



Agreement for Information Technology Products and Services

Government Records Services, Inc.

Panola County, Texas

This agreement for information technology products and services ("Agreement") is entered into by and between **Government Records Services, Inc.** (a Xerox company), 8600 Harry Hines Blvd, Dallas, TX 75235 ("Xerox"), and **Panola County**, a government entity in the State of Texas ("Client"), 110 South Sycamore, Carthage, TX 75633. Xerox and Client (each individually a "party" and collectively the "parties") agree as follows:

- SERVICES** Xerox agrees to provide to Client the information technology products, software, and related materials ("System") and perform for Client the services ("Services") described in the Statement of Work, which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement. The parties agree that the obligation of Xerox to provide the Services under this Agreement will commence on January 1, 2017. On and after the Effective Date, Xerox will exercise all reasonable efforts to promptly install the System and complete all necessary work so that the Services are available to Client on and after January 1, 2017.
- TERM** This Agreement will become effective on September 1, 2016 ("Effective Date"), and shall continue through December 31, 2021, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). At the end of the Term, the parties may agree in writing to extend this Agreement for an additional five (5) year period ("Extended Term"), subject to the termination provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, Xerox agrees to continue providing (upon written request from Client) the System and Services on a month-to-month basis for a period not to exceed one (1) year in accordance with the terms and conditions contained in the Agreement until notified in writing by the Client that the System and Services are no longer needed because the Client has secured a replacement government records management services provider ("Month-to-Month Term").
- PAYMENT** Client agrees to pay Xerox for the System and Services in accordance with the payment provisions set forth in Schedule A. Xerox agrees that charges to Client for a Service listed on Schedule A shall not accrue before such Service is provided to Client. Xerox shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice in accordance with the requirements of Texas Government Code Chapter 2251.
- EXPENSES** Specific types of expenses that will be reimbursed by Client are listed in Schedule A. Xerox will bear sole responsibility for all other expenses incurred in connection with the delivery of the System and performance of the Services. Expenses will be listed in each invoice. Upon request, Xerox will provide receipts or other reasonable documentation.
- TAXES** If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Xerox may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Xerox is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Xerox for payment of those taxes.

6. DELIVERY AND ACCEPTANCE Xerox will arrange for delivery of appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of hardware shall be F.O.B. to the receiving point at each installation site. Xerox will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A. Client agrees to provide Xerox with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required.

7. CONFIDENTIALITY With respect to information relating to Client's business which is confidential and clearly designated as confidential or proprietary ("Client Confidential Information"), Xerox will instruct Xerox personnel to keep that information confidential by using the same degree of care and discretion that is used with similar Xerox information that Xerox regards as confidential. However, Xerox shall not be required to keep confidential any information that: (i) is or becomes publicly available; (ii) is already lawfully possessed by Xerox; (iii) is independently developed by Xerox outside the scope of this Agreement and without any reliance on Client Confidential Information; or (iv) is rightfully obtained from third parties. Xerox shall promptly notify Client in writing if access to or disclosure of Client data of any kind is requested by any third party, including but not limited to any open records requests or judicial or administrative pleadings or requests, or if disclosure of or access to Client data otherwise is sought, or is ordered or threatened to be ordered, by a tribunal (including but not limited to a court or a governmental agency or unit) having requisite authority and jurisdiction. Pending and after such notification Xerox shall take no action to release or provide access to such data, or by omission fail to take an action which would preserve the security of such data, preclude Client from timely seeking relief to avoid disclosure of or access to such data, or otherwise prejudice Client's practical or legal ability to protect or seek protection for the confidentiality of such data. Xerox shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by Xerox in the course of providing the Services.

8. XEROX PROPRIETARY INFORMATION Client agrees that Xerox methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified and clearly marked as proprietary or confidential by Xerox, which may be disclosed to the Client, are confidential and proprietary information ("Xerox Confidential Information"). With respect to Xerox Confidential Information, the Client shall keep that information confidential by using the same degree of care and discretion that it uses with similar Client information that Client regards as confidential, but in any event no less than a reasonable degree of care. Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already lawfully possessed by Client; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on Xerox Confidential Information; or (iv) is rightfully obtained from third parties.

9. USE OF CONFIDENTIAL INFORMATION; NOTIFICATION OF COMPROMISED DATA Xerox and Client shall use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and shall not disclose confidential information to any third party, other than as set forth in this Agreement, or to the employees of the other party, Xerox subcontractors, or permitted consultants engaged by the Client without the other party's prior written consent.

Xerox shall promptly notify Client in writing if any Client data (or other Client information) in the possession of Xerox is in any way destroyed, deleted, lost, overwritten, corrupted, modified by unauthorized persons, or its integrity, accuracy or accessibility is otherwise compromised; if any unauthorized persons or entities access Client data of any kind; or there has been disclosure of Client data of any kind to unauthorized persons (all collectively "Compromised"). The notification shall include identification of the data Compromised, by or to whom Compromised (if known), a full description of the nature and circumstances of the event, and of what, if anything, Xerox is doing or proposes to do to remediate and to prevent such Compromises in the future.

