



COUNTY OF HUMBOLDT

COUNTY ADMINISTRATIVE OFFICE

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Department Name: Planning and Building Department

Name of Project: Convert historic paper records to digital

Amount of Funding Requested from the Federal or State Government (Specify): \$701,828.00

Source of Funds: *General Fund*

Related Policy Bills: Government Code §7920.530, California Public Records Act

Project Justification:

To improve operational efficiency for current and future generations through the digitization of fifty-six years of historical records.

The Planning and Building Department currently manages approximately 90% of all Public Records Act (PRA) requests submitted to the County of Humboldt. However, the retrieval of these records is frequently time-consuming due to decades of manual filing, misfiling, and inconsistent record-keeping practices. This not only increases staff workload but also risks the inadvertent loss of important documents.

Digitizing these records will streamline the records request process, reduce research time, and safeguard valuable information. Furthermore, it will ensure compliance with the California Public Records Act, specifically Government Code §7920.530, which mandates the accessibility and preservation of public records.

Project Description:

This project aims to digitize and transfer departmental records to an online platform (Accela) to improve public access to information and support efficient operations in anticipation of our department's relocation to a different county building. By scanning and uploading these records, the project will create a centralized, searchable online archive that is accessible 24/7 to the public.

Community Need and Importance:

There is a growing demand for public information in Humboldt County, as reflected in the steady increase in Public Information Requests. Simultaneously, with our department's relocation in the near future, it will be more difficult for the public and internal staff to access essential records stored in physical format. This project addresses both of these challenges by transitioning our archive of documents—many of which are vital to property transactions, development planning, and regulatory compliance—into an easily accessible digital format.



Providing continuous online access to public records through the Accela portal will eliminate delays caused by manual retrieval and scanning, ensuring transparency and convenience for the community. This level of access is no longer just a convenience but a necessity for a modern, efficient public service.

Responsible Use of Taxpayer Funds:

This project represents a responsible and strategic use of taxpayer dollars. By digitizing the department's records, we will:

- Improve transparency and responsiveness to public records requests.
- Reduce the administrative burden on staff, enabling faster response times.
- Decrease long-term costs associated with physical storage, file handling, and duplicative scanning.
- Improve disaster resilience by safeguarding records in a secure digital format.

These improvements will enhance government efficiency and public trust while providing long-term value to the residents of Humboldt County.

Beneficiaries:

The project will serve a wide range of stakeholders, including:

- **Realtors**
- **Developers**
- **Property Owners**
- **Appraisers**
- **Contractors**
- **General Public**

Each of these groups regularly seeks access to public records related to zoning, building permits, environmental clearances, and other property-related data. The project has the potential to benefit thousands of individuals and businesses across Humboldt County annually.

Project Budget – How Funds Will Be Used:

Funding will be allocated to the following core activities:

- **File Organization and Preparation** – Sorting and labeling documents before scanning.
- **Scanning and Digitization** – High-volume document scanning to convert physical files into digital format.
- **Data Transfer and Upload** – Integrating digital records into the Accela online portal for public access.



- **Quality Assurance and Indexing** – Ensuring that all records are accurately labeled and searchable.

Restrictions on Funding Uses:

At this time, there are no known restrictions on the use of funds for the activities outlined above. All expenditures will comply with applicable county, state, and federal guidelines to ensure transparency and fiscal responsibility.

Conclusion:

This project is critical to modernizing Humboldt County's public service infrastructure. By creating an accessible digital record system, we can better serve our residents, reduce administrative overhead, and improve the efficiency and accountability of county operations.



Total Cost to Complete the Project (Federal AND Non-Federal Funds) (State AND Non-State Funds): The total cost to complete the project is provided in the attached financial breakdown.

Non-Federal/State Funding or Match:

At this time, there is no non-federal or non-state funding secured for this project. The County of Humboldt is unable to commit local matching funds due to the significant financial burden associated with the project, which exceeds the County's current budgetary capacity.

