

docufree®

Your Path to Paperless



Prepared for:

**City of Key West,
Florida**

Presented by:

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Who We Are

Docufree provides the most comprehensive suite of document management solutions that make paperless possible. Over 1,600 organizations rely on our document scanning, secure document cloud, and digital mailroom services to get rid of their boxes, fire their file cabinet, and stop paper at the source for good so they can maximize efficiencies, reduce costs, and increase overall compliance.

Trusted by Over 1,600 Organizations Nationwide



"Docufree does everything they say they are going to do. They stay in touch. They deliver on time. What more can you ask for?"

Stuart Ehrlich
CBC National Bank



"Everyone has something to love with our Docufree scanning services. The CFO, the CIO, the stores. And, of course, the workflow improvements for me."

Alison Hamilton
PGA Superstore



"Online visibility was huge. Showing our client the progress of the project while seeing what the end result would look like really made a difference for us."

Richard Gringas
SSAI

Our Security

We work diligently to maintain the greatest level of security possible and accept total accountability for the chain of custody—from the time a document enters our conversion center until your staff or systems accesses it programmatically.



High-Volume 24/7 Production Facility

- ✓ Enterprise class scanners
- ✓ 100+ million images scanned per year
- ✓ Secure warehouse
- ✓ Certified and screened professionals

Security Access & Control

- ✓ Biometric readers, cameras and video monitors
- ✓ 24 hour on-site monitoring and support
- ✓ SSAE 16 SOC 2 Type II audited facility
- ✓ Certified PCI DSS and HIPAA compliant

Disaster Recovery

- ✓ Redundant internet, power and cooling
- ✓ UPS and back-up data center generator
- ✓ Geo redundant production and data centers

Docufree Document Cloud

- ✓ AES 256 bit encryption
- ✓ UTM appliances for intrusion detection
- ✓ Documents encrypted at rest

Your Project Goals

Current Situation

"We have 395 boxes of building permits and assorted documents and 63 boxes of boxes large format documents that we need picked up, scanned, and stored online within a cloud environment."

- 395 boxes (12" x 15")
- File Folder Naming
- 63 boxes of large format boxes
- Assumed 100 Drawings per box

Description	Units	Unit of Measurement
Total Boxes	395	Boxes
Box Size	15	Inches
Total Inches of Scanning	5925	Inches
Estimated Total Images Per Inch of Filing	200	Per Inch
Estimated Total Sheets of Paper	1,185,000	Sheets
Estimated Images (10% double Sided)	1,362,750	Total Images
Estimated Size of 1 Image	50	KB
Estimated KB	68,137,500	KB
Estimated GB	64.98	GB