The notification shall be updated or modified in writing promptly upon additional or different information about the event becoming known to the Xerox. If such an event occurs, Xerox will cooperate with and assist Client in: investigating the event and remediating the data Compromise, developing and implementing processes and procedures to prevent future such events, as may be requested by Client; and in any judicial or other proceeding that may result (including appearing as a witness as requested by Client).

10. SYSTEM OWNERSHIP AND USE RIGHTS The System provided under this Agreement includes technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trademarks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to Client or developed, conceived, or acquired by Xerox, Xerox employees, or by the authorized agents or subcontractors of Xerox as a part of the Services, including derivative works (individually and collectively "Xerox Intellectual Property") The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Xerox Intellectual Property shall vest solely in Xerox. Client understands and agrees that all Xerox Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Xerox. The provisions of this Section shall survive termination of this Agreement.

11. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or Xerox or otherwise coming into the possession of Xerox in connection with performing the Services or otherwise during the Term or Extended Term shall remain the exclusive property of Client Client may duplicate on electronic media the data entered into the System. Client retains ownership of all data created by the use of the System.

12. DATA BACKUP Prior to Xerox providing the System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, Client will be responsible for backing up all data contained in the System on a regular basis (and in all cases, immediately prior to the provision by Xerox of any warranty or maintenance Services) in accordance with standard industry back-up procedures, as modified by any written instructions for data back-up provided by Xerox. If Xerox is unable to recover any or all lost or corrupted data, the responsibility and liability of Xerox for the loss of Client data shall be limited to restoring the data to the last provided daily back-up. Xerox shall not be liable for monetary damages or set-off for loss of Client data or software. Except to the extent specifically provided in this Section as part of the Services, Client will be responsible for the integrity and content of data contained in the System Under no circumstances will Xerox be responsible for the loss of Client data or software.

13. SOFTWARE LICENSE Xerox hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the Xerox Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. Xerox represents and warrants that Xerox possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Xerox Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the Xerox Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Xerox Intellectual Property without prior written authorization by Xerox; and will not export any Xerox software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

14. THIRD PARTY HARDWARE AND SOFTWARE Any hardware and third-party software components provided by Xerox as part of the System are listed in Schedule A. Rights to commercial off-the-shelf software or any other hardware or software provided by third-party software vendors are subject to the provisions of the software licenses provided by those third-party software vendors. Client understands and agrees that acceptance and use of this third-party hardware and software will be deemed acceptance of the terms and conditions of the licenses provided by the respective hardware and software vendors. Client further agrees to use the third party software in accordance with the terms of those licenses. For "shrink wrap" or "click-wrap" software, Client authorizes Xerox to accept the terms of each license on behalf of the Client when the software is installed. To the maximum extent allowable by each of the third-party commercial hardware and software vendors, Client shall be entitled to all standard manufacturers warranties, guarantees, or exchange policies for defective items, which are offered by the third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished under this Agreement. Xerox explicitly disclaims all warranties of merchantability and fitness for a particular purpose. Xerox makes no other express or implied warranties whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

15. INSURANCE Xerox agrees to maintain insurance coverage meeting the requirements set out in Schedule B, hereto. Upon request, Xerox will provide evidence of coverage on a standard ACORD form certificate of insurance.

16. RISK OF LOSS OR DAMAGE TO HARDWARE Xerox will bear the risk of loss or damage to any hardware while in transit to or from Client installation site(s). Client will bear all risk of loss or damage to hardware after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of Xerox, its employees, agents, representatives, or subcontractors.

17. PERFORMANCE AND SYSTEM WARRANTIES Xerox warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards and the System delivered by Xerox will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION AND THE SOFTWARE WARRANTY SET FORTH IN SECTION 18 OF THIS AGREEMENT ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. XEROX MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY HARDWARE OR SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. XEROX EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. XEROX EXPRESSLY DOES NOT WARRANT THAT THE SYSTEM OR ANY HARDWARE OR SOFTWARE COMPONENT OF THE SYSTEM WILL BE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. CLIENT WAIVES ANY CLAIM THAT ANY OF THESE WARRANTIES OR THE REMEDIES PROVIDED UNDER THIS AGREEMENT FAIL OF THE ESSENTIAL PURPOSE FOR WHICH THE WARRANTIES OR REMEDIES ARE PROVIDED. XEROX AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY TEMPORARY DELAY, OUTAGES, OR INTERRUPTIONS OF THE SERVICES.