Previous Funding:

This project has not previously received any federal, state, or private funding, including discretionary grants or formula funding. No external financial support has been awarded to date.

Can the County Obligate all Requested Funding Within 12 Months of Receipt? Yes

List of Stakeholder Groups or Elected Officials who Support the Project:

Estimated Project Start Date: January, 2027

Estimated Project Completion Date: July, 2027

Current Developmental Status of the Project:

The Planning and Building Department currently has one staff member assigned to scanning historic records. This employee was hired through the WEX Program, administered by the Department of Health and Human Services, and is serving in an extra-help capacity.

At this time, the department does not have the funding to hire additional staff to support the project. With only one WEX staff member working on the scanning, we estimate that it will take approximately 10 to 15 years to complete the project.

Contact Information: Stacy Juchtzer, Permit Manager 707-268-3744



Here is a visual representation of our current filing system for historic records.





PROPOSAL AND STATEMENT OF WORK

Prepared for:

COUNTY OF HUMBOLDT

IMAGING

October 2, 2025

PRESENTED TO

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VERSION: 6

STATEMENT OF CONFIDENTIALITY, LIABILITY AND VALIDITY

This document is subject to mutually executed TAB Products, LLC General Terms and Conditions for All File Services (Appendix C), has been prepared specifically for the County of Humboldt, Planning and Building Department ("Client", "County of Humboldt") and is proprietary to FusionRMS LLC ("FusionRMS").

Any dissemination or distribution of this proposal or copies thereof to any third party without FusionRMS's prior written consent is strictly prohibited.

FusionRMS shall not be liable for any technical or editorial errors or omissions contained herein, nor for any damages directly or indirectly arising from the furnishing of this proposal.

This proposal & statement of work shall remain valid until October 31, 2025, after which, unless accepted by County of Humboldt or extended by FusionRMS in writing, it will be deemed withdrawn.



JPMORGAN CHASE & CO.



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EXECUTIVE SUMMARY

The county of Humboldt has a collection of planning and building files that need digitized to support the best interests of the client. Subsequently, the county will appreciate the benefit of these records being backed up, easily accessible, and a reduction in real estate. The project plan is designed to provide a responsible budget, immediate access to required files during the process and transparency to support the best result.

FusionRMS's Approach

The intention of this proposal/SOW is to provide County of Humboldt with the confidence that FusionRMS will complete this initiative by meeting and/or exceeding all requirements while maintaining a secure, auditable chain of custody. FusionRMS understands the importance of this content both from an operational, legal and risk perspective.

Using the process, controls and team outlined in this document, FusionRMS will provide the optimal end-result for County of Humboldt. This is our commitment to you.

PROPOSED SOLUTION

Scope

FusionRMS will provide project management, staff and supplies to:

1. Transport all boxes to the imaging facility
 - a. Transfer up to 1,600 boxes.
 - i. 1,057 standard 1.2 cubic foot boxes
 - ii. 538 large banker boxes
2. Project Test / Ramp Up
 - a. FusionRMS's process will include a sample test one (1) box of files and data file for verification of quality and rules. These test files will be submitted to County of Humboldt for approval prior to production processing of remaining content in the files.
3. Imaging Process:
 - a. Scan preparation
 - i. Remove staples
 - ii. Unfold corners
 - iii. Post-it notes placed on blank pages
 - b. Scanning
 - i. 300 dpi
 - ii. Bitonal with auto-detect of color
 1. Image will be scanned in color when threshold is met.
 - iii. Pages are up to 11" x 17" (primarily letter)
 - iv. Duplex rate up to 20%
 - v. Very good to excellent quality
 - c. Index (folders)
 - i. Per folder
 1. Parcel Number
 2. Applicant Name
 3. Case Number
 - d. Index (fiche)
 - i. Per fiche card
 1. Title bar

- e. Image Accuracy
 - i. Excellent image quality
 - ii. 95% with 5% Audit
- f. Upload images and metadata to FusionRMS's secure FileShare for customer access and download.
- g. Rebuild
 - i. All documents returned to loosely to original folder.
- h. Destruction
 - i. FusionRMS will stage and hold all boxes for a period of 3 months.
 - ii. FusionRMS will perform a destruction on all boxes after the 3-month hold period.