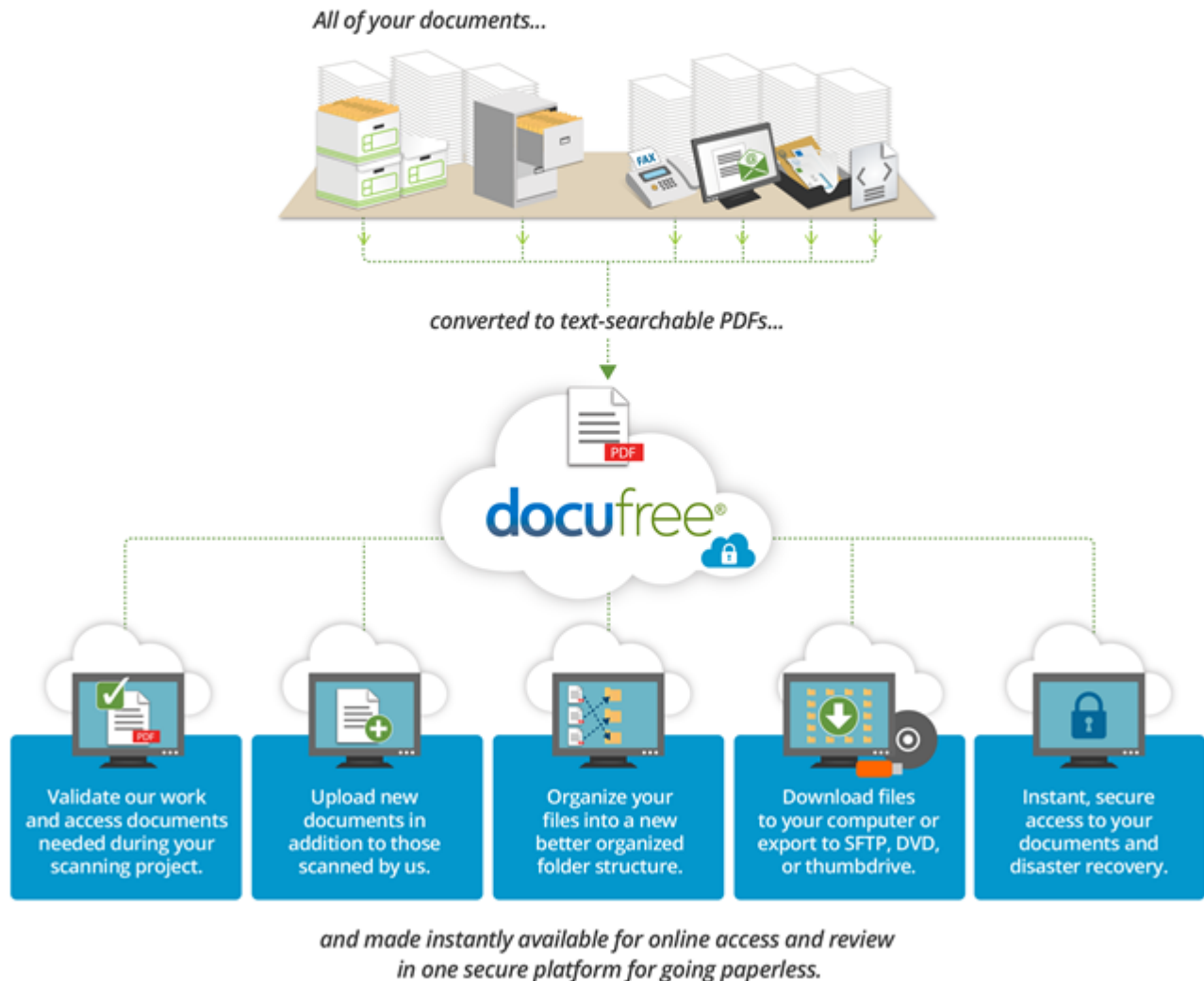
You have 395 boxes = 1,362,750 images

Desired Results

- Reduce the time it takes to find files
- No printing - distribute documents electronically
- Reduce the costs of paper storage
- Reduce the costs of filing
- Eliminate long term storage costs
- Eliminate cabinet costs
- Free up valuable real estate

Docufree's Platform for Scanning

All the scanning services, software, and support you need to complete your scanning project. Plus, the tools to eliminate the need for scanning in the future.



Your Scanning Solution

Document Scanning

- 395 Empty 10" x 12" x 15" boxes to pack up your files.
 - Indexing: File Folder Naming
- 63 boxes of large format documents
 - Assumed 100 Drawings per box
 - Includes up to 6,300 large format drawings
 - Extra large format documents billed at \$1.40 each
 - Indexed: Title box up to 50 characters
 - Example =DW#, Location, etc.
- Transport to our secure scan center.
- Document preparation (removal of staples, paper clips, etc.).
- Conversion of paper documents to 300 DPI text searchable PDFs.
- Export of images (SFTP/DVD/thumbdrive).
- Secure destruction of paper documents after 30 day image review period.

Document Cloud Professional

Get Total Visibility Into Your Scanning Project

- Perform quality control and review documents online to validate the quality of our work.
- Documents needed during your scanning project are uploaded or delivered via secure email to your site.
- Provides 12 months of instant, secure backup of your scanned files. Download as often as you want!
- 12 months of instant, secure site access to your images for up to 1 users.

