



23 July 2019

Jefferson County Clerk of the Court
County Courthouse
1 Courthouse Circle
Monticello, FL 32344
Tel: (850) 342-0218
E-mail: kreams@jeffersonclerk.com

Ref: ECM, Electronic Content Management Software Solution

Dear Kirk:

The following is a summation of the solution we are offering for the confidential and secure online (cloud) storage of your files.

Project Overview:

Jefferson County Clerk of the Court desires secure and easy access to all files currently housed in storage. The availability of files in a digital format will afford quicker access by staff and create a tracking report for each file (an audit trail) at a lower price than the handling of paper files. Reliable backup of the converted files and database located on the ECM software needs to be addressed.

1. Software (PSIsafe®).
2. Schedule of Fees and Services.

Item 1. Software:

One can conveniently store, and access, data online without capital costs with PSIsafe® software solution. With PSIsafe®, Jefferson Clerk will enjoy 24/7 online data access without additional investment in hardware, software, or IT personnel. The benefits of the cloud solution are listed below, with many more enumerated on the attached product brochure.

Reduce Records Management Costs

- Improve organizational processes and service with instant, online access to information.
- Free IT departments from managing growing amounts of data with scalable and maintenance-free storage.
- Convert capital expenditures into operating expenses.

Enhance Security and Compliance

- Implement information policies with multiple (five) layers of security.
 - Transmission Security
 - System Security
 - Data Security
 - Application Security
 - Physical Security
- Ensure proper procedures are carried out by automating and tracking compliance processes.
- Gain regulatory confidence with evidence of audit trails, security controls, user activity, document history and records retention policies.



Simplify Disaster Recovery

- Protect data physically and electronically with controlled access and 24/7 system monitoring.
- Automate data backups by sending encrypted copies of live information to any secure location.
- Recover quickly after a disaster—our centralized location allows you to retrieve critical data from any internet connection.

Uptime Guarantee

- Uninterrupted information access with a 99.9% uptime guarantee.

Jefferson Clerk will be invoiced on a monthly basis on the 1st of each month and will be calculated based on the average daily storage per gigabyte (or portion thereof) from the prior month.

Item 2. Schedule of Fees and Services:

Description	Price per item
Record Series Setup and Configuration in PSIsafe®	\$500.00 per record series
Monthly Fee: 00 GB – 100 GB, includes 1 concurrent user	\$285.00 per month
Additional Concurrent Users	\$250.00 each
PSIsafe® Training	\$850.00 per ½ day
PSIsafe® Onsite Support	\$250.00 per hour on-site
PSIsafe® Remote Support	\$87.50 per hour by phone

Item 3. Termination for Cause by Either Party

Either Party shall have the right to terminate this Agreement for any reason upon ninety (90) days written notice to the other party.

- A. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms provided. However, termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- B. Either Party may immediately terminate this Agreement (the “Terminating Party”) and shall have no further obligations to the other Party (the “Terminated Party”) hereunder, if any of the following events shall have occurred and be continuing:
 - i. either party may, by written notice to the other party within 90 days, terminate this Agreement upon the occurrence of any one or more of the following events;
 - ii. upon the failure of the other party to pay any monies when payable hereunder, if such default continues for five business days or more after receipt of written notice to the other party;
 - iii. upon material failure of the other party to observe, keep or perform any of the covenants, terms or conditions herein (other than as provided in (a) above), if such default continues for 30 days after receipt of written notice by the other party; or
 - iv. if the other party ceases to function as a going concern or to conduct its operations in the normal course of business.



Item 4. Effect of Termination

Upon termination or expiration of this Agreement:

- A. All rights granted to Jefferson County Clerk of the Court under this Agreement shall terminate;
- B. Any other rights of either party which may have accrued up to the date of such termination or expiration shall not be affected.
- C. Any monies owed to either party must be paid in full within five (5) business days of termination.

Upon termination of this Agreement for any reason, InStream, LLC. agrees either to migrate the Content to another service or return digital images and data to Jefferson County Clerk of the Court (additional costs and/or fees may apply for assistance with any migration).

Jefferson County Clerk of the Court may also request InStream, LLC purge/deletes all the Content from the Host Website (additional costs and/or fees may apply).

Item 5. Effective Date:

InStream, LLC is prepared to consider these prices as contracted until 31st December 2019 provided this proposal is annotated with an authorized signature from Jefferson County Clerk of the Court by 31st July 2019. 1st July 2019 being the effective contract start date.

Conclusion:

We look forward to working with you on this project.

Thank you for your continued support.

Jefferson County Clerk of the Court

Sincerely,

Jenni Van Hart, ECM^P
Business Development Executive

Acceptance Date:

Representative Signature

Representative Printed Name