The limited System warranty provided under this Agreement shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by Xerox; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by Xerox; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Xerox; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress

If any component of the System is believed to be defective, Client shall give Xerox prompt written notice that identifies each defect with specificity. Xerox will investigate and verify each reported defect. Upon verification by Xerox of a reported defect, Xerox shall (as determined by Xerox in the sole discretion of Xerox) repair, replace, or otherwise correct each verified defect at no cost to Client. The parties understand and agree that the remedy determined and applied by Xerox shall constitute a complete and satisfactory remedy for each covered defect. The remedies provided under this Section shall constitute the sole and exclusive remedies available to Client for any defects in System components. The provisions of this Section shall survive termination of this Agreement.

18. SOFTWARE WARRANTY Xerox warrants that during the Term any application software components of the System that are developed and owned by Xerox (including customized software components) and furnished to Client by Xerox under this Agreement will be free from material errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by Xerox. The provisions of this Section shall survive termination of this Agreement. The limited warranty provided for Xerox software under this Section shall not cover, and shall be void as to (a) any third party hardware or software (including commercial off-the-shelf hardware and software) provided to or used by Client in connection with the System, (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Xerox; (c) any component that has been altered or modified by Client or any third party that has not been authorized in writing by Xerox; (d) any component that is damaged due to the negligence or misconduct of Client or any third party; (e) any component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by Xerox, or (f) any failure due to *force majeure* or exposure to unusual physical or electrical stress.

19. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications, force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party (“Force Majeure Event”)

Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

20. TORT AND PROPERTY DAMAGE CLAIMS To the extent permitted by law, each party shall indemnify and hold harmless the other party (and its successors, officers, directors, and employees) from any and all liabilities, claims, and expenses of whatever kind and nature for injury to or death of any person or persons and for loss of or damage to any tangible personal property occurring in connection with or in any way incident to or arising under this Agreement, resulting in whole or in part from the negligent acts or omissions of the indemnifying party. The indemnified party shall promptly notify the indemnifying party, in writing, of any claim and shall reasonably cooperate with the indemnifying party in the defense and settlement of the claim. The provisions of this Section shall survive termination of this Agreement.

21. LIMITATIONS OF LIABILITY

NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.

XEROX SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SYSTEM OR SERVICES PROVIDED UNDER THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT XEROX HAS SET ITS PRICING AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THESE LIMITATIONS AND DISCLAIMERS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CLIENT UNDERSTANDS AND AGREES THAT XEROX EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY OR LIABILITY FOR THE CONTENT OF INFORMATION PASSING THROUGH XEROX HOST COMPUTERS, SERVERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO XEROX UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT 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 OR OTHER CHARGES PAID BY CLIENT TO XEROX DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

22. DISPUTE RESOLUTION It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Xerox and the Client (or a representative of Client who has authority to act to negotiate the dispute subject to approval of the Panola County Commissioners Court) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available by law, contract, equity, or otherwise.

23. TERMINATION FOR BREACH OR DEFAULT BY XEROX If Xerox materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to Xerox of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the later of the effective date of termination or the end the Month-to-Month Term, and make available at Client's location for pick-up by Xerox the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after the later of termination or the end of the Month-to-Month Term.

24. TERMINATION FOR BREACH OR DEFAULT BY CLIENT If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Xerox may terminate this Agreement for breach. Termination by Xerox shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the later of the effective date of termination or the end of the Month-to-Month Term, and make available at Client's location for pick-up by Xerox the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after the later of termination or the end of the Month-to-Month.

25. TERMINATION FOR LOSS OF FUNDING If Client has failed to receive funding for the continued procurement of the products or services after every reasonable effort has been made by Client to secure the necessary funding, this Agreement may be terminated for lack of funding upon not less than thirty (30) days written notice to Xerox. Client agrees to discontinue use of all hardware, software, and other Xerox-owned materials no later than the later of the effective date of termination or the end of Month-to-Month Term, and make available at Client's location for pick-up by Xerox the hardware, software, and other Xerox-owned materials to Xerox within thirty (30) calendar days after the later of termination or the end of the Month-to-Month Term.

26. EFFECT OF TERMINATION ON OBLIGATIONS AND LIABILITIES Termination of this Agreement for any reason will not affect any liabilities or obligations of either party arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law or in equity, arising from any breach or default. On and after the later of the date of termination or the end of the Month-to-Month Term, Xerox will discontinue all Services and indexes and images will no longer be accessible from Xerox. Client agrees to allow Xerox to remove any Xerox-owned hardware, software, and other Xerox-owned materials in accordance with Section 23. Xerox will perform post-termination data conversion (to the extent possible) at the request of Client on a time and materials basis at the then-current applicable rates.

27. INJUNCTIVE RELIEF The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information or the unauthorized use of any trademark, copyright, or other intellectual property of Xerox may not be adequate for protection of Xerox, and accordingly the parties shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available

28. RELATIONSHIP OF THE PARTIES This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Xerox and Client are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Xerox shall not be restricted from providing products or performing services for others and shall not be bound to Client except as provided under this Agreement.

29. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid), to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information.

To Xerox:

Government Records Services, Inc.
8600 Harry Hines Blvd., Suite 300
Dallas, TX 75235

Attention: Louis Schiavone, Jr.
VP and Managing Director

To Client:

Panola County
110 South Sycamore, Room 201
Carthage, TX 75633

Attention: Bobbie Davis
County Clerk

With a copy to.

Government Records Services, Inc.
8260 Willow Oaks Corporate Drive
Fairfax, VA 22031

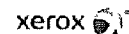
Attention. Contracts Department

30. SEVERABILITY If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.

31. ASSIGNMENT AND SUBCONTRACTING This Agreement shall be binding on the parties and each party's successors and assigns. Xerox may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Xerox. No other assignment or transfer may be made by Xerox, provided however, that subject to Client's prior written consent, which shall not be unreasonably withheld, Xerox may provide for the delivery of all or part of the Services through the use of subcontractors. Xerox shall notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure that the insurance requirements that apply to Xerox under this Agreement apply to and are complied with by each subcontractor.

32. CUMULATIVE REMEDIES All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees in addition to any other relief to which that party may be entitled.

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33. WAIVER OR FOREBEARANCE Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

34. HEADINGS The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

35. GOVERNING LAW; VENUE This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Texas without reference to the principles of conflict of laws. Venue for any claim or dispute concerning, related to, or arising from this Agreement shall be and lie solely in the courts of competent jurisdiction located in Panola County, Texas, and Xerox expressly agrees to subject itself to the jurisdiction of such courts.

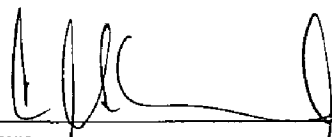
36. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

37. COMPLIANCE WITH LAW Xerox shall comply with all federal, state, county, and local laws in the performance of this Agreement.

38. COOPERATION Xerox agrees to cooperate fully with Client in the performance of this Agreement, and in the defense or settlement by Client of any lawsuit or claim by any third party concerning, related to, or arising from this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of Xerox and the Client have executed this Agreement.

Government Records Services, Inc.



Signature

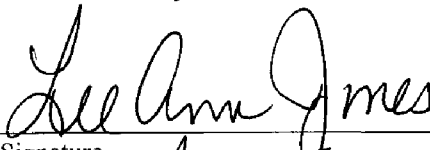
Louis Schiavone, Jr

Name

VP and Managing Director

Title

Panola County



Signature

Lee Ann Jones

Name

X. Co. Judge

Title

SCHEDULE A**STATEMENT OF WORK**

This Statement of Work is incorporated in the Agreement for Information Technology Products and Services ("Agreement") by and between Government Records Services, Inc. ("Xerox") and Panola County ("Client")

A. SCOPE OF SERVICES FOR THE SYSTEM**XEROX RESPONSIBILITIES**

Xerox shall perform the following Services for Client:

1. Install and implement the current version of 20/20 Perfect Vision™, the Xerox open architecture land records document management, imaging, and workflow software ("System") at the Client site located at 110 South Sycamore, Room 201, Carthage, Texas
2. Xerox will be responsible for the design, development, management, installation, training, and support of the System.
3. As part of System installation, the System will be configured to include the following modules and functions:
 - Recording
 - Cashiering
 - Indexing
 - Imaging
 - Searching
 - Retrieval
 - Reporting
 - Local public access
 - Web Distribution
 - Workflow functions (Xerox will adjust workflow parameters, as appropriate)

The following offices are included, but do not include image to film, book supplies or index prints.

- Commissioners Court
- Military Discharges
- Deputations
- Births Index
- Deaths Index
- Marriage Index
- Marks and Brands
- Miscellaneous

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4. As part of the installation services, Xerox will convert index data and image data that is provided by Client to Xerox in a format acceptable to Xerox. Client understands and agrees that Xerox cannot be responsible for any delays caused by data that is not readily convertible to the System or for delays caused by third party involvement in the data conversion process
5. Client further understands that any data conversion issues that arise after the Effective Date or were not previously made known to Xerox in writing may cause delays to the implementation schedule and require an amendment to this Agreement to provide for additional services and costs
6. Xerox will perform all on-going support of the System, including hardware and software, during the Term and Extended Term of this Agreement.
7. At the end of each month, upon notification from the Client that all real property index entries have been completed and verified, Xerox will provide the Client with year-to-date real property index listings in strict alphabetical order
8. At the end of each year, Xerox will create a multi-year printout until a five (5) year period is accumulated. Xerox will continue this frequency in five (5) one-year increments to provide a ten (10) year printed real property index to the Client. Printing will be in black ink
9. Xerox will provide the initial education and training on the System. Initial education and training may include on-site education training of all Client employees who will work with the System. The education and training will be adapted to the reasonable needs of the Client employees to ensure each employee is fully prepared to use the system.
10. Xerox will install, service, and maintain all Xerox-owned equipment (listed under "Hardware Configuration," below) and software (listed under "Software," below) installed at the Client site during the term of this Agreement.
11. Xerox will receive monthly real property image transfers from Client and create 16mm microfilm for images where the original is 11" x 17" or less.
12. Xerox will provide full service indexing as part of the Services. The index will be created from images downloaded from the Client and will be loaded back onto the System.
13. Xerox will add AgileFlow SuperSearch ("SuperSearch") with OCR capabilities in accordance with the schedule below for SuperSearch.
14. Xerox will upgrade all hardware within one hundred fifty (150) to one hundred eighty (180) days from the Effective Date
15. Hardware and software configurations are subject to technology advances and changes in vendor availability

HARDWARE CONFIGURATION

Component	Quantity	Description
Dell PE T320	1	Server
Dell OP 9020 SFF with 23" Flat Panel	3	Public Stations
Dell OP 9020 SFF with 23" Flat Panel	1	Indexing Station

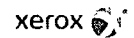
Dell OP 9020 SFF with 23" Flat Panel	2	Cash Stations
Dell OP 9020 SFF with 23" Flat Panel	3	Scan Stations
Dell PwrConnect 2824 Switch 24Port 1GB	1	Switch
Fujitsu FI-7260	2	Flatbed Scanners
Fujitsu FI-7160	1	Sheet Fed Scanners
HP M602X DTN	1	Duplex Laser Printers
HP M602X DTN	3	Laser Printers
CISCO 5505 Firewall	1	Firewall
APC 550 UPS	5	UPS
APC 1500 LCD UPS	1	UPS
APC SureArrest Perform	8	Surge Protectors
SEAGATE GOFlex 2TB EXT HD	1	USB EXT Drive
SEAGATE 500GB SLIM DRV	6	USB EXT Drives
Receipt/Validator - Axiohm A760	2	Receipt Validators
Cash Drawer APG	2	Cash Drawers

SOFTWARE

Microsoft Windows Server 2012
Microsoft SQL 2014
Microsoft Windows 7
McAfee Anti-Virus
Symantec Ghost
PDFFACTORY PRO
NOVASTOR BACKUP SVR
20/20 Records Manager

CLIENT RESPONSIBILITIES

- 1 Client understands and agrees that successful implementation of the System requires the Client to assign a high priority to the successful implementation. To that end, Client agrees to make all reasonable efforts to have Client personnel available to assist in the implementation efforts and to be trained at the appropriate times
2. Client agrees to provide all data to be converted in a file format agreed to by Xerox and at the time specified in the implementation plan
- 3 Client agrees to be responsible for purchasing, installing, and managing all necessary anti-virus protection software and anti-virus software updates on any Client-owned servers and workstations
4. Client agrees to allow Xerox to schedule a Xerox support person to be on the Client site for all System installations.

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5. Client will provide printer ribbons, toner cartridges, printer paper, electricity, and magnetic media for backups and image extractions, pick rollers and pad assemblies, cabling requirements, Internet access, and other miscellaneous supplies not specifically provided by Xerox
6. Client will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes
7. Client will create any record books
8. Client will package and deliver to Xerox the necessary backup media and other forms. Client will pay the freight costs associated with this requirement
9. Client will provide a medium speed connection to the internet (DSL, cable, or other service) of sufficient bandwidth to do database replication and support
10. Xerox will allow Client to interconnect the Client PC network and the Xerox network in order to extend public access to additional Client workstations on the existing Client computer network, or to install email or general Internet access services on Xerox workstations for Client employees, or for other purposes. If interconnectivity is established, the following shall apply:
 - (a) Client will be fully responsible for restoring the System in the event of virus disruption.
 - (b) In the event of downtime determined by Xerox to have been caused by virus contamination of the System or traceable by Xerox to Client-installed software, Client agrees to pay Xerox for restoration of the System at the current Xerox hourly labor rate (\$150 per hour on the Effective Date of this Agreement and subject to change to reflect increased costs of labor and materials)

B. ACCEPTANCE AND TESTING OF THE SYSTEM

1. Client shall have ten (10) business days after notification by Xerox that the System is ready for acceptance to inspect and accept the System delivered and installed by Xerox or decline to accept the System. If Client declines to accept all or any part of the System, Client will provide Xerox a written description of the deficiencies and a reasonable opportunity to cure those deficiencies
2. Client will indicate acceptance of the System in writing. However, if client fails to decline to accept the System and deliver a written list of deficiencies to Xerox within ten (10) business days after receipt of notice of delivery, the System will be deemed to have been accepted by Client.
3. Client understands and agrees that minor defects (i.e, defects that do not inhibit the System from operating in substantial accordance with Xerox specifications) shall not constitute grounds for declining to accept the System. Minor defects may be corrected in subsequent releases of the System provided by Xerox as part of ongoing warranty or maintenance of the System