Docufree Pricing Options

☐ Pricing

quote is valid for projects started within thirty (30) days of **March 18, 2016**

Project Fee

Description	Price	Qty
Document Conversion	\$63,690.00 / Flat Fee	1
Includes all features described under "Your Scanning Solution" page of this proposal.		
Docufree Cloud Subscription	\$0.00 / Included	1
Includes first 12 months subscription to Docufree's Professional Cloud platform.		

Monthly Billing Option

Description	Price	Qty
<i>optional</i> <input type="checkbox"/> 12 Monthly Payments	\$5,681.15 / Month	12
Have your project completed today and spread your payments out over time. *Monthly billing option is subject to credit approval and client execution of financing agreement.		

Signed by:

City of Key West Florida

Date

Schedule A - Statement of Service

1. **Payment Terms:** Cash option requires full payment due upon receipt of invoice. Monthly billing option is subject to credit approval and execution of rental agreement. Client will be invoiced per the terms of the rental agreement. Any additional charges and/or applicable overages will be billed monthly as incurred. All pricing is exclusive of any applicable taxes.
2. **Boxes:** Docufree will provide standard size file boxes (10"x12"x15") to Client. Client is responsible for packing, taping and labeling the boxes. Docufree will provide pick-up of packed boxes from Client location and delivery back to Docufree facilities.
3. **Document Scanning:** Scan-able documents will be scanned at their native size in duplex mode to ensure that the front and back of all documents will be captured. An image is defined as each side of a sheet of paper. Blank page dropout will be applied to documents with a threshold setting of 500 bits/page. Scanned pages will be delivered as text searchable (OCR) black and white .PDF files at 300 DPI unless otherwise noted in Client's selected Docufree package. For shipments up to 40 boxes, Docufree will provide standard turnaround of documents within 30 days of receipt.
4. **File Folder Naming:** The document contents of each file folder will be scanned and converted into one (1) text-searchable .PDF file and named according to the first 50 characters found on the file folder tab unless otherwise noted in your agreement. Optional custom naming or indexing of documents is subject to an overage rate as listed below.
5. **Image Review & Document Destruction or Return:** All scanned documents will be uploaded directly into the Client's Docufree Document Cloud account. Client will have thirty (30) days to inspect document images and authorize destruction and /or return of boxes and original paper content. Failure by Client to authorize destruction of boxes prior to the end of the Image Review Period will result in a charge to the Client of \$2.00 per box for monthly storage until such authorization is provided by Client.
6. **Digital Mail Services:** Each fax number, P.O. Box and email address will be provisioned and established upon Client request. Digital mail standard conversion schedule is up to 5 business days for mail received up to 120% of the client's 90 day average. For courier mail, deliveries will be received Monday through Friday 9:00 A.M. to 4:00 P.M. ET. Client is responsible for all fees associated with postal and courier mail deliveries.
7. **Overage Charges:** Document scanning overage charges will be billed to the Client for items such as wide format documents that are larger than 11" x 17", any documents that require custom naming or indexing as specified by Client, x-rays and any document that requires hand placement on scanner. Docufree will capture x-rays at a non-diagnostic quality. A hand placement includes but is not limited to non auto-feedable items such as receipts, folders, envelopes, 3D objects. A hand placement will not have searchable or OCR functions. Document cloud and digital mailroom overage charges can occur and will be billed to Client when the usage amount exceeds the included allowance indicated in the Client's selected Docufree package.

Overages & Additional Services	Quantity	Rate Per Item
Document Scanning		
Hand Placements Over 25 Per Box	Per Image	\$0.15
Wide Format - Documents Larger than 11" x 17"	Per Image	\$1.40
Non Diagnostic X-Ray Scan	Per Image	\$0.35
Professional Output - Color Scans, Bookmarks or Document Splits	Per Box	\$25.00
Custom Naming or Indexing over 250 Indexes	Per Box	\$25.00
Boxes with Over 100 Folders	Per Folder	\$0.15

Unassembled Paper Originals (Not Placed Back in Folders) Returned to Client	Per Box	\$35.00
Documents Reassembled (Placed Back in Folders) & Returned to Client	Per Box	\$65.00
Monthly On-Site Box Storage	Per Box	\$2.00
Docufree Cloud Platform		
Docufree Professional Subscription	Per Month	\$200.00
Docufree Corporate Subscription	Per Month	\$500.00
Docufree Enterprise Subscription	Per Month	\$1,200.00
Document Cloud User Annual Fee	Per User	\$120.00
Document Cloud Pages	Per Page	\$0.01
Digital Mailroom		
Digital Mailroom Pages	Per Page	\$0.10
Digital Mailroom Indexes	Per Index	\$0.05
Other		
Professional Services (Workflow, Additional Training, Custom Site Setup, etc.)	Per Hour	\$125.00
Advanced Professional Services (Web Services, Integration, etc.)	Per Hour	\$200.00

Client acknowledges and understands that changes to this order must be in writing and may result in a new Effective Date and additional charges. Client acknowledges that Docufree Statement of Service processing does not start until Docufree receives Client's completed and signed order.

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Docufree Corporation, a Georgia corporation with a notice address of 1175 Northmeadow Parkway, Suite 140, Roswell, GA 30076 ("Docufree") and the Client specified above ("Client").

1. DEFINITIONS.

As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

- 1.1. "Docufree Platform" means the Internet-based transactional application and database services provided by Docufree that are accessible to Client via a Web browser through the Internet for managing business processes and information.
- 1.2. "Initial Term" means the initial twelve (12) month term commencing on the later of the Effective Date or the date that Client is first granted access to the Docufree Platform.

2. SERVICES.

2.1. Docufree will provide to Client the following services, to the extent, and only to the extent, set forth on mutually agreed Statements of Service (each, a "Statement of Service" or "SOS") and/or Statements of Work (each, a "Statement of Work" or "SOW"), according to the terms of this Agreement: (i) access to the Docufree Platform ("Platform Services"); (ii) implementation of the Docufree Platform by integrating Client's internal information systems with the Docufree Platform ("Implementation Services"); (iii) consulting and software integration services ("Consulting Services"); (iv) Client care and support services ("Support Services"); (v) outsourced business processing services ("BPO Services"); and (vi) scanning and other projects ("Project Services"). The Initial Statement of Service is attached as Schedule A (the "Initial SOS"). Each SOS and SOW will include a description of each Service, the fee corresponding to each Service, and indicate whether the fee is recurring or nonrecurring.

2.2. In connection with Docufree performing the Services or otherwise, Docufree may develop modifications to the Docufree Platform and/or new software programs (collectively, the "Developed Software"). Client waives any and all proprietary right or interest in any requested changes, modifications, suggestions, or comments communicated by Client to Docufree and assigns to Docufree any and all rights therein. Docufree reserves all rights in the Developed Software, including, but not limited to, all intellectual property rights therein. Docufree hereby grants to Client a non-exclusive, non-transferable, fully paid up license to use the Developed Software solely for use with the Docufree Platform and subject to the access limitations in Section 3.

3. ACCESS TO THE DOCUFREE PLATFORM.

3.1. Subject to the terms, conditions and limitations set forth in this Agreement, Docufree grants Client a limited, nonexclusive and world-wide license to access and use the Docufree Platform during the term of this Agreement via a Web browser over the Internet for the sole purpose of managing Client's information.

3.2. Client will not remove any proprietary notices of Docufree or third parties found in or on the Docufree Platform. Client shall not, and shall not allow third parties, to attempt to copy, modify, disassemble, or reverse engineer the Docufree Platform. The Docufree Platform in object code and source code form, and all rights in the Docufree Platform, including but not limited to all intellectual property rights therein, are and will remain the exclusive property of Docufree. Client will have no claim of ownership or any intellectual property rights in the Docufree Platform. No rights other than those specifically stated herein are granted to Client, and Client will have no right to permit third-party access to the Docufree Platform.

4. PAYMENTS.

4.1. For the Services provided under this Agreement, Client will pay to Docufree the fees in the amount and manner set forth in the applicable SOS or SOW. All fees and expenses incurred by Docufree in the performance of the Services will be billed to Client in arrears on a monthly basis unless stated otherwise in the applicable SOS or SOW, in which case the terms of the applicable SOS or SOW will control. Docufree may adjust the rates and charges applicable during the following Renewal Term upon at least ninety (90) days prior written notice. All fees paid and expenses reimbursed under this Agreement will be in U.S. dollars.

4.2. The applicable SOS or SOW may specify certain fees to be paid by electronic funds transfer. For those fees to be paid by electronic funds transfer, Client hereby authorizes Docufree to initiate an electronic funds transfer from Client's bank account indicated in Schedule B in an amount equal to the fees set forth in the applicable SOS or SOW in accordance with the payment terms set forth in this Agreement and/or the applicable SOS or SOW. All payments made by electronic funds transfer will be paid in immediately available funds. For those fees payable to Docufree under this Agreement that are not paid by electronic funds transfer, Client will pay Docufree the invoiced amount within fifteen (15) days after Client's receipt of an invoice from Docufree.

4.3. Docufree may assess Client a late fee of 1½% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Client agrees to pay any and all costs incurred in the collection of charges due and payable, including but not limited to reasonable attorneys' fees, whether or not a suit is instituted. Docufree, at its option, may suspend the Services, in whole or in part, if Docufree does not receive an amount due and owing under this Agreement within thirty (30) days after the due date.

4.4. Client will pay, or reimburse Docufree for, any out-of-pocket expenses, including, without limitation, travel and travel related expenses, incurred by Docufree at the

request of or with the approval of Client in connection with the performance of this Agreement. Reasonable and customary expenses incurred by Docufree, including without limitation expenses incurred for travel, local transportation, lodging and meals, will be billed to Client at Docufree's actual cost.

5. TAXES.

Client will pay all sales, use, transfer, privilege, excise, charges, surcharges or other taxes, and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby (collectively, the "Taxes"); excluding, however, income taxes on profits which may be levied against Docufree. In addition to the fees specified in the applicable Statement of Service, the amount of any Taxes applicable to the transactions contemplated hereby will be paid by Client, or in lieu thereof, Client will provide Docufree with a tax exemption certificate acceptable to the applicable taxing authorities.

6. USE OF CLIENT'S DATA.

Client's information is proprietary to Client and Docufree will not use for itself nor disclose to any third party any information that is identifiable to Client or to employees of Client without the express written consent of Client. Client shall permit Docufree to use data obtained from Client and others to prepare statistical analyses, provided that Docufree will not reveal information identifiable to any person or specific Client.

7. UPTIME COMMITMENT.

7.1. The Docufree Platform will be made available to Client twenty-four hours a day, seven days a week less (i) scheduled platform, hardware or service maintenance; (ii) downtime resulting from the acts or omissions of Client or Client's employees, agents, contractors, or vendors, or anyone gaining access to the Docufree Platform by means of Client's passwords or equipment; (iii) a failure of the Internet and/or the public switched telephone Platform; or (iv) the occurrence of any event that is beyond Docufree's reasonable control (collectively, "Excusable Downtime"). Docufree guarantees that the Docufree Platform will be available to Client at least 98% of the time during each month, excluding Excusable Downtime ("Uptime Commitment"); provided that Client satisfies the hardware and communication requirements set forth in Docufree Platform documentation.

7.2. If Docufree fails to satisfy the Uptime Commitment during a month, then upon client request Docufree will credit to Client a pro-rated portion of the recurring fees set forth in the Initial SOS in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section 5.2, "pro-rated portion of the recurring fee" means the product obtained by multiplying the applicable recurring fee during the month of the failure by a fraction, the numerator of which will be the number of hours that the Docufree Platform did not satisfy the Uptime Commitment (i.e., the excess of actual downtime over Excusable Downtime in the applicable month), and the denominator of which will be the total number of hours of the Uptime Commitment during the month that such failure occurred. The foregoing refund will be Client's sole and exclusive remedy for Docufree's failure to comply with the Uptime Commitment in this Section.

8. WARRANTIES AND INDEMNIFICATION.

8.1. Client represents and warrants (i) that it either owns or has the right to authorize the reproduction of any hardcopy or electronic records provided to Docufree and (ii) the documents, materials or other records provided to Docufree do not infringe any U.S. copyright, trade secrets or other proprietary rights of any third-party. Client agrees to indemnify and hold harmless Docufree from any and all claims by any third-party that the documents, materials or records provided by Client pursuant to this Agreement infringe upon the third-party's proprietary rights or were otherwise reproduced or processed in an unauthorized manner. Client will indemnify and hold Docufree and its affiliates, officers, directors, employees, agents and representatives harmless from and against all damages, costs, expenses, and liabilities, including without limitation, reasonable attorneys' fees and expenses, from any third party claim of any kind against Docufree arising from Client's negligence or willful misconduct arising in whole or in part under this Agreement.

8.2. Docufree represents and warrants (i) that it either owns or has the right to grant the access license set forth herein, and (ii) that the Docufree Platform does not infringe any U.S. copyrights, patents, trade secrets, or other proprietary rights (collectively, "IP Rights") of any third party. Docufree will indemnify and hold Client harmless from and against any damages, costs, expenses and liabilities, including reasonable attorneys' fees, from any third party claims against Client arising from the breach of the representations and warranties set forth in this Section 8.2. The indemnification obligations are contingent upon Docufree being promptly notified of such claim, having the sole authority to defend or settle such claim, and receiving the reasonable assistance of Client in connection therewith at Docufree's expense. Notwithstanding the foregoing, Docufree will have no indemnification obligation hereunder with respect to claims based on: (i) use of the Docufree Platform except in accordance with this Agreement and Docufree's written instructions; (ii) the combination of the Docufree Platform with any other software or hardware; (iii) modifications of the Docufree Platform not made by Docufree; or (iv) Client's failure to implement changes recommended by Docufree if the infringement would have been avoided in the absence of such combination, modifications or failure to implement recommended changes. If the Docufree Platform is finally determined by a court of competent jurisdiction to constitute an infringement of any IP Rights of a third party and use of the Docufree Platform is enjoined, Docufree will either: (i) procure the right for Client to continue to use the Docufree Platform as contemplated hereunder; or (ii) replace or modify the Docufree Platform with a version thereof that

is not infringing. If Docufree determines that none of these alternatives is reasonably available, Client agrees that Docufree may terminate Client's access to the Docufree Platform within five (5) business days after Docufree's written request and this Agreement will then terminate. This Section states the entire liability of Docufree with respect to infringement of any third party IP Rights by the Docufree Platform and Docufree will have no additional liability with respect to any alleged or proven infringement.

8.3. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY INDICATED IN THIS SECTION 8, NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO THE OTHER PARTY WITH RESPECT TO THE DOCUFREE PLATFORM OR THE SERVICES PROVIDED HEREUNDER OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

9. TERM AND TERMINATION.

9.1. The term of this Agreement will automatically renew for additional successive terms of one (1) year (each a "Renewal Term"), unless either party provides written notice to the other party at least sixty (60) days prior to the end of the then current term of its intent not to renew the term of this Agreement. Either party may terminate this Agreement, without cause, after the Initial Term, upon ninety (90) days advance written notice to the other party.

9.2. In the event that either party hereto materially defaults in the performance of any of its duties or obligations under the Agreement and does not substantially cure such default within thirty (30) days after being given written notice specifying the default, then the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. Termination of this Agreement for cause will terminate all Statements of Service or Statements of Work then in effect.

9.3. Termination of this Agreement by either party pursuant to the provisions of this Section 10 shall terminate each party's obligations under this Agreement except for the provisions of Sections 1, 4, 5, 6, 8, 9.3, and 10 all of which shall survive termination of this Agreement.

9.4. Client may terminate this Agreement during the Initial Term or any Renewal Term, upon sixty (60) days advance written notice to Docufree, without cause if Client pays Docufree a Cancellation Fee equal to seventy-five (75) percent of the average actual fees charged for the prior four (4) month period, multiplied by the remaining billable months in the Initial Term, Client agrees to pay any Cancellation Fee within fifteen (15) days of any specified early termination event. Client acknowledges that such Cancellation Fee is not a penalty, but is in the nature of liquidated damages, the actual damages being difficult to determine in advance. Payment of the Cancellation Fee is the sole remedy for Client's early termination.

10. LIMITED LIABILITY.

10.1. CLIENT AGREES THAT DOCUFREE AND ITS AFFILIATES' OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, OR REPRESENTATIVES WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF GOODWILL, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS RESULTING FROM THE USE OR INABILITY TO USE THE DOCUFREE PLATFORM OR SERVICES, EVEN IF DOCUFREE HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE. THE LIMITATION SET FORTH IN THIS SUBSECTION 10.1 SHALL NOT APPLY TO DAMAGES OR COSTS CAUSED BY THE FRAUD OR WILLFUL MISCONDUCT OF DOCUFREE OR TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10.2. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF DOCUFREE AND DOCUFREE'S AFFILIATES FOR ANY DAMAGES INCURRED BY CLIENT EVER EXCEED THE FEES

RECEIVED BY DOCUFREE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE TIME AT WHICH THE DAMAGES AROSE REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

10.3. **SHIPPING TERMS ARE FOB SHIPPING POINT.** DOCUFREE IS NOT RESPONSIBLE FOR DAMAGES INCURRED IN CONNECTION WITH THE PACKAGING, SHIPMENT OR DELIVERY OF DOCUMENTS, FILES OR BOXES FROM CLIENT LOCATION TO DOCUFREE FACILITIES.

11. NOTICES.

Any notice, approval, request, authorization, direction or other communication under this Agreement, except for billing and payment communication pursuant to section 4, shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested postage and charges pre-paid or any other means of rapid mail delivery for which the receipt is available, to the address of the party set forth at the end of this document.

12. MISCELLANEOUS.

In the event that either party's performance is delayed, prevented, obstructed or inhibited because of any act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shutdown of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer Platform or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party. Client shall not assign or otherwise transfer all or any or of its rights, obligations or interest under this Agreement without the written consent of Docufree, which shall not be unreasonably withheld, and any attempt to do so shall be void and of no force or effect for any purpose whatsoever and shall constitute a breach of this Agreement. The failure of either party to insist upon the performance of any provision herein or to exercise any right or privilege granted to it hereunder will not be construed as a waiver of such provision or any provisions herein, and the same will continue in full force. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered an acceptance of any continuing or subsequent breach of the same provision. The Agreement and the Services will be governed by and interpreted in accordance with the internal laws of the state of Georgia, excluding its conflict of law rules. Any action, suit, or other proceeding shall be brought by either Party against the other Party in a State or Superior court of competent jurisdiction in the metropolitan area of Atlanta, Georgia or the United States District Court for the Northern District of Georgia located in Georgia. Both Parties hereby submit to the exclusive jurisdiction of such courts and waive any objection to jurisdiction or venue in any such proceeding. This Agreement, together with the exhibits attached hereto which are hereby incorporated herein, sets forth the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all prior agreements of the parties with respect to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives and made effective as of the Effective Date.

COMPANY NAME: DOCUFREE CORPORATION
ADDRESS: 1175 Northmeadow Parkway, Suite 140
Roswell, GA 30076
BY: _____
NAME: _____
TITLE: _____
DATE: _____

COMPANY NAME: _____
ADDRESS: _____

BY: _____
NAME: _____
TITLE: _____
DATE: _____

Signed by:

City of Key West Florida

Date