Deliverables

The key deliverables for this project are:

1. Custody exchange and manifest validation for all files received from County of Humboldt.
2. Digitization of files as per the scope and assumptions in this document.
3. Delivery of images and metadata for the files digitized as part of the scope of this Statement of Work.

Success Criteria

Sign-off stating the completion and acceptance of each deliverable stated in the Deliverables section will be deemed "accepted" upon the following success criteria:

1. Images and Metadata delivered for files received and manifest validated:
 - a. Have met the requirements stated in this SOW;
 - b. Have received written acceptance by the County of Humboldt Manager/Subject Matter Expert; or
 - c. Upon first use of the imaged file by an end-user; or
 - d. Upon the expiration of five (5) business days following delivery of the images.

Metrics

FusionRMS has based the budgetary proposal on the metrics detailed below. These metrics were determined based on information provided to FusionRMS by the client. FusionRMS will provide updated information upon receipt of the entire collection and will notify the client if any changes to the details delivered within.

ITEM	BASED ON	QTY
NUMBER OF FILES	Customer Supplied	51,000
NUMBER OF BOXES	Customer Supplied	2,402
TOTAL Linear Filing Inches (LFI)	Box with reduction of Oversize docs	25,125
TOTAL PAGES	Average of 170 pages per LFI	4,271,250
TOTAL STANDARD IMAGES	Estimate of 20% duplex pages	5,125,500
NUMBER OF FICHE	Customer Supplied	5,000
TOTAL FICHE IMAGES	Customer Supplied	150,000
TOTAL OVERSIZE IMAGES	Pages that are greater than 11"x17"	2,100

Key Assumptions

The following assumptions have been made to create the budget and timeline indicated in this proposal. Adjustments to any of the listed assumptions or metrics may alter the price proposed.

Transportation and Custody Exchange:

1. FusionRMS will provide pick up and transportation to the imaging facility.
 - a. Label each box with a unique barcode identifier.
 - b. Palletize 40 or 24 (based on size) boxes per pallet.
 - c. Securely wrap each pallet for shipping and security.
 - d. Load the truck.
2. All pick-up/return trips will be scheduled during regular business hours.
3. FusionRMS will receive a box manifest from the County of Humboldt.
4. The loading dock will be available and can accommodate a 53' dock-high truck.

Imaging:

1. LFI is based on a box count, and such measurements remain accurate.
2. Total page count is based on 170 pages/LFI.
3. Total image count is based on assumption of 20% duplex pages.
4. Document imaging will be at the folder level.
 - a. 1 multi-page PDF per file folder or fiche card.
5. Total fiche images are based on 30 images per fiche card.
6. Client's Document software can upload standard PDF files with metadata.
7. Standard scan on demand requests of a maximum of 10 files placed by 10:00 am any business day will be returned to the client by end of the following business day.
8. Scan on demand, five (5) per day will be offered at no cost. Additional file retrieval/delivery requests will be charged per request at \$25.00/folder.

Other Assumptions:

1. FusionRMS has an error factor of 2% or less on indexing.
2. The volume assumptions hold true for the entire project.
3. Proactive communication is vital to project success. Both FusionRMS and County of Humboldt will proactively communicate any issues that arise that may impact the deliverable, project completion time and/or budget.
4. FusionRMS and County of Humboldt resources are available as required.
5. FusionRMS will provide all necessary IT equipment, scanning software and licensing necessary to complete this project within the timeline specified in the SOW.
6. FusionRMS will provide the necessary staffing and oversight for the project.
7. FusionRMS will manage and own risks and issues log outlining issues and resolutions during the project duration.
8. Any exception handling or deviations from the scope or expected assumptions will be charged on a Time and Management basis based on the resource required or addressed in a Change Order. Any exception for handling and/or charges must be approved by County of Humboldt before proceeding.

FusionRMS will:

1. Issue Project Status Reports on the previous week's progress in advance of all Project Status Meetings.
2. Review such report with the accountable parties as noted in the Team Structure section of this SOW.
3. Update such report upon clarifications provided by accountable parties and re-issue within 1 full business day.

County of Humboldt will:

1. Have accountable parties attend such meetings or delegate on their behalf.
2. Provide clarity and/or corrections pertinent to the information documented in the Project Status Report upon discussion/review in the Project Status Meeting.
3. Provide FusionRMS with further correction(s) if required in the Project Status Report within three (3) business days of receipt.

Both parties agree:

1. If no corrections are received from either party upon the expiration of three (3) business days of the latest issue of the Project Status Report, such report shall be deemed fully accepted. This means all parties agree to comply with the documented decisions, scope, billable costs, and timeline elements.
2. They accept all responsibility and accountability for ensuring corrections are issued within the timeline stated.
3. Lack of attendance at project status meetings or attendance by accountable parties or detailed review upon receipt of the Project Status Report will not waive either party of their respective obligations documented in fully adopted Project Status Reports as per the above process.
4. Digital records will be kept until approval to destroy has been obtained from County of Humboldt or up to a maximum of 90 days after project completion.

5. Should any material deviation from the approach or the assumptions listed above present itself during this project, a change order will be issued as per our Change Management Process (see Appendix A) and may have financial impacts.
6. FusionRMS's liability associated with this work will not exceed the amount stated on this Proposal & Statement of Work.
7. Should any material deviation from the approach or the assumptions listed above present itself during this project, a change order will be issued as per our Change Management Process (see Appendix A) and may have financial impacts.

PROJECT TEAM STRUCTURE

Role	Key Responsibilities/Accountabilities
Client Project Sponsor TBD	<ul style="list-style-type: none"> Overall project success for Client. Escalation and commercial contact for Client. Responsible for escalating issues within Client organization and communicating challenges. Timely approval of invoices in accordance with the payment terms.
Client Project Manager Suzanne Lippre	<ul style="list-style-type: none"> Reports to Client's Project Sponsor. Ensures all required resources are available to execute the work and/or address matters that may arise, in a timely manner to effectively and efficiently manage timeline or cost changes. Single point of contact for FusionRMS's Project Manager(s) to collaborate and proactively manage and resolve project related matters to ensure all success criteria are met Provides timely sign-off on deliverables provided by FusionRMS as per the Success Criteria Section.
FusionRMS Project Sponsor Gregg Darsch	<ul style="list-style-type: none"> Overall project success for FusionRMS in support of Client. Escalation contacts for FusionRMS. Attends Team meetings.
FusionRMS Sales Executive David Walraven	<ul style="list-style-type: none"> All commercial aspects of this SOW and potential Change Orders. Attends all Team meetings. Issues invoices as per the payment terms.

FusionRMS Project Manager David Walraven	<ul style="list-style-type: none"> • Single point of contact for Client's to collaborate and proactively manage and resolve project related matters to ensure that all success criteria are met. • Ensure that all required FusionRMS resources are available to execute the work and/or address matters that may arise, in a timely manner, to effectively and efficiently manage timeline impacts or cost changes. • Leads the planning, execution of all deliverables. • Attains timely sign-off on FusionRMS deliverables from Client's Project Sponsor in accordance with the Success Criteria section. • Execution of this SOW. • Write Change Orders as required in collaboration with the Client's Project Manager. • Chairs all internal FusionRMS Project Meetings. • Attends Clients project related meetings, as required.
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INVESTMENT SUMMARY AND TIMELINE

The following fee schedule, investment summary and timeline are based on the scope, metrics and assumptions provided above. All pricing is based on a continuous project with no stoppages or interruptions.

Investment Summary

Estimated Cost:

Transport up to 1,600 boxes (2 trips)	\$ 57,750.00
Standard Imaging up to 5,125,000 images	
<ul style="list-style-type: none"> • Set up • Process Build • Proof of Deliverable • Training • Prep • Scan • QC • Indexing • Data Transfer • Project Management • Status Reports and Meetings • Project Supplies 	\$597,828.00 (\$24,909.50/Month for 24 months)
Large Format Drawings Estimated 2,100 drawings @ \$2.50/drawing	\$ 5,250.00
Microfiche Imaging	\$15,800.00
Destruction (1,600 boxes @ \$15.75/box)	\$ 25,200.00
Total Investment Estimate	\$ 701,828.00

Payment Schedule: All fees will be invoiced monthly based on actuals. Applicable taxes will be added to the invoice. 1st month down payment will be required prior to the project commencement.

Timeline

FusionRMS has established the estimated timeline to complete the above imaging work to support a responsible budget; expected to be 24 months. Once this document has been fully endorsed by both parties a project manager will be assigned to establish start date is agreed upon, defined timelines for project ramp-up and weekly processing.

Weekly uploads to the FusionRMS provided ShareFile site. This will include all production imaging and file requests for; Friday-Thursday. All uploads will take place each Friday.

LETTER OF COMMITMENT

County of Humboldt commits to engage FusionRMS LLC, to undertake the project outlined in this Statement of Work dated October 2, 2025. Upon receiving this letter of commitment, signed by County of Humboldt and FusionRMS, FusionRMS will assign a Project Manager to collaborate with County of Humboldt on project initiation.

In agreeing to work with FusionRMS, County of Humboldt acknowledges that the project scope and deliverables outlined in the proposal are satisfactory and agrees to accept the project estimate as specified in this document.

County of Humboldt**FusionRMS LLC**

Authorized Signature

Authorized Signature

Name, Title

Name, Title

Date

Date

This SOW for County of Humboldt is hereby approved.

APPENDIX A: CHANGE MANAGEMENT PROCESS

The Change Management Process will be used to formally discuss, document and approve any changes to the specifications stated in this SOW that alters scope, deliverables, success criteria, approach, assumptions, timeline and/or pricing. The Change Management Process steps include:

1. Either party may initiate/request a discussion to alter specifications stated in this SOW.
2. Upon mutual agreement, the agreed changes will be documented in a Change Order as shown below.
3. Once signed by both parties, the Change Order will be authorized for execution.
4. Upon completion of the Change Order, official sign-off must be attained from the requestor.

[Change Order Title]

Change Order #:	A unique number identifying this Change Order. Will start with "1" and go to N.
Date:	The date the Change Order was written.
Description:	Brief description of the Change.
Scope:	The scope of this change includes: Lists scope of the change (like the scope section of the SOW). Etc....
Deliverable:	State the deliverable.
Success Criteria:	State the success criteria that must be met to attain sign-off.
Assumptions:	State the assumptions applicable to this Change Order.
Risks:	State the risks associated with this Change Order.
Timeline:	State the timeline in which the Change Order will start and be completed.
Price and Terms:	State the price of the Change Order and payment terms.
Project Impact:	State the impact on the original SOW by executing this change (i.e. timeline extension).

Per: _____
FusionRMS LLC

Per: _____
County of Humboldt

Date: _____

Date: _____

APPENDIX B: QUALITY ASSURANCE RATE CALCULATION

FusionRMS's Quality Assurance rate is calculated as per the following:

1. All images will be of excellent quality.
2. Each occurrence of a quality error as defined in Appendix A will count as "1" quality error.
3. The Quality Assurance Rