

BMI IMAGING SYSTEMS, INC.

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made as of August 29, 2017 (the “Effective Date”) by and between BMI Imaging Systems, Inc. (“BMI”) and the customer identified on the signature page hereof (“Customer”) (each a “Party” and together, the “Parties”).

In consideration of the mutual covenants and conditions contained in this Agreement, the Parties hereby agree as follows:

1. **Definitions.** The following underlined terms shall have the meaning as set forth herein, as follows:

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with the Customer. “Control” for purposes of this definition means, direct or indirect ownership of a majority ownership interest of the subject entity.

“Agreement” shall mean the general and specific terms and conditions of this Agreement and any attachment(s) pertinent to the ordered BMI Services, including but not limited to any Schedule of Work and any amendments and supplements thereto.

“BMI Services” shall mean the BMI imaging services, BMI product installation services, and BMI Hosting Services, as described and provided by BMI and ordered by Customer under this Agreement and relevant Schedule of Work.

“BMI Hosting Services” shall mean BMI hosted online access to Imaged Product for use by Customer-authorized End Users.

“BMI Documentation” means BMI end-user documentation, help and training materials, as made available to Customer from time to time.

“Customer” shall mean the entity identified on the signature page of this Agreement excluding any Affiliate unless expressly stated in this Agreement.

“Customer Documents” shall mean the tangible records, books, manuscripts, photographs, newspapers, periodicals, files, disks, tapes, slides, film, and other physical materials, provided by Customer to BMI in accordance with this Agreement.

“End User” shall mean any person who is authorized by Customer to access and use Imaged Product in connection with Customer’s business.

“End User License Agreement” or “EULA” shall mean BMI’s end user license agreement for access and use of Imaged Product, whether installed “on premise” at a Customer location or accessible online via BMI Hosting Services.

“Imaged Product” shall mean the end results of digital or photographic reproduction processes of BMI Services that can be viewed by Customer on a display device.

“Schedule of Work” shall mean any ordering document and attachments approved by the Parties setting forth BMI Services to be performed for Customer in accordance with this Agreement.

2. **Term.** This Agreement shall commence on the Effective Date and unless terminated earlier as set forth herein, shall continue for one (1) year after the expiration or termination of all BMI Services under all applicable Schedules of Work.
3. **BMI Services.**
 - a. **BMI Services.** Subject to Customer's compliance with this Agreement, BMI shall provide BMI Services to Customer in a professional, timely, and workmanlike manner, in accordance with the terms and conditions of this Agreement and mutually agreeable Schedule of Work.
 - i. **Online Hosting Services.** All BMI Hosting Services requested in a Schedule of Work shall be subject to the terms and conditions of this Agreement and the additional terms and conditions set forth in Addendum 1 attached hereto, which terms and conditions are hereby incorporated by this reference as though fully set forth herein.
 - ii. **End User License Agreement.** All access and use of Imaged Product by a Customer End User shall be subject to End User's acceptance of BMI's then current End User License Agreement, a copy of which shall be annexed hereto as Exhibit A, and the terms and conditions of which are hereby incorporated by reference as though fully set forth herein.
 - b. **Imaging of Customer Documents.** Imaging of Customer Documents shall be subject to a mutually acceptable Schedule of Work and Customer's full compliance with the terms and conditions of this Agreement. BMI does not represent, warrant or guarantee that all Customer Documents will be capable of reproduction or that each reproduced image will be legible. Subject to timely Customer notice as set forth herein, BMI agrees to reprocess any missed or illegible Customer Documents (provided the original is legible) and when determined by BMI to be technically possible, to insert the missing or corrected images into the Imaged Product.
 - c. **Confidentiality.** BMI acknowledges and agrees that all Customer Documents or any other information and materials furnished by Customer to BMI that Customer identifies as confidential information of Customer shall be and remain the confidential information of Customer (the "Confidential Information"), including all Imaged Product containing Confidential Information, unless one or more exclusions set forth below applies. BMI agrees that it shall not use or disclose the Confidential Information for any reason other than as set forth in this Agreement or any related Schedule of Work. Customer acknowledges and agrees that BMI may disclose Confidential Information to BMI subcontractors for the purposes of this Agreement who are obligated in writing to maintain the confidentiality of the Confidential Information. **Exclusions.** For purposes of this Agreement, Confidential Information shall not include information or materials that: (a) has previously become or is generally known to the public or trade through no breach of this Agreement or a similar confidentiality or non-disclosure agreement; (b) was already rightfully known to BMI or a third party prior to it being disclosed by or obtained from the Customer under this Agreement; (c) has been or is hereafter rightfully received by BMI from a third party under no restriction on use or disclosure; or (d) has been independently developed by BMI without access to the Confidential Information of Customer. Customer agrees that BMI may disclose Customer Confidential Information in response to a lawful order of a court of competent jurisdiction or legal authority, provided Customer is given reasonable notice for Customer to take steps to protect the Confidential Information prior to disclosure, at Customer's sole expense.
 - d. **Suspension or Early Termination for Good Cause/Customer Release/Waiver.** BMI reserves the right in its sole discretion to suspend, refuse to perform, and/or terminate BMI Services, in whole or in part, for good cause in the event of: (i) Customer's failure to make payment of any amounts due for BMI Services when due, (ii) a third party claim of violation or infringement of any right arising from or related to the Customer Documents and/or Imaged Product, (iii) the receipt of an order of a court or legal authority of competent jurisdiction to cease and desist from the performance of BMI Services related to Customer Documents and/or Imaged Product, and (iv) Customer becomes insolvent or declares bankruptcy. **Waiver.** *No such suspension, refusal to perform or termination of services for good cause shall be deemed a violation or breach of this Agreement.*

- e. Return or Destruction of Customer Documents for Good Cause/Customer Release/Waiver. Should any claim, invoice or charge of BMI remain unpaid by Customer for ninety (90) days or more, Customer shall be deemed to have abandoned the Customer Documents and Imaged Products. BMI's liability (if any) for any loss of or damage to Documents or Imaged Product incurred during such period shall be that of a gratuitous Bailee only and BMI shall have good cause and the right in its sole discretion to return and/or destroy (in whole or in part) the Customer Documents and Imaged Product without authorization from or notice to Customer and to charge Customer for the return and/or destruction. **Waiver.** *Customer hereby releases BMI and waives any and all claims for damages or losses of any kind under any legal theory against BMI arising from or related to the return or destruction of Customer Documents and Imaged Products in accordance with this Agreement.*

4. **Customer Responsibilities.**

- a. Customer Cooperation. Customer acknowledges and agrees that in order for BMI to perform BMI Services, Customer must make available to BMI, in a timely manner, certain Customer Documents and as applicable, Customer personnel, equipment, and facilities. Customer agrees that it will use best efforts to cooperate with BMI in all respects of this Agreement and Customer acknowledges that its failure to do so may prevent BMI from performing BMI Services in a timely manner, including but not limited to meeting milestones as may be designated in a Schedule of Work.
- b. Payment: Customer shall be responsible for full and timely payment of all amounts due and owing for BMI Services provided under this Agreement, subject to and in accordance with its terms and conditions. Except as otherwise set forth in a Schedule of Work: (1) all charges for BMI Services, together with any sales or other applicable tax, are due and payable no later than thirty (30) days after the invoice date; (2) Invoices will typically be provided monthly by U.S. Mail for completed services; and (3) unpaid amounts are subject to late payment charges or the lesser of one and one-half percent (1.5%) of the Legal Compliance: Customer will accept responsibility for any ownership or right to use issues in regards to documents that originate from its office for conversion and hosting services provided by BMI pursuant to this Agreement. BMI will accept responsibility for any ownership or right to use issues in regards to documents that originate from the Customer's Office for which BMI has accepted a right to make a copy in exchange for services.
- c. Transportation of Customer Documents and Imaged Product. Customer shall be solely responsible for the shipping and handling of Customer Documents and Imaged Product to and from BMI Services facilities for all purposes, including but not limited to declaring the true and accurate value of the Customer Documents and media thereof. Customer acknowledges and agrees that in the event BMI facilitates the shipping, handling and/or transportation of Customer Documents and Imaged Product in any way, BMI shall not be deemed a contract or commercial carrier and BMI shall not be liable for the loss or damage of Customer Documents or Imaged Product arising from or related to the shipping, handling or transportation thereof, except where such loss or damage arises from the negligent acts or omissions of BMI, its officers, directors, employees, agents or contractors, BMI agrees to provide at its sole expense a duplicate replacement copy of any Customer Documents or Imaged Product lost or damaged and such replacement copy shall be in a form satisfactory to Customer.
- d. Quality of Customer Documents for Imaging: Customer shall be responsible for the accuracy and quality of all Customer Documents provided to BMI in connection with this Agreement.
- e. Quality Review of Imaged Product. Within sixty (60) days of the Imaged Product being made available to Customer, Customer agrees to thoroughly review the Imaged Product and notify BMI of any actual or suspected missing Customer Documents or illegible images. After such 60-day period, Customer agrees to pay for any retakes or corrections requested by Customer at BMI's then effective rates.
- f. Backup of Customer Documents and Data/Assumption of Risk. Customer shall be responsible to make prior and ongoing backup copies of all Customer Documents, data and programs connected to any networked device onto which BMI will be loading software, data or Imaged Products in connection with the performance of requested BMI Services. Customer acknowledges and agrees that BMI makes

no claim as to the compatibility or serviceability of any software or Imaged Product in connection with Customer's software or equipment and Customer accepts all risk for any damage or loss of property or data that might arise from or relate to the use or installation of such software by BMI or its agents.

- g. **Insurance.** Customer shall maintain adequate and sufficient insurance coverage or shall self-insure with respect to any damage and/or loss of any or all Customer Documents at all times and all places. Customer acknowledges and agrees that it has unique knowledge of the value of the Customer Documents and therefore represents and warrants to BMI that Customer is solely responsible for maintaining insurance, in such amounts as it deems necessary and appropriate, to cover the Customer Documents while they are within the care, custody, and control of BMI or any common carrier. Additionally, Customer shall declare the true and accurate value of the media of Customer Documents (e.g., paper or disk value) in connection with the transportation, processing, storing and/or imaging by BMI as provided to BMI.
 - h. **Non-Solicitation.** Customer shall not recruit, solicit, induce or otherwise contract for the employment of BMI employees or BMI Services contractors during the effective term of this Agreement.
5. **Disclaimer of Warranties.** Except as expressly stated in this Agreement, BMI makes no warranties with regard to BMI Services or Imaged Product, express or implied, including without limitation the warranty of merchantability, title, fitness for a particular purpose, and non-infringement, which are hereby expressly disclaimed.
6. **Limitation of Liability.**
- a. . In the event of loss or damage of Customer Documents or Imaged Product, Customer and BMI agree that BMI will provide at its sole expense a duplicate replacement copy of any lost or damaged Customer Documents or Imaged Product in a form satisfactory to Customer, provided Customer makes a source available from which a new copy can be created.
- TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BMI BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROPERTY, DOCUMENTS, IMAGED PRODUCT, PROFIT OR REVENUE) ARISING FROM OR RELATED TO THIS AGREEMENT, THE SUSPENSION OR TERMINATION OF SERVICES UNDER THIS AGREEMENT, OR THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, EVEN IF BMI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. BMI'S MAXIMUM LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ALL DAMAGES OR LOSSES TO CUSTOMER DOCUMENTS AND IMAGED PRODUCT SHALL BE LIMITED TO THE REPLACEMENT COST OF THE MEDIUM ON WHICH THE CUSTOMER DOCUMENTS OR IMAGED PRODUCT WAS ORIGINALLY PRODUCED. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO PREVENT CUSTOMER FROM PROCURING AND MAINTAINING ITS OWN INSURANCE FOR CUSTOMER DOCUMENTS AND IMAGED PRODUCT.
- b. The Parties acknowledge that BMI has set its prices and entered into this Agreement in reliance upon the limitations, exclusions, and disclaimers of liability and the disclaimers of warranties and damages set forth in this Agreement, and that such limitations, exclusions, and disclaimers are fundamental elements and form an essential basis of the bargain between Customer and BMI. BMI would not be able to have provided the Services to Customer without such limitations. The limitations and exclusions of liability and disclaimers specified in this Agreement shall survive and apply even if the remedies provided herein are found to have failed of their essential purpose.
7. **Termination for Breach.** Either party may terminate this Agreement or Schedule of Work, in whole or in part, if the other party materially breaches this Agreement and fails to cure the breach within thirty (30) days following notice from the other party specifying the breach.

8. **Termination for Convenience.** This Agreement or BMI Services under a Schedule of Work may be terminated by either Party without cause upon thirty (30) days' notice to the other Party; *provided* BMI has not commenced performance of BMI Services under any Schedule of Work.
9. **Rights and Obligations upon Termination.** Upon termination or expiration of this Agreement or BMI Services under a Schedule of Work, Customer shall pay BMI all amounts due and payable for services rendered and upon payment Customer may request the return, transfer and/or disposal of all or some of Customer Documents, Imaged Product and Customer Confidential Information in BMI's possession and/or control. Any and all expenses for the return, transfer or disposal of Customer Documents, Imaged Product and Confidential Information shall be borne by Customer, including but not limited to any sales or transfer taxes.
 - a. **Retention of Backup/Archival Copies of Imaged Product.** In the absence of express instructions from Customer or separate written agreement as set forth in this Section 9, Customer agrees that BMI may, in its sole discretion, retain one or more copies of Imaged Product for backup, warranty, archival or dispute resolution purposes; *provided*, nothing in this Agreement shall obligate BMI to retain any such copy(ies) for any period of time for any purpose. Customer acknowledges and agrees that BMI shall have no obligation or legal duty to Customer arising from this Agreement to retain one or more copies of Imaged Product for any purpose or to provide additional services to Customer, even if BMI has retained any such copy(ies) for backup, warranty and/or archival purposes. Any obligation on BMI to retain one or more copies of Imaged Product for any purpose or to provide additional services to Customer shall require a separate and mutually agreeable retention and services agreement signed by both parties.
 - b. **Compliance with Copyright Holder Demands.** In the event a copyright holder or legal representative of a copyright holder presents a credible claim of having a copyright interest in an Imaged Product and on that basis demands or requests the destruction, modification, transfer, reproduction, distribution, display, transmission, and/or preparation of derivative works of, a copy of the Imaged Product in BMI's possession and/or control, BMI may accommodate and comply with any such demand or request, as BMI may decide in its sole and absolute discretion, to avoid and/or settle a claim against BMI by the copyright holder, all without cost, benefit, payment, contribution, obligation, notice, consent, or liability of any kind under any legal theory, to Customer.
10. **Miscellaneous.**
 - a. **Force Majeure.** Neither party shall be liable under this Agreement by reason of any failure or delay in the performance of its obligations under this Agreement (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, acts of terror, war, governmental action, labor conditions, earthquakes, material shortages, or any other cause beyond the reasonable control of such party.
 - b. **Entire Agreement.** This Agreement and all attachments hereto constitute the entire understanding of the parties and supersede any prior agreements and understandings between the Parties relating to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar Headings are used for convenience only and shall not be used to construe or interpret this Agreement.
 - c. **Assignment.** This Agreement is personal to the Parties and may not be assigned, in whole or in part, without the prior written consent of the Parties; *provided*, however, each Party may transfer this Agreement to a successor in interest of all or substantially all of the assets or voting stock of the Party and in which case such consent shall not be required. This agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, legal representatives, successors, and permitted assigns.
 - d. **Relationship.** The relationship of the parties is that of independent contractors. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership, agency, brokerage, or joint venture.

- e. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered via certified mail or express courier to the party's representative and address identified herein, which may be changed in accordance with the provisions of this section. Any such notice shall be deemed to have been given upon receipt.
- f. Governing Law/Severability. This Agreement shall be governed by and constructed in accordance with the laws of the State of California applicable to contracts made and to be performed in California, and without application of conflict of law provisions or California Civil Code Section 1654. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severed from the Agreement and without effect on the remainder which shall be valid and enforceable in accordance with the original intent of the parties.
- g. Resolution of Disputes/Time Limitation of Claims. Customer agrees to notify BMI within sixty (60) days of the date that Customer receives the Imaged Product from BMI of any claim or dispute arising from or related to BMI's Services under this Agreement with respect to received Imaged Product. All claims or disputes not resolved between the Parties within one hundred and twenty (120) days of notice may be finally settled by binding arbitration conducted under the Commercial Arbitration Rules of the American Arbitration Association, as then in effect. Any such Arbitration shall be at a location mutually agreed by the parties, before an arbitrator mutually agreed by the parties. The prevailing party as determined by the arbitrator in any such arbitration shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in the arbitration. The award of the arbitrator, which may include equitable relief, shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- h. Counterparts. This Agreement may be executed in duplicate counterparts with facsimile (electronic) signatures, each of which shall constitute an original for all purposes and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Customer and BMI have caused this Agreement to be executed by a duly authorized officer with the intent to be bound as of the Effect Date set forth herein.

Customer (Company Name)

BMI IMAGING SYSTEMS, INC.

By (Print Name)

By: William D. Whitney, CEO

Signature

By: Janice Harrison, Secretary

Address

1115 E. Arques Avenue
Sunnyvale, CA 94085-3904

Attachments:

- 1) Schedule of Work
- 2) Addendum 1: BMI Hosting Services Terms and Conditions
- 3) Exhibit A: BMI End User License Agreement

Scope of Work



March 1, 2017

Mr. Bill Schultz
Clerk-Recorder
County of El Dorado
360 Fair Lane
Placerville, CA 95667

Dear Mr. Schultz

Thank you for taking the time to meet with me. BMI Imaging Systems appreciates the opportunity to provide you with information regarding the conversion of your historical microfilm based records to Digital Reel. Included with this proposal are the following items:

- Project Objectives
- Features and Benefits
- OCR Processing – Text Search
- Adjustable Grayscale Enhancement
- Digital Reel Process
- Redaction Services
- DR Cloud Hosted Services
- Archive Writer Services
- Schedule of Fees

We look forward to working with the County of El Dorado in making this another successful project. If you have any questions or need any additional information, please contact me at (916) 924-6666 x405.

Sincerely,

A handwritten signature in black ink, appearing to read "M. D. Aufranc", written in a cursive style.

Michael D. Aufranc

Project Objectives

- All the images from the microfiche records will be available to the staff and public (not Vitals) in high quality adjustable grayscale format following the conversion process. This will provide significantly better copies for staff and public.
- Eliminate the micrographics equipment and related maintenance contracts.
- These historical land records will be searchable via standard text queries, opening up a 'user friendly' searching experience for the Public. This feature will also reveal content from these records not previously available.
- Provide Archive Writer services to the County.

Features and Benefits

<u>Features</u>	<u>Benefits</u>
The width and length of each roll of fiche is scanned	Provides a complete digital archive. Ensures all images are captured. No risk of lost/missed images.
Each fiche is scanned at 300 dpi grayscale	This feature provides a higher quality image able to be adjusted for contrast and brightness. This is especially useful with old microfilm records.
Text Search	Public or staff can perform text searches within historical land records. Brings content to records that were previously unavailable.
BMI hosted services	Images and data will be securely housed in two separate data centers for access by authorized County users.

OCR Processing – Text Search

As part of this project, BMI will apply optical character recognition reading and cataloging to the Counties Land Records contained on microfilm. In addition to the typical Book and Page search, this feature will provide a familiar searching method to the staff and public. This technology will greatly aid public based searches as index books and other reference materials may not be needed. The results of the OCR processing will vary depending upon the quality of the microfilm images and font styling. BMI does not guarantee or review the results from this process. Following is an example of how patrons might use this technology:

Home screen to view available document types:

The screenshot shows the Digital Reel interface for MARIN COUNTY PUBLIC RECORDS DR6. The page title is "Document Type" with "(11 items)" listed below. A search bar contains the text "search marin county public rec...". The document types are listed as follows:

- CODIFIED BOOKS 1856 - 1923
- DEEDS
- GRANTEE 1921 - 1951
- GRANTEE 1952 - 1973 WITH HIDDEN TEXT
- GRANTEE GRANTOR 1852 - 1921
- GRANTOR 1921 - 1951
- GRANTOR 1952 - 1973 WITH HIDDEN TEXT
- MISCELLANEOUS 1873 - 1922
- OFFICIAL RECORDS 1921 - 1972 BY BOOK WITH HIDDEN TEXT
- OFFICIAL RECORDS 1973 - 1979 SERIES #

The interface includes a sidebar with "Home", "Log Out", and "Help" options. The browser address bar shows "https://dr6a.bmiimaging.com/index/index2/dataset#". The taskbar at the bottom shows various application icons and the system clock indicating 10:18 AM on 3/13/2014.

Search across all document types for "Orietta Pioli":

The screenshot shows the Digital Reel search results page for the query "orietta pioli". The page title is "Search Results" with "(2 items found)" listed below. The search bar contains the text "orietta pioli". The results are categorized into "Index Results (0)" and "Text Search Results (2)".

6 Hits

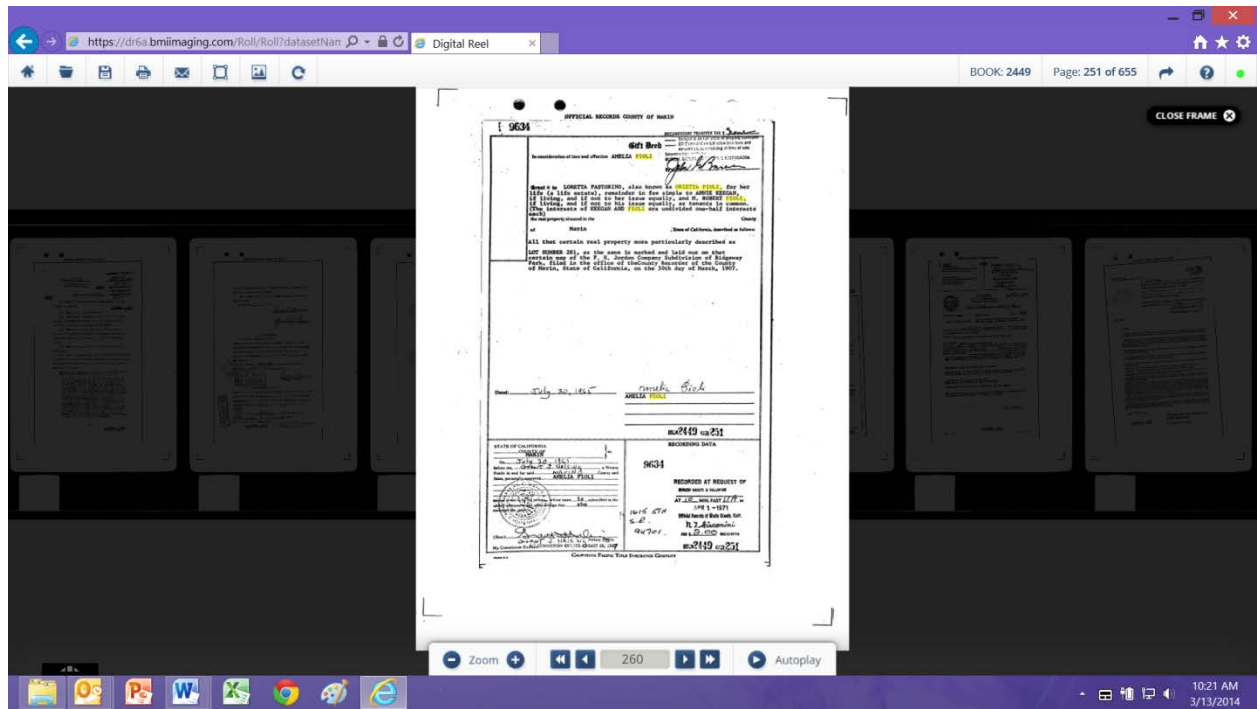
... S315. Determin-; To7 --". 1 1. Inconsideration Of Loyeand Affection AMELIA PIOLI * Grants Ta LORETTA PASTORINO, Alga,KnoWn As ORIETTA PIOLI, For Her Life (A Life Estate), Remainder Fee Simple To ...

3 Hits

... Z ANTONIGU RU_BY G JUN 07 DEED 2469 694 09634 PIOLI ORIETTA & M ETAL PIOLI AMELIA APR 01 DEED 2449 251 ROBERT ETC 30481 PIONEER ...

The interface includes a sidebar with "Home", "Log Out", and "Help" options. The browser address bar shows "https://dr6a.bmiimaging.com/index/index2/dataset#". The taskbar at the bottom shows various application icons and the system clock indicating 10:20 AM on 3/13/2014.

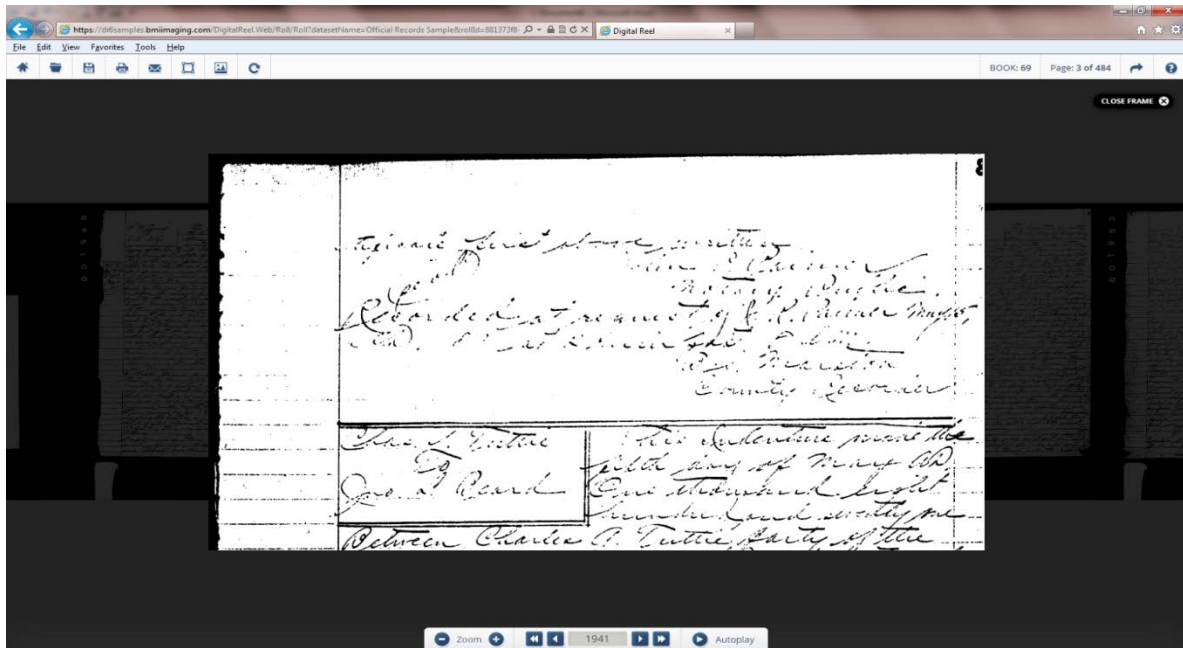
Click the returned link to view the document containing the search which is highlighted:



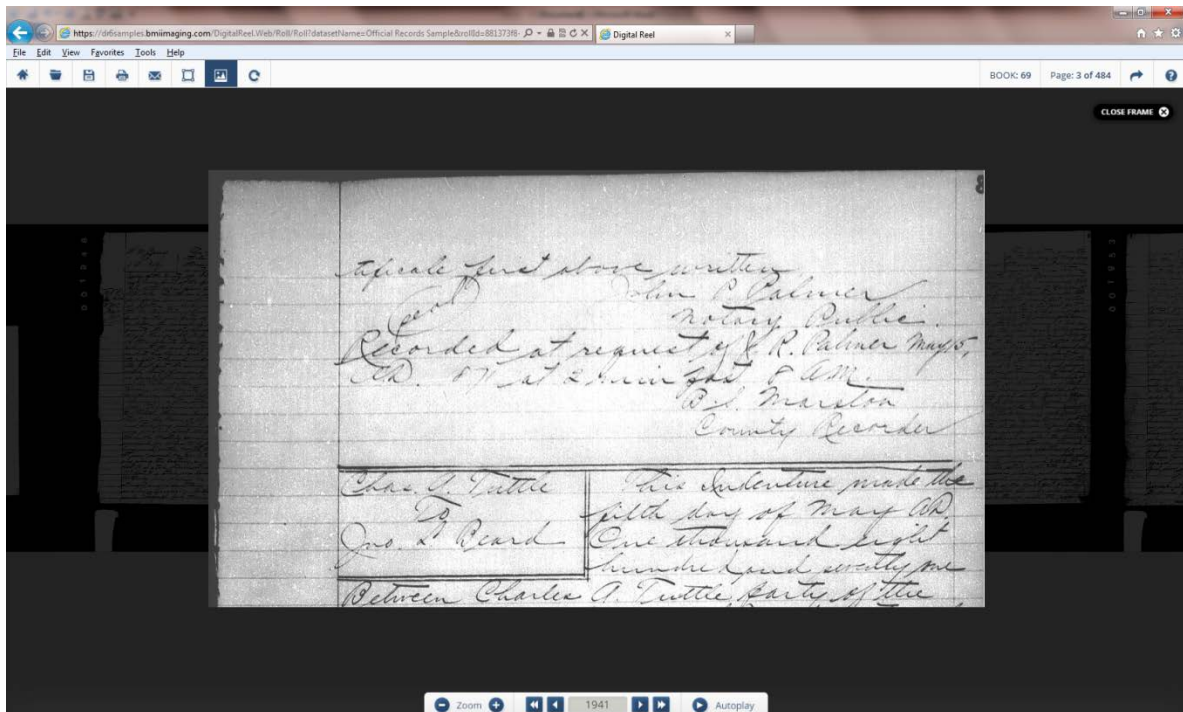
Adjustable Grayscale Enhancement

The images are presented as bi-tonal (black and white) for retrieval speed. Should there be a need for an enhanced image, a grayscale version can be viewed and darkened or lightened through contrast and brightness controls. This functionality is critical for hard to read older records. Following are screen shots illustrating the use of this technology:

View of bi-tonal image showing illegible portion:



Click "ENHANCE" to view adjustable grayscale image:



Digital Reel Process

- BMI will provide transportation of the microfiche using BMI vehicles and BMI employee drivers.
- The film scanning will take place in our Sunnyvale, CA facility located at 1115 East Arques Ave. While in BMI possession, County film will be stored in BMI's climate controlled film storage vault in our 17,000 foot sprinkled and alarmed production center.
- Rolls/Fiche will be incrementally moved to the scanning area. Material is entered into the Digital Reel Job Trak system. Rolls/Fiche will be entered into the system for index values, orientation of the images (reduction ratio, 2-up, 1-up, cine, comic, simplex, duplex, negative, positive) and orientation of the rolls themselves (left to right, right to left).
- Each fiche will be checked in multiple locations for mean density of the images. When these density factors are determined, scanning will begin.
- Following the scanning, the microfiche are returned to the BMI film storage vault. The image processing then takes place in an automated workflow environment.
- During the quality control process, operators visually review each fiche for image quality, grayscale retrieval and index accuracy.
- This completed conversion of the fiche to Digital Reel will take an estimated 5 months from time of pick up.
- The County can review scanning progress through secure on-line access to our in-house production servers. Besides reviewing the progress of the job, the County will be able to use the system to provide print requests for staff and the public during the five month project.

DR Hosted Services

BMI will provide secure hosted services for the Digital Reel data set. The Digital Reel dataset will be housed at our primary data center (Raging Wire, a Tier 4 Data Center, in Sacramento, CA) and replicated to our Sunnyvale data center. This hosting includes two complete Raid synched sets of data and images, both active for requests, both with high speed bandwidth. This service includes 10 named user accounts.

Archive Writer Services

On a monthly basis, customer is to provide BMI with the following zipped items in folders via secure FTP:

ToBMI\BIRTHS

ToBMI\DEATHS

ToBMI\MARRIAGES

ToBMI\OFFICIAL RECORDS

Please add the date of the document to the zip file. For example:

- OFFICIAL RECORDS first document in the zip is January 1, 2017, we would like to name the zip file as O20170101.zip (OYYYYMMDD)
- B for BIRTHS (B20170101.zip)
- D for DEATHS (D20170101.zip)
- M for MARRIRAGES (M20170101.zip).

These images will be written to 16mm original microfilm rolls. Births/Deaths/Marriages will be written to separate rolls. As the Vital Records rolls will likely not have enough volume to fill an entire roll, this document type will be subject to a per roll fee. Rolls will be labeled and shipped to the customer.

Schedule of Fees

BMI will provide the following conversion services for the County at no cost in exchange for a “right to copy and resell” these historical land records:

Item	Estimated Volume	Unit Price	Total Price
Patents	300 Jackets		
Deeds through Official Records Book 1722 (1979)	18,100 Jackets		
Grantor Grantee Indices from 1979 backward	300 COM Fiche		
Project Total			n/a

Listed below are the additional services requested by County (pricing from Merced County Superior Court Project):

Item	Estimated Volume	Unit Price	Total Price
Confidential Marriages	3,200 Jackets	\$1.25	\$4,000
Marriages	1,200 Jackets	\$1.25	\$1,500
Deaths	2,200 Jackets	\$1.25	\$2,750
Births	3,600 Jackets	\$1.25	\$4,500
Hosted Services	1 Year		included
Project Management	1	\$2,500	\$2,500
Pick-up and delivery	2	\$300	\$600
Project Total			\$15,850

Applicable sales tax will be additional. Any required additional requested services will be additional and billed @ \$75/hour. The volumes provided herein are **estimates** and the quantity will vary. Prices include OCR processing and all related costs or expenses, including but not limited to all labor, transportation and travel expenses, for the conversion and initial hosting services described herein. Following year one of hosted services (included with contract), the annual fee will be \$6,000/year. This fee will be billed each year and will begin once the initial milestone for the project is approved by the County and will be renewed automatically.

Item	Estimated Volume	Unit Price	Total Price
Archive Writer Services	Various	\$.038/image	\$.038/image
Project Set up and Testing			\$750
Additional Per Roll Fee for Separation of Vital Records	Various	\$75/roll	\$75/roll
Shipping/Handling	Various	Actual cost	Actual cost

The annual estimate for this work is 350,000 images per year and 70 rolls which would equate to **\$19,000** annually plus sales tax. Pricing includes all related costs or expenses, including but not limited to all labor, transportation and travel expenses, for services described herein.

ADDENDUM 1
To
BMI MASTER SERVICES AGREEMENT

(Effective Date: 8-29-2017)

BMI HOSTING SERVICES

TERMS AND CONDITIONS

This addendum (“Addendum”) sets forth the additional terms and conditions upon which BMI shall provide BMI Hosting Services to Customer under the Master Services Agreement (“MSA”) having an Effective Date as set forth above. Unless agreed upon elsewhere in this Master Services Agreement, paid hosting will begin upon Customer approval of Milestone 1, that sampling prepared by BMI and approved by Customer.

1. **Definitions.** All definitions set forth in the MSA shall apply to this Addendum.
2. **Storage and Access to Imaged Product.** BMI shall provide a minimum hardware storage configuration of RAID 5 on which the Imaged Product will be stored. BMI will provide access to this hardware configuration in both of its two (2) hosting locations, with one configuration available at any one time at least 99% of Standard Business Hours. Standard Business Hours are defined as M-F: 5:00 AM to 5:00 PM (Pacific).
3. **Access Services.** BMI shall allow access to the Imaged Product to End Users via Internet connections from one or more of BMI data repositories. End Users will be determined by Customer, who will provide BMI with updated status information regarding those End Users. Adding or removing End Users will be at the discretion of Customer or his/her representative. That representative, when wishing to add or remove End Users from authorized status, will request that BMI support personnel remove or add any End User. Customer may also wish to be provided with software tools to allow for administration level, direct Customer controlled addition or deletion of End Users. Customer acknowledges that he/she assumes responsibility for adding, deleting or maintaining End Users, whether directly administering the End Users through its representative or through BMI technical support.
4. **Security.** The Internet by its very nature is inherently an unsecure medium. The Customer is responsible for validating the integrity of the information and data it receives and transmits over the Internet. The Customer is required to protect the security of its Internet account and usage. The Customer’s passwords will be treated as private and confidential and not disclosed to or shared with any third parties. Customer agrees to protect their data and images from unauthorized use, complying with protocols for sensitive, confidential and personal information. Customer acknowledges that BMI’s control over Customer Documents and Imaged Product, once delivered and received at the Customer network firewalls or approved mobile devices, does not continue to exist. Therefore, Customer assumes responsibility for the security of any Customer Documents and Imaged Product upon such delivery and receipt, except that BMI remains responsible for the security of any hardware storage provided by BMI.
5. **Communications Lines.** BMI utilizes communication services of telecom third parties. Customer acknowledges that BMI does not have ultimate control of communications lines used to access the Imaged Product; and therefore, BMI cannot ultimately guarantee the security of transmissions to and from BMI to Customer. BMI routinely utilizes TLS (Transport Layer Security) protocol for transmission of the Imaged Product to clients and can provide other enhanced data communication and security provisions upon request, such as single IP access or VPN. Unless otherwise noted, communication between BMI and Customer will utilize TLS technologies. Unless otherwise contracted, Customer should not expect bandwidth greater than 1.5Mb/s during Standard Business

Hours. Customer should not assume access will be available after Standard Business Hours (all times Pacific).

6. **Maintenance.**

- a. Standard Maintenance or System Upgrades. BMI shall perform preventive maintenance of its servers and other facilities in accordance with its normal maintenance schedules and procedures, as modified from time to time during the term of this Agreement. Customer acknowledges that Access Services may not be operable during periods of preventive maintenance. BMI will make reasonable efforts to inform Customer prior to any scheduled maintenance.
- b. Unscheduled Maintenance. Customer acknowledges that BMI may have to perform maintenance on an emergency basis and that Access Services may not be operable at these times. BMI shall provide Customer with notice as soon as possible in such situations and will make every reasonable effort to make Access Services available to Customer as possible.

7. **Customer Support.** Customer may contact BMI either by telephone, email, and/or other means agreed to by BMI and Customer, for limited operational and technical support pertaining to BMI Services, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. (Pacific), excluding BMI holidays. For purposes of this section, BMI holidays are all federally observed holidays, including but not limited to, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, and the day before and/or after Christmas Day if occurring on a regular week day. BMI will provide Customer with a toll-free telephone number for support.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be signed by their duly authorized representatives.

Customer (Company Name)

BMI IMAGING SYSTEMS, INC.

By (Print Name)

By: William D. Whitney, CEO

Signature

By: Janice Harrison, Secretary

Address

1115 E. Arques Avenue
Sunnyvale, CA 94085-3904

EXHIBIT A
To
BMI MASTER SERVICES AGREEMENT
(Effective Date: **8-29-2017**)

BMI
END USER LICENSE AGREEMENT

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9. End Users Outside the US

If you are located outside the jurisdiction of the U.S., then the provisions of this Section shall apply to you. (i) this Agreement and all related documentation shall be in the English language. (LES PARTIES AUX PRESENTES CONFIRMENT LEUR VOLONTE QUE CETTE CONVENTION DE MEME QUE TOUS LES DOCUMENTS Y COMPRIS TOUT AVIS QUI S'Y RATTACHE, SOIENT REDIGES EN LANGUE ANGLAISE); and (ii) you are responsible for complying with any local laws in your jurisdiction which might impact your right to import, export or use the Software and you represent that you have complied with any regulations or registration procedures required by applicable law to make this Agreement and license valid and enforceable.

10. Export / Import

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11. Termination/Survival

This Agreement and End User's rights and license granted hereunder shall continue in perpetuity unless a termination date is specified in any purchaser order, unless terminated earlier pursuant to the terms of this Agreement. BMI may immediately suspend and/or terminate End User's right and license under this Agreement with or without notice to End User upon discovery of a material breach of this Agreement. The provisions of Sections 5, 6, 7 and 11 shall survive the termination of this Agreement.

12. General

This Agreement will be governed by the laws of the State of California without application of conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement and is hereby expressly excluded. Should any provision of this Agreement be deemed invalid or unenforceable, the remaining portions shall remain valid and enforceable in accordance with the original intentions of the parties. All disputes arising from or relating to this Agreement and/or its subject matter shall be brought in a court of competent jurisdiction located in the State of California. The prevailing party in any action or proceeding to enforce the terms of this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs. This Agreement contains the complete agreement between the parties with respect to the END USER LICENSE AND TERMS OF USE. All previous and collateral agreements, representations, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement. In the event of any conflict between this Agreement and any other terms and conditions pertaining to the access and use of the Software, this Agreement shall govern the access and use of this Software. This Agreement may not be modified or amended except in writing signed by a duly authorized officer of BMI. BMI reserves the right to modify the terms and conditions of this Agreement with thirty (30) days advance notice to you. No provision of this Agreement may be waived except in writing signed by the party to be charged. No waiver of any default or violation shall constitute a waiver of any subsequent default or violation of the same or other provision. All notices and approvals given under this Agreement must be in writing and delivered in person, or by first class mail, express mail, facsimile with confirmation of transmission, or email with return acknowledgment. Notice provided in accordance with this subsection will be deemed given when received. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. This Agreement and the rights granted hereunder may not be assigned without the express written consent of BMI. The section headings of this Agreement are provided for purposes of convenience only and shall be of no effect in the interpretation or meaning of any provision.

[End]