Master Service Agreement
for
Scanning Services

Integra Information Technologies, Inc.
dba Integra PaperLESS Business Solutions
101 S. 27th Street, Boise, ID 83702
(800) 444-8688
http://integraECM.com
MASTER SERVICE AGREEMENT (MSA) FOR SCANNING SERVICES

Scope of Work. Integra Information Technologies, Inc. (hereafter "INTEGRA") shall perform the Scope of Work (SOW) attached to this Master Service Agreement, and the work will be billed according to the attached General Services Administration (GSA) Schedule. This Agreement may only be amended in writing and only with the consent of both parties.

By signing the Agreement, Client acknowledges that it has reviewed INTEGRA's SOW and agrees that it is reasonable, acceptable and meets the Client's needs and expectations for the Project.

Standard of Care. INTEGRA will perform services using the customary care and skills employed by competent persons performing similar services under similar circumstances, subject to any limitations or exclusions contained in the SOW under this Agreement. INTEGRA does not warrant or guarantee services outside of the SOW.

Levels of Service. INTEGRA offers different levels of scanning services to suit the desires and needs of the clients and must be clearly outlined in the SOW. The level of quality is most often directly dependent on the quality of the original documents/images and often cannot be improved. Client must determine the level of service desired for their purposes.

Client has reviewed the SOW and has determined that it does not require a greater level of service than stated in this agreement and the SOW. Unless otherwise specifically stated in writing, the services will not be performed in accordance with any particular written or published guidelines, but in accordance with the attached SOW.

Client Responsibilities. Client is responsible for communicating all necessary information to INTEGRA to enable INTEGRA to prepare the correct SOW. A signed agreement is required prior to INTEGRA picking up any documents for scanning. All documents will be converted in accordance with the SOW. Any changes made by the Client after completion of the SOW and the start of the project, shall be billed according to INTEGRA's GSA Schedule rate.

Client is responsible for the selection and proper sequencing of records to be converted, providing the following: an itemized list of records in each box, document packaging, labeling, establishing media type, providing indexing requirements, order of records, quantity, authorized personnel, identifying or removing duplicates, determining document disposition, and delivery method prior to pick-up. Also, Client will sign a document release authorization prior to pick-up. Any of the above items not completed by Client can be performed by INTEGRA at standard rates.

INTEGRA will load documents from the point of pick-up. Any additional loading requirements will be billed at standard rates. Client is responsible to insure that all records have been backed up in case of an incident rendering the documents unreadable. INTEGRA shall not be responsible for the replacement cost of any "lost" data/documents.

Unacceptable Documents. INTEGRA is entitled to reject and return any documents that may endanger INTEGRA's personnel, or that may produce unsatisfactory results for the Client. This includes but is not limited to, documents that have suffered liquid damage, insect/animal larva or feeds infestation, mold, mildew, stained, aged/brittle records and illegible documents of any kind.

Payment Terms. All invoices shall be paid within thirty (30) days from the date of invoice. Invoices for work performed under extended contracts will be sent bi-monthly unless otherwise noted. Client shall pay a late payment charge of 1.5 percent per month (18% per annum) on any balance past due.

INTEGRA reserves the right to suspend delivery or service until payment is made in full. All costs and expenses, including attorney fees incurred by INTEGRA to collect any past due amounts, shall be charged and paid by the Client.

Changed Conditions. If, after execution of this agreement, INTEGRA discovers conditions or circumstances not anticipated by INTEGRA, and/or not disclosed by Client, INTEGRA will promptly notify Client of the change condition with a Change of Work Addendum. Client agrees to negotiate an appropriate modification to the SOW, including an appropriate modification to INTEGRA's fees. If not otherwise agreed on, INTEGRA's standard rates will apply. If INTEGRA and Client cannot agree on a revised SOW or fee, either party may terminate this Agreement as set forth in this Agreement.

Acceptance. All work produced by INTEGRA are the property of INTEGRA until the work is accepted (signed for by the Client) and payment is received. Following acceptance, and receipt of payment INTEGRA will return all original documents to the Client in their original condition. Following Client's acceptance, all electronic data and any back-ups will be purged without further notice to Client unless additional document or data storage is agreed upon in the SOW.

Charges for Termination. If the Client terminates the project for any reason prior to completion, the Client shall pay for all work identified in the original SOW, including any and all expenses incurred by INTEGRA.

Limitation of Liability. Client agrees that its sole and exclusive remedies for any damage or loss in any way connected with INTEGRA's services, whether by negligence or otherwise,
shall be, at INTEGRA's sole discretion. Also, the damage or loss resulting from the quality or condition of Client's documents is solely the responsibility of Client, and INTEGRA shall have no responsibility or liability for such loss or damage.

Client agrees to limit INTEGRA's total aggregate liability to Client arising from any alleged negligent acts, errors or omissions, such that the total aggregate liability of INTEGRA, shall not exceed INTEGRA's total fee for the services rendered on this Project.

Survivability. The limitations of liability established under this Agreement shall survive the expiration or termination of this Agreement. If INTEGRA provides additional services under this Agreement, Amendment, or Change of Work to this Agreement, the indemnity provisions and limitation of liability will apply to all such services.

Damage Exclusions. Under no circumstances (including breach of the warranty against infringement) and under no legal theory, tort, contract, or otherwise, shall either party be liable to the other party for any special, exemplary, punitive or consequential damages including and without limitation, damages for loss of profits or good will, work stoppage, computer failure or malfunction, or any and all other damages or losses, or for any damages in excess of the fees and charges actually paid hereunder.

Limitation of Warranties. Except as specifically provided herein, INTEGRA disclaims all warranties with regard to the products sold hereunder, including all implied warranties of merchantability, fitness for a particular purpose, or performance. Any statements or representations made by INTEGRA salespersons or employees do not constitute warranties and shall not be relied on by the Client for purchasing or other decisions. Only the SOW document, GSA Schedule and this agreement represent INTEGRA's commitment to the Client.

Integration and Amendment. Client agrees that this agreement together with the SOW constitutes the full and complete agreement between Client and INTEGRA for the project specified herein and that this Agreement supersedes any other terms, conditions, representations or agreements. This Agreement may be amended or modified only by a written agreement/ addendum signed by both parties.

Controlling Law. This Agreement shall be governed by the laws of the State of Idaho and Jurisdiction shall be with the Idaho District Court in Bonneville County, Idaho. This Agreement is not assignable by either party except by prior written agreement of the other party.

Force Majeure. Neither party hereto shall have liability for any delay or failure in performance resulting from acts of God, acts of nature, unavailability of supplies or sources of energy, war, any governmental act or order of a court, fires, floods, embargoes, strikes or similar events (collectively referred to as "Force Majeure" events).

Either party shall have the right to terminate this Agreement if a Force Majeure event prevents the other party from performing its obligations for a period of more than sixty (60) days. In the event that this Agreement is terminated due to a Force Majeure event, the parties shall have no further obligation or liability hereunder except for the payment for services completed prior to the termination of the Agreement.

Default. If Client should default on its obligations under this Agreement, then INTEGRA may elect to terminate the Agreement and declare the entire amount of the unpaid balance due and payable immediately and may exercise any other remedy existing, including retention of the completed work until payment is received. Client shall pay INTEGRA all costs and expenses including reasonable attorney's fees incurred by INTEGRA, in exercising its rights or remedies hereunder.

If INTEGRA should default on its obligations under this Agreement, then BONNEVILLE COUNTY may elect to terminate the Agreement and withhold payment for any goods or services not provided in accordance with the terms and conditions of this Agreement. Upon termination of the Agreement, INTEGRA shall return all documents to the COUNTY in their original condition at INTEGRA's expense and INTEGRA shall pay the COUNTY all costs for damages incurred by the COUNTY as a result of the default including reasonable attorney's fees incurred by the COUNTY in exercising its rights or remedies hereunder.

Confidentiality. In the course of performance of this Agreement, each party may have access to information and data of the other party, which may be considered confidential or proprietary trade secrets. Each party agrees to use such confidential material and/or trade secrets only for the purposes of this Agreement, and not to otherwise use, copy, disclose or disseminate confidential information or trade secrets of the other party without the prior written consent of the other party. This restriction will continue without limitation after the termination of this agreement. Nothing herein shall prohibit Bonneville County from complying with its statutory duties relating to public records requests related to this agreement and production of related documents.

Waiver. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for future events, failures or breaches. The failure or delay of either party in exercising any of its rights under this Agreement shall not constitute a waiver of such rights.

Extension. Upon written agreement between INTEGRA and the Client, this contract and its pricing may be extended to additional work projects or departments, subject to the availability of funding.

Worker's Compensation. INTEGRA shall maintain in full force and effect worker's compensation for INTEGRA and any agents, employees, and staff that INTEGRA may employ, and upon request provide proof to Client of such worker's compensation coverage.

Approval. The undersigned agrees to all terms and conditions herein and authorizes commencing the project.

Client: Bonneville County

Signature: [Signature]

Date: 1-14-16

INTEGRA: [Signature]

Date: 1-19-16

January 11, 2016
SCOPE OF WORK (SOW)

1. **Pickup & Delivery**: Integra shall pick up and return all documents in their original condition.

2. **Chain of Custody**: Integra shall maintain custody of all documents during transportation and processing.

3. **Security**: Integra shall be responsible for the security of all documents and their contents during transportation and processing.

4. **Access**: Integra shall provide copies of any documents in its possession upon request by the County within one business day.

5. **Image Quality**: All documents shall be scanned in black & white, at 300 DPI or equivalent.

6. **Format**: All documents shall be scanned in a standard format (multipage PDF/TIFF) compatible with the Computer Arts Recording system used by the county.

7. **Image Audit**: All images shall be cropped to image, de-skewed and enhanced to the extent possible taking into consideration the quality of the original document or image.

8. **Polarity**: All Photostat, negative or reverse images shall be converted to positive images.

9. **Indexing**: All documents shall be indexed according to (1) Document Type, (2) Instrument number, (3) Grantor and (4) Grantee, as applicable.

10. **Quality Control**: Industry standard quality control shall be provided to insure that images meet industry standards and there are no missing documents.

11. **Deliverable**: All images shall be delivered on electronic storage devices (CD/DVD/Hard Drive) in a format which can be uploaded to the County Recording System. County to request batch import requirements/format from Computer Arts, and provide to Integra.

12. **Acceptance**: The county reserves the right to reject any image that that it deems unsatisfactory allowing for the condition of the original.

13. **Ownership**: All documents and copies or images of documents and information contained in said documents are the sole property of Bonneville County and may not be sold, distributed or otherwise released or used for any purpose without the written consent of the Bonneville County Clerk, Auditor and Recorder.

14. **Original Media:** The original media format includes, Aperture Cards, Microfiche, Microfilm, Books, Maps and Paper records. Media does not include photographs or photographic slides.

15. **Condition:** The documents do not include any deteriorating or fragile paper, including onion skin, or not standard weight paper such as cardstock (except on Aperture Cards).

16. **Special Handling:** Any special handling, outside of standard procedure, must be agreed upon prior custody being taken of said records.
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<tr>
<th>Qty</th>
<th>Item</th>
<th>Description</th>
<th>Cost Each</th>
<th>Total</th>
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<td>PREP-S</td>
<td>Book Scanning: Preparation - per hour - GSA</td>
<td>$25.00</td>
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<td>Book Scanning: 11&quot;x17&quot; Color - per hour - GSA</td>
<td>$34.30</td>
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<td>Book Scanning: Indexing - per hour - GSA</td>
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<td>$147.00</td>
<td>$294.00</td>
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<td>Discount</td>
<td>Discount: Services (1% discount for GSA purchase over $100,000)</td>
<td>-$280.61</td>
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* Hardware & Software: Payment due prior to shipping.
* Scanning & Services: Billed monthly.
* Tax: Applicable sales tax not included.
* Pricing: Integra guarantees pricing for 30 days.

TOTAL: $27,780.39

Approved By: 

Date: 
### Proposal for:
Bonneville County - Clerk  
Dan Byron, 208-529-1340  
dbyron@co.bonneville.id.us  
605 N. Capital Ave  
Idaho Falls, ID 83402

### Created by:
Beau Brazier, 208-794-8725  
beau@integraECM.com  
Date: 12/2/2015  
Project: Clerk Aperture Cards  
Proposal #: BB20151202BCC-APCards

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<td>102,760</td>
<td>SCANAP1-FS</td>
<td>Microfilm Scanning: Aperture Card Scanning - per card - GSA</td>
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<td>326,340</td>
<td>QC-FS</td>
<td>Microfilm Scanning: Quality Control - per image - GSA</td>
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* Hardware & Software: Payment due prior to shipping.  
* Scanning & Services: Billed monthly.  
* Tax: Applicable sales tax not included.  
* Pricing: Integra guarantees pricing for 30 days.

### Approved By:  

### Date:  

TOTAL: $47,750.47
## Proposal for:
Bonneville County - Clerk  
Dan Byron, 208-529-1340  
dbyron@co.bonneville.id.us  
605 N. Capital Ave  
Idaho Falls, ID 83402

## Created by:
Beau Brazier, 208-794-8725  
beau@integraECM.com  
Date: 12/2/2015  
Project: Clerk Microfiche  
Proposal #: BB20151202BCC-Microfiche

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* Hardware & Software: Payment due prior to shipping.  
* Scanning & Services: Billed monthly.  
* Tax: Applicable sales tax not included.  
* Pricing: Integra guarantees pricing for 30 days.

## Approved By:  
[Signature]  
Date: 7-14-16