C. AGILEFLOW SUPERSEARCH

1. Xerox will provide all required infrastructure to support the public access system, including all hardware and software. A web site will be created allowing a full text search utilizing a simple search window
2. Xerox will be fully responsible for installing, supporting and maintaining all hardware required for this project.
3. Xerox will work with Client to establish a regular nightly process to receive copies of all images and indices electronically, allowing Optical Character Recognition ("OCR") processing for loading into the SuperSearch database
4. The high-level process utilized by the SuperSearch includes:

- (a) Conversion of all TIFF documents to PDF format, where required.
- (b) OCR processing of the PDFs to create full text files for each document.
- (c) Loading of all full text files into the SuperSearch database to provide full text search
- (d) Loading of all indices into the SuperSearch database to enhance search by allowing search by indexed data

5. The user interface for the SuperSearch allows for considerable customization to fit the needs and graphic design of the Client web site. Users will be able to search the full text of the documents, the indexed metadata provided by Client, grantor and grantee fields only, or all of the above. Additionally, an advanced search option will allow search by individual fields within the index metadata.

Navigators on the left of the screen will allow for narrowing of the results by the selected data element (e.g., a particular recorded year can be selected to limit the results to only documents recorded in the selected year).

6. Watermarked copies will be provided at no charge to end users. The end user will have the option to view, save and print PDF versions of the requested documents. The watermark overlay will be applied to each document on-the-fly as the user requests the document.

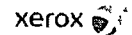
7. Document copies without a watermark will be available to users by clicking a button. This button will add the document selected to a shopping cart. At the end of the session, users will be able to view their shopping cart and make changes. Once complete, the payment process will allow the user to enter a credit card number to pay for the documents selected. Once paid, the documents will be immediately available for viewing, downloading or printing. The amount charged will be a configuration item that can be easily changed if the need arises.

8. Requests for certified copies will invoke a special workflow. The amount charged will be a configuration item that can be easily changed if the need arises. The following certification process will be followed:

- (a) An email will be sent to an address in the County Clerk's office.
- (b) Any user with access to the specified email address may open the email.
- (c) The email will contain a link that will redirect to the SuperSearch web site, opening the document requested.
- (d) After viewing the selected document, the clerk will have the option to certify it.
- (e) Once certified, the document will be so marked, either by an overlay, stamp or electronic signature or a trailing page with certification information.
- (f) The certified document will be directed to a queue and an email will be sent to the user indicating the certified document is ready to be retrieved.
- (g) The user's email will contain a link that will redirect to the SuperSearch web site, showing a thumbnail of the certified document.
- (h) The user will be able to pay for the document, at which point the document will be available for them to view, download or print.

11. Xerox will develop a payment interface for credit card processing for the SuperSearch public access system using a mutually agreed upon credit card processing merchant.

9. Client will provide the credit card processing merchant account and will manage that account, including providing refunds where required.

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10. The procedure to provide new and updated documents and indexing will involve an automated process created by Client. The delivery of newly filed daily data and images will be by a daily file transfer process in one of several different formats, a XML format, a Flat ASCII Flat file or via database replication. Once received, a Xerox-created automated process will read the data files and load them into the SuperSearch engine. Another process will convert the TIFF documents to PDF format, OCR the documents and load the resulting text files into the SuperSearch engine.

11. Xerox will provide call center support for end users to relieve the Clerk's staff from this time-consuming responsibility. Our call center is available from 7:00 a.m. to 6:00 p.m. Central Time Monday through Friday. Email support is also available. Note that the Xerox support team will not have access to the merchant account and will not be able to provide refunds. However, Xerox will make every attempt to avoid a refund by offering to retrieve the document requested and email it to the customer should they be charged for a document but are unable to access it. If a refund is warranted, a full explanation will be provided to the Client to simplify processing of the refund.

12. Dedicated second-level support will be provided by the internet services product manager for Xerox. This enables priority response to Client personnel if needed.

D. SCHEDULE FOR DELIVERY OF SUPERSEARCH SERVICES

The following detailed scope of work and work breakdown structure consists of the core set of implementation and acceptance steps, and a timetable applicable to the Client SuperSearch requirements:

1. Xerox will install and implement the current version of the SuperSearch at a Xerox Data Center
2. Xerox will be responsible for design, development, management, installation, and training of Client staff, acceptance and support of the SuperSearch
3. The installation of the SuperSearch will include the following functions.
 - (a) Industry-standard web search
 - (b) Advanced search options
 - (c) Shopping cart integration with credit card processing
4. Xerox will provide data migration and conversion of all existing Client index data and image data to the SuperSearch as part of the installation services
5. Xerox will provide web hosting using replicated data and images to protect the integrity of the Client's primary data and image repository.
6. Xerox will perform all on-going support of the SuperSearch, including all regular software updates and any statutory updates that are required, during the term of this Agreement.
7. Client will indicate acceptance of each milestone deliverable in writing
8. The schedule below sets forth the milestone delivery schedule for SuperSearch. Each "Week" below is the number of weeks after the Effective Date. The milestone dates will be updated and agreed to in writing by the parties at the time of the scheduled Project Kickoff meeting.

Milestone	Start Date	End Date
Contract Execution	Week 1	
Project Kickoff	Week 2	Week 2
Gather Requirements	Week 3	Week 3
Data Conversion	Week 4	Week 12

Milestone	Start Date	End Date
Hardware & Software Installation	Week 3	Week 4
Deploy Site Framework	Week 4	Week 5
Complete Customizations	Week 12	Week 12
Complete automated workflows	Week 13	Week 13
Go Live	Week 16	Week 16
Project Wrap-up	Week 17	Week 17

9. Project Management discussions between Client and Xerox will determine the configuration settings requested by the Client. Xerox, through one development team, will enable the functionality required. A separate Xerox team will begin creation and configuration of the infrastructure required to support the Client SuperSearch. A third Xerox team will begin the initial conversion, OCR processing and loading of the data and images.

E. ACCEPTANCE AND TESTING OF THE SUPERSEARCH SYSTEM

- Client shall have ten (10) business days after notification by Xerox that SuperSearch is ready for acceptance to inspect and accept SuperSearch delivered and installed by Xerox or decline to accept the SuperSearch.
- If Client declines to accept all or any part of the SuperSearch, Client will provide Xerox a written description of the deficiencies and a reasonable opportunity to cure those deficiencies.
- Client will indicate acceptance of the SuperSearch in writing.
- However, if client fails to decline to accept the SuperSearch and deliver a written list of deficiencies to Xerox within ten (10) business days after receipt of notice of delivery, the SuperSearch will be deemed to have been accepted by Client.
- Client understands and agrees that minor defects (i.e, defects that do not inhibit the SuperSearch from operating in substantial accordance with Xerox specifications) shall not constitute grounds for declining to accept the SuperSearch. Minor defects may be corrected in subsequent releases of the SuperSearch provided by Xerox as part of ongoing warranty or maintenance of the SuperSearch.

F. PAYMENT AND RATES

Xerox will invoice Client on a monthly basis for the Services based on the following price schedule.

Services	Price
20/20 Perfect Vision™ Land Records Management System For sixty (60) months, including: <ul style="list-style-type: none"> Cashiering OCR Commissioners Court 	\$1,930 00 per month
The creation of microfilm backup images within 20/20 Perfect Vision™ Land Records Management System will be billed separated.	\$1,300 00 per month

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Full Service Indexing for Real Property	\$3.78 per document
Internet Pricing	
<p>Xerox will continue to provide internet hosting services for land and maps until conclusion of AgileFlow SuperSearch System Project Wrap-up. These services are included at no charge to the Client, and the Client agrees that Xerox may charge a minimum of \$1.00 per page for public access to and printing of document images.</p> <p>All revenue (after deduction of all transaction fees) will be split equally between Xerox and the Client (50% Client 50% Xerox) and shall be remitted by Xerox to Client on a monthly basis via check.</p>	
AgileFlow SuperSearch Includes: <ul style="list-style-type: none"> • AgileFlow SuperSearch License • Support • Hosting 	\$2,773.00 per month
Non-Indexed Prints	\$0.89 per document
Archival Prints	\$0.89 per document
District Clerk Indexing	
1-100	\$2.70 per document
101-200	\$2.62 per document
201-1700	\$2.38 per document
1701-Up	\$2.18 per document
District Clerk Off-Site Microfilm Storage	\$32.50 per month

Optional Services

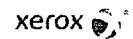
1. On-Site Security Microfilming/Scanning Handwritten and Typed Months \$ 199.00 per book
2. On-Site Security Microfilming/Scanning Photostat Months \$ 325.00 per book
3. High Speed Digital conversion of Photostat Months, including 35mm and archival page month binder \$ 450.00 per book
4. High speed digital conversion of Photostat Months, without 35mm film and including archival pages and binders \$ 420.00 per book

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5. Re-Creation of large record months already on microfilm	\$ 362.00 per book
5a. Re-Creation of Index Months already on microfilm.	\$ 400 00 per book
6 Microfilming/Scanning and Recreation of Index Months w/ A-Z tab	\$ 740 00 per book
7 Microfilming only index months	\$ 180.00 per book
8. Re-Indexing of Typed and Photostat months including indexes loaded onto system and merged prints	\$ 2.70 per inst
9. Re-Creation of tumble style months	\$ 300 00 per book
10. Price for Microfilming and Re-Creating School Records	\$ 103 00 per folder
11 Price for digitizing microfilmed records to images and loading to computer	\$ 0 55 per inst
12. Price for re-indexing real property records – handwritten documents	\$ 3 00 per inst
12a. Price for re-indexing real property records – typed documents	\$2 00 per inst
12b. Re-indexing of miscellaneous records (i e. vital stats, courts)	\$ 1 40 per doc
13 Enhancement of scanned images	\$.25 per doc
14 Splitting of scanned images	\$ 10 per doc
15. Scanning of real property records	\$.18 per doc
15a. Scanning of vital records	\$.25 per doc
16. Records prep	\$.50 per doc
17. Additional public workstations	\$ 150.00 per month
18. Additional cashiering workstations	\$ 175.00 per month
19 Additional scanning workstations	\$ 250 00 per month
20. Permalife paper 24lb paper with rounder corners and hole punched to desired size of county's volumes	\$ 25 00 per ream
21 Importing electronic images to real property system and linking images to existing grantor/grantee index.	\$0 10 per document
22. Price for importing/linking previously filed images to internet site.	\$500.00 per year
23. Price for 16mm film production from scanned images	\$0 05 per image

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24. Redaction of Existing Images (Historical)	
Real Property – Service Level 1	\$ 0.10 per instrument
Service Level 2	\$ 0.40 per instrument
Vitals, Courts, Misc. Records-Service Level 1	\$ 0.015 per image/page
Service Level 2	\$ 0.10 per image/page
Conversion and Redaction of Microfilm	
Real Property-Service Level 1	\$ 0.50 per instrument
Service Level 2	\$ 0.80 per instrument
Vitals, Courts, Misc. Records-Service Level 1	\$ 0.10 per image/page
Service Level 2	\$ 0.19 per image/page
On-Site Scanning/Conversion/Redaction of Paper Records Handwritten or Typed	
Real Property-Service Level 1	\$ 0.60 per instrument
Service Level 2	\$ 0.90 per instrument
Vitals, Courts Misc. Records-Service Level 1	\$ 0.14 per image/page
Service Level 2	\$ 0.23 per image/page
Photostat Records-Real Property-Service Level 1	\$ 0.80 per instrument
Service Level 2	\$ 1.10 per instrument
Vitals, Courts, Misc. Records-Service Level 1	\$ 0.365 per image/page
Service Level 2	\$ 0.39 per image/page
Redaction of Daily Records/Filings-Real Property (per specs)	\$ 0.40 per instrument
Redaction Services one-time Set Up	No Charge
Redaction Software for On Site Redaction by Clerk	Included in #14
25. Records management consulting services (i.e. research, analysis, diagnostics, recommendations)	\$ 60.00 per hour
26. Delivery, freight, shipping, and or handling.	\$ 75.00 per month

SCHEDULE B

INSURANCE REQUIREMENTS

General Liability

Xerox insurance shall include blanket contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and \$2,000,000 in the aggregate and shall include the following:

- Blanket Contractual Liability
- Personal Injury
- Products and completed operations

Business Automobile Liability

Xerox insurance shall include Business Automobile Liability coverage with a combined single limit of at least \$500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily injury and property damage
- Any and all Owned, Non-Owned or Hired vehicles, including employee owned vehicles used for business in whole or in part

Workers' Compensation and Employers Liability Insurance

Xerox will obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Xerox shall maintain this coverage throughout the term of the contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that Xerox maintains the coverage. Any termination of workers' compensation insurance coverage by Xerox or any cancellation or non-renewal of workers' compensation insurance coverage for Xerox will constitute a material breach of the contract.

Xerox insurance will include Employer's Liability coverage with limits of at least \$500,000 each accident.

Other Insurance Requirements

Xerox general liability and auto liability insurance policies through policy endorsement shall name the Client as an additional insured. Xerox general liability policy will include wording that states that the policy shall be primary and non-contributory with respect to any insurance carried by the Client. Xerox auto liability insurance will include wording that states that the policy shall be primary with respect to any insurance carried by the Client. The certificate of insurance must reflect that this wording is included in evidenced policies.

Client must be notified by Xerox at least thirty (30) days in advance of any cancellation of any of the required policies.

Xerox must agree to waive subrogation against the Client, its officers, employees, and elected representatives for injuries, including deaths, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Government Records Services, Inc.
 Dallas, TX United States

Certificate Number:
 2016-109689

Date Filed:
 09/08/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Panola County, Texas

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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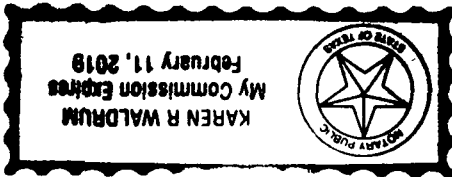
20/20 Perfect Vision™, the Xerox open architecture land records document management, imaging, and workflow software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Xerox Business Services, LLC	Dallas, TX United States	X	
	Xerox Corporation	Norwalk, CT United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Handwritten Signature]

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Louis Schiavone, Jr., this the 22nd day of September, 2016, to certify which, witness my hand and seal of office.

Karen R Waldrum Karen R Waldrum Notary
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath