective Date") by and between OSAM, a wholly owned subsidiary of DataBank IMX, LLC., a Delaware Limited Liability Corporation with its principal offices located at 620 Freedom Business Center #120, King of Prussia, PA 19406, ("DataBank IMX") and Indian River County, a Florida county with its principal offices located at 1801 27th Street, Vero Beach, FL 32960-3388 ("CUSTOMER").

WHEREAS, CUSTOMER desires to digitize certain of its documents;

WHEREAS, DataBank IMX desires to provide CUSTOMER with document imaging services and related products;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

1. Services/Products: This is a master AGREEMENT to which signed statements of work ("Statements of Work") may be attached by the parties from time to time. DataBank IMX shall provide the services ("Services") and/or products ("Products") as set forth in such Statement(s) of Work, each of which shall be attached hereto as Exhibit(s) A, A.1, A.2, and so on. Each Statement of Work will be effective as of the date it is signed by an authorized representative of each party. If any term of a Statement of Work conflicts with the terms of this AGREEMENT, the terms of the Statement of Work will control. DataBank IMX will commence Services or delivery of Products in accordance with a Statement of Work.
2. Pricing/Schedule of Charges: The prices CUSTOMER agrees to pay DataBank IMX for Services and Products shall be set forth in the applicable Statement of Work.
3. Payment Terms For Products and Services: Payment shall be made in accordance with the provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.
4. Taxes: CUSTOMER shall be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state or local government entity on the transactions contemplated by this AGREEMENT, excluding only taxes based solely upon DataBank IMX's income. When DataBank IMX has the legal obligation to pay or collect such taxes, the appropriate amount will be invoiced to and paid by CUSTOMER unless CUSTOMER provided DataBank IMX with a valid tax exemption certificate authorized by the appropriate taxing authority.
5. Term: The term of this AGREEMENT shall be for one (1) year from the Effective Date (the "Initial Term"), which term may be extended to the extent a Statement of Work is in effect. The parties may renew the term of this AGREEMENT for successive one (1) year terms upon their written agreement. DataBank IMX shall, within thirty (30) days of expiration or termination of this AGREEMENT, deliver to CUSTOMER all deliverables created under outstanding Statements of Work.
6. Termination: This AGREEMENT may be terminated as follows:

If CUSTOMER fails to make any undisputed payment hereunder, and fails to cure such breach within

thirty (30) days after receiving written notice from DataBank IMX, then DataBank IMX may immediately and without further notice, terminate this AGREEMENT and declare all sums due and to become due hereunder, immediately payable.

If either party materially breaches any term or condition of this AGREEMENT and fails to cure such breach within sixty (60) days after receiving written notice of the breach, the non-breaching party may terminate this AGREEMENT on written notice at any time following the end of such sixty (60) day period.

If CUSTOMER elects to terminate this AGREEMENT for any reason, at any time following the first anniversary by providing at least ninety (90) days written notice.

Either party may terminate this AGREEMENT immediately upon notice of appointment of a receiver, or an assignee for the benefit of creditors of the other party, or in the event of any insolvency of the other party, except as may be prohibited by applicable bankruptcy laws.

Either party may terminate this AGREEMENT with thirty (30) days' notice.

7. Intellectual Property Infringement. DataBank IMX will indemnify, defend and hold harmless CUSTOMER, its affiliates, and their respective officers, directors, employees and agents against any and all liabilities loss, damage or expenses (including reasonable attorney's fees), to the extent such liabilities, loss, damage, or expenses are based upon a claim that Services or Products infringe upon the rights of third parties, including any trademark, copyright, or patent right.
8. Limits of Liability: DataBank IMX shall indemnify and hold harmless the County, and its officers, Commissioners and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of DataBank IMX and persons employed or utilized by DataBank IMX in the performance of the Work.

DATABANK TAKES COMMERCIALY REASONABLE STEPS TO DESIGN ITS SOFTWARE TO PROTECT THE SECURITY OF DATA SUBMITTED BY USERS, BUT IT DOES NOT AND CANNOT GUARANTEE THAT ITS SOFTWARE IS 100% SECURE FROM HACKING OR UNAUTHORIZED ACCESS. FURTHER, DATABANK DOES NOT CONTROL THE SERVERS ON WHICH ITS PORTAL WILL BE HOSTED, OR THE COMPUTERS, DEVICES, OR THE INTERNET OVER WHICH USERS MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION. DATABANK THEREFORE CANNOT PREVENT INTERCEPTIONS OR COMPROMISES TO USER DATA WHILE IN TRANSIT TO PROVIDER, NOR CAN DATABANK PREVENT ALL UNAUTHORIZED ACCESS TO [CUSTOMER'S] COMPUTER NETWORKS OR THE DATA STORED ON [CUSTOMER'S] COMPUTER NETWORKS. DATABANK MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED BY MEANS OF DATABANK'S SOFTWARE OR PORTAL. [CUSTOMER] UNDERSTANDS AND ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF ITS COMPUTER NETWORKS, AND IT AGREES TO DEFEND AND INDEMNIFY DATABANK AGAINST ANY THIRD PARTY CLAIM BROUGHT AGAINST DATABANK THAT ARISES FROM OR RELATES TO HACKING, A BREACH OF SECURITY, OR OTHER UNAUTHORIZED ACCESS TO DATA SUBMITTED THROUGH DATABANK'S SOFTWARE OR PORTAL.

9. Confidentiality: Each party (the "Recipient") acknowledges that it has or may be exposed to confidential and proprietary information of the other party (the "Disclosing Party"). For purposes of this AGREEMENT, "Confidential Information" shall mean any confidential or proprietary information of a Disclosing Party that is marked or otherwise designated in writing as confidential or would appear to a reasonably prudent person to be non-public, confidential or proprietary in nature, and includes, without limitation, trade secrets, technical information, business and product information, and information regarding, third-party suppliers and customers. Confidential Information shall not

include (i) information already known or independently developed by the Recipient without reference to the Disclosing Party's Confidential Information; (ii) information in the public domain through no wrongful act of the Recipient; (iii) information received by the Recipient from a third party who was free to disclose it without obligation to the Disclosing Party or any third party; or (iv) information disclosed by the Recipient as required by law, provided that the Recipient provides the Disclosing Party with prior notice in sufficient time before disclosure, so that a reasonable protective order may be sought. Except as expressly authorized by the Disclosing Party, the Recipient shall not disclose the Disclosing Party Confidential Information to any person or entity, except to the Recipient's employees or agents having a "need to know", and shall not use the Disclosing Party's Confidential Information for purposes other than performing this AGREEMENT. The Recipient and its personnel shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as the Recipient uses in safeguarding its own confidential information, but in no event less than a reasonable degree of care. The provisions of this Section shall survive the termination or expiration of this AGREEMENT.

10. Notices: Written notices under this AGREEMENT may be given by personal delivery, by registered or certified mail, postage prepaid, return receipt requested, or by commercial carrier requesting overnight delivery. Notices shall be deemed communicated upon receipt. Notices to CUSTOMER shall be delivered to _____, Attention: _____, with a copy to Attention: Legal Department (Contracts). Notices to DataBank IMX shall be delivered to DataBank IMX LLC., 620 Freedom Business Center #120, King of Prussia, PA 19406, Attention: Contract Compliance Administrator with copy to DataBank IMX LLC., 900 S Goldenrod Rd, Orlando, FL 32822.
11. Assignment: This AGREEMENT may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in whole to an affiliate, or in connection with the transfer or sale of all or substantially all of its business or business unit to which this AGREEMENT pertains, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this AGREEMENT.
12. Attorney's Fees: If any action is brought to enforce or interpret the terms of this AGREEMENT, whether in court or other tribunal, in each case having jurisdiction, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.
13. No Waiver: All rights and remedies conferred under this AGREEMENT or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by either party to enforce any provision of this AGREEMENT shall not be deemed a waiver of future enforcement of that or any other provision of this AGREEMENT.
14. Governing Law: This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the federal jurisdiction, in the United States District Court for the Southern District of Florida.
15. Parties Relationship: Nothing in this AGREEMENT shall be construed as creating any joint venture, partnership or agency relationship between the parties for any purpose whatsoever or as constituting either party as the legal representative, employee or agent of the other.

16. Successors and Assigns: This AGREEMENT shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns.
17. Severability: If a court or other tribunal, in each case having jurisdiction, holds any provision of this AGREEMENT to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions shall not be affected.
18. Counterparts: This AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19. Change in Scope. CUSTOMER hereby acknowledges that the rates and charges for the Services within a Statement of Work are based upon, among other factors, the Assumptions set forth on such Statement of Work. DataBank IMX, therefore, reserves the right to change its rates and charges to CUSTOMER under any given Statement of Work if the Assumptions are materially different than the circumstances presented by the CUSTOMER. In the event CUSTOMER requests any change in the Services after execution of any given Statement of Work, the parties may agree to modify the Statement of Work to reflect such changes. If the changes impact labor, materials, time or other direct or indirect costs, then new prices will be mutually determined by DataBank IMX and CUSTOMER. The parties agree that DataBank IMX shall not be required to perform any additional or modified Services until such time as the parties shall have executed and delivered to the other written amendments to the Statement of Work (including its pricing schedule and payment terms) to reflect such additional or modified Services.
20. Warranties: DataBank IMX warrants to CUSTOMER that: (i) all Services provided hereunder shall be performed in a competent, timely and workmanlike manner and consistent with generally accepted industry standards, and each of DataBank IMX' employees, independent contractors or agents assigned to perform the Services shall have the training, background and skills reasonably commensurate with the level of performance required under this AGREEMENT; and (ii) all Products provided by DataBank IMX hereunder will be free from material defects and perform substantially in accordance with their documentation, and DataBank IMX shall promptly correct any Product errors or malfunctions at no charge to CUSTOMER, and if DataBank IMX is unable to correct such errors or malfunctions, then it shall reimburse CUSTOMER the amounts paid for such Product. Except for the foregoing, DataBank IMX makes no warranties, including warranties of fitness or merchantability.
21. Survival: The terms and provisions of this AGREEMENT that, by their sense and context, are intended to survive the completion or termination of this AGREEMENT shall so survive the completion of performance and termination of this AGREEMENT, including, without limitation, Sections 6 through 23.
22. Publicity: Neither party shall publish any advertising, marketing, sales promotion or other publicity matter relating to products furnished or services performed or contemplated by this AGREEMENT wherein the other party, its affiliates, or the names of their respective customers or personnel, are mentioned, without such other party's prior written approval.
23. Non-Solicitation of Employee(s) Policy: The parties agree that during the term of the agreement and for three years thereafter, they shall not solicit or encourage, or cause others to solicit or encourage, any of the other party's' employees or contractors or any affiliate to terminate their employment or engagement . Each party shall not, directly or indirectly, hire any then-current or

former employee or contractor of the others and shall not solicit any then-current customer or an affiliate or any prospective customers made known to it by the other party for any business relating to in anyway, the business of the party or otherwise interfere with the business relations between the party and any such customers.

24. Entire Agreement: This AGREEMENT, including any executed Statements of Work, constitute the entire AGREEMENT between CUSTOMER and DataBank IMX regarding its subject matter and may be amended only by a writing executed by both. This AGREEMENT supersedes all agreements, proposals, oral or written, and other communications between the parties relating to the subject matter of this AGREEMENT. No amendment or modification to this AGREEMENT and no waiver of any provision shall be valid unless in writing and signed by both parties. If either party issues a purchase order, invoice, sales acknowledgement, memorandum or other instrument hereunder, such instrument shall be for such party's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not vary, modify or add to the terms and conditions of this AGREEMENT.
25. Attachments: The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A (Statement of Work for Document Conversion Services
(Pricing Schedule) - included with SOW

Additional documents such as Change Orders and/or Evidentiary Attachments to the Statements of Work for additional Document Conversion and/or Scanning Services, etc. may be subsequently attached to this AGREEMENT when duly executed and approved by both parties.

26. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
(772) 226-1424
publicrecords@ircgov.com
Indian River County Office of the County Attorney
1801 27th Street Vero Beach, FL 32960.

DataBank IMX shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of DataBank IMX or keep and maintain public records required by the public agency to perform the service. If DataBank IMX transfers all public records to the public agency upon completion of the contract, DataBank IMX shall destroy any duplicate public records that are

exempt or confidential and exempt from public records disclosure requirements. If DataBank IMX keeps and maintains public records upon completion of the contract, DataBank IMX shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency."

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their respective, duly authorized representatives, as of the Effective Date.

Indian River County

Company Name ("Client")

By (Signature)

Printed Name and Title

___ / ___ / ___
Dated

OSAM Document Solutions, Inc., a
subsidiary of DataBank IMX

Company Name ("DataBank")

William G. Pfeiffer

By (Signature)

William G. Pfeiffer - Southern Area SVP

Printed Name and Title

06 / 05 / 2017
Dated

OSAM DOCUMENT SOLUTIONS, INC.

Subsidiary of DataBank IMX

Statement of Work

INDIAN RIVER COUNTY MICROFILM SCANNING PROJECT

5/12/2017

General Services Administration (GSA) Contract Number GS-35F-057AA

Prepared by:
Glenn Walther

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OSAM DOCUMENT SOLUTIONS, INC.

Subsidiary of DataBank IMX

Version Control

Document Attributes

Document Name	Statement of Work
Document Identifier	Microfilm Scanning Project

Revision History

Version Number	Date	Responsibility (Author)	Description
1.0	9-20-16	Glenn Walther	Original Version
	11-01-16	Glenn Walther	Updated pricing
	11-07-16	Glenn Walther	Change to pricing
	3-23-2017	Glenn Walther	Revised pricing for GSA

OSAM DOCUMENT SOLUTIONS, INC.

Subsidiary of DataBank IMX

Introduction/Overview

OSAM Document Solutions Inc., a subsidiary of DataBank, and Indian River County are engaging in a project involving the digitization of the Building Plans and Permits for Indian River County. Indian River County currently has 305 rolls of 16mm microfilm and 420 roll of 35mm microfilm. The plan is to digitize these images and index by the plan number or permit number.

OSAM Document Solutions, Inc. was acquired by DataBank 3 years ago. OSAM Document Solutions has the GSA Contract that is being used for pricing for this proposal.

Objective

The objective of this document is to present the project scope, deliverables, assumptions, and services estimate for implementing the solution for Indian River County. It will also serve to solicit approval from Indian River County to move ahead with the described activities upon receipt of a signed copy.

Project Narrative

This engagement is intended to capture the digital images of the Building Plans and Permits of Indian River County and provide document classification services to properly identify each document type. These records are located in Indian River County, Florida.

1. OSAM Document Solutions, Inc., a subsidiary of DataBank, will pick up all documents specified by Indian River County for digitization.
2. While documents are in possession of OSAM Document Solutions, Inc., a subsidiary of DataBank, Indian River County will have access to records through OSAM Document Solutions, Inc., a subsidiary of DataBank's record retrieval process. Procedures for this will be provided to Indian River County during initial project kick-off.
3. The volumes of the initial project are estimated at 305 rolls of 16mm microfilm and 420 rolls of 35mm microfilm. Total images are estimated at 1,000,000. Scanning is to be done at 300DPI black and white.
4. Indexing will only be done by one method:
Plan will be indexed by plan number and permit number & Permit will be indexed by plan number, permit number and address
5. Visual verification and basic sampling will be performed to ensure that all images are legible and properly scanned for optimal viewing.
6. OSAM Document Solutions, Inc., a subsidiary of DataBank, will provide images and indices on DVD media or secure electronic drive or transmit via secured FTP if so desired.
7. Indian River County will also be provided with greyscale images of the plan documents. This will allow Indian River County to have an enhance-able image to revert in the case where the original image may have shading or quality issues.
8. Film Rolls will be returned upon completion.

OSAM DOCUMENT SOLUTIONS, INC.

Subsidiary of DataBank IMX

Scope of Services

The scope of this initiative will be limited to the following activities:

1. Project Initiation/Planning
2. Document Pickup
3. Document Manifesting
4. Document Scanning
5. Document Indexing/Classification
6. Document Quality Control
7. Document Delivery
8. Document Hosting

Activity	Description
Project Initiation/Planning	<ul style="list-style-type: none">▪ Internal project review and team assignment▪ Schedule document review meeting with Indian River County and OSAM Document Solutions, Inc., a subsidiary of DataBank, team to review any potential scan or document classification challenges▪ Production Schedule to be provided by OSAM Document Solutions, Inc., a subsidiary of DataBank
Document Purge/Pickup	<ul style="list-style-type: none">▪ OSAM Document Solutions, Inc., a subsidiary of DataBank will provide team to pull boxes of rolls from shelves in at location.▪ Boxes will be identified by range within box▪ Manifesting of rolls will occur at OSAM Document Solutions, Inc., a subsidiary of DataBank location▪ Pickup schedule will be decided mutually between OSAM Document Solutions, Inc., a subsidiary of DataBank and Indian River County
Document Manifesting/Record Removal	<ul style="list-style-type: none">▪ When records arrive at OSAM Document Solutions, Inc., a subsidiary of DataBank, we will make record of every individual roll contained within the box▪ Indian River County will be provided with database of rolls manifested during this process▪ OSAM Document Solutions, Inc., a subsidiary of DataBank will utilize this manifest list to ensure that each and every roll is electronically captured, identified, and delivered to Indian River County

OSAM DOCUMENT SOLUTIONS, INC.

Subsidiary of DataBank IMX

Activity	Description
Document Scanning	<ul style="list-style-type: none">▪ Building Plans and Permits will be scanned as 300DPI multipage PDF images▪ Each document will be saved as a multipage file▪ Scanners are maintained and monitored to prevent image degradation.▪ Scanners are set at a threshold to produce the best possible image from all image quality types within the files▪ All roll film images will be captured. There will be no decision made on whether or not an image is a true image to the plan set included on the roll.
Document Indexing	<ul style="list-style-type: none">▪ Indexing will be accomplished by the following method:<ul style="list-style-type: none">○ Plan will be indexed by plan number and permit number & Permit will be indexed by plan number, permit number and address
Document Quality Control	<ul style="list-style-type: none">▪ Basic QC<ul style="list-style-type: none">○ Images are inspected for quality (skewing, double feeds, contrast, and readability) as part of the scanning process.○ OSAM Document Solutions, Inc., a subsidiary of DataBank will give best efforts to provide clear, legible images from the film. However, because of the age and condition of the rolls, we cannot guarantee the quality of the images produced.
Pickup/Delivery	<ul style="list-style-type: none">▪ One single pickup from Indian River County will take place for all Building Plans and Permits designated for project.▪ At completion of project, all Building Plans and Permits will be returned to Indian River County.
Service Level Agreement	<ul style="list-style-type: none">• From each delivery, Indian River County will have four weeks to inspect documents for errors. After this time, all work is accepted as completed.

OSAM DOCUMENT SOLUTIONS, INC.

Subsidiary of DataBank IMX

Volume Breakdown

The following is a summary of the Building Plans and Permits and the estimated pages to be captured. As there is no method to determine actual frames on each film roll until they have been scanned, the numbers below are estimates.

BOX	16mm Rolls	16mm Images	35mm Roles	35mm Images
1	0	0	101	70,700
2	0	0	102	71,400
3	0	0	51	35,700
4	0	0	97	67,900
5	57	125,400	66	46,200
6	87	191,400	53	37,100
7	161	354,200	0	0
Total Images	305	671,000	470	329,000

All volumes shown to complete the project are estimations of the anticipated amount needed to complete the project. Indian River County will be invoiced based on the amount of volume and time actually required to complete the project. Pricing also assumes that the processes defined in this SOW are followed during the project duration. Any changes in scope or service level may involve additional proposed services or pricing. This quotation is good for 30 days from date of document. Payment terms are net 30 days. This SOW pricing supersedes all other contracts for services.

OSAM DOCUMENT SOLUTIONS, INC.

Subsidiary of DataBank IMX

Compensation and Payment Schedule

Work to be performed under the GSA Contract Number GS-35F-057AA. The pricing configuration below **includes the indexing of the address**. This is a fixed price bid based upon not exceeding the volumes above. Please see the pricing table below that outline the GSA Contract pricing being allocated.

Includes the Indexing of Address for Retrieval

Scope of Microfilm Conversion Services			
Description	Hours	Hourly Rate	Amount
Scanning and indexing services Senior Subject Matter Expert	1858	\$ 55.97	\$ 103,992.26
Scanning and indexing, Managerial Review Program Manager	166.5	\$ 94.55	\$ 15,742.57
TOTAL PRICE FOR SERVICES			\$119,734.83

Vendor will charge and bill services fees to Indian River County for the deployment services provided under this SOW in the following manner:

1. Services will be billed on a monthly basis based upon work performed and delivered during that months processing.
2. Services will be detailed by line item and hours on every invoice

Change Order Authorization

In the event that additional services are required outside the scope of this SOW a change order will be generated. The change order will contain the details of the extension to this SOW and will contain Time and Cost estimates. Once the change order has been executed by both parties a new SOW will be generated to cover the items listed in the change order.

OSAM DOCUMENT SOLUTIONS, INC.

Subsidiary of DataBank IMX

Binding Affects and Agreements

This SOW shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations under this SOW, in whole or in part, to any other person or entity without the prior written consent of the other party. Any change in control resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this section shall be null and void and of no force or effect.

Acceptance of SOW

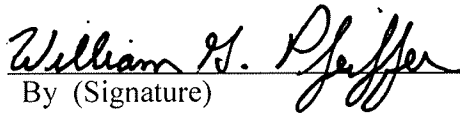
This SOW represents Vendor's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Indian River County signing and delivering this SOW to Vendor within 30 days from the date of this document (the "Acceptance Deadline"). Vendor may withdraw this offer at any time prior to acceptance by Indian River County. In any event, this offer shall be void, and shall for all purposes be deemed to have been withdrawn by Vendor, if this offer is not accepted, in the manner provided above, by Indian River County on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

OSAM Document Solutions, Inc., a
subsidiary of DataBank IMX

Company Name


By (Signature)

William G. Pfeiffer - Southern Area SVP

Printed Name and Title

06 / 05 / 2017

Dated

Indian River County

Company Name

By (Signature)

Printed Name and Title

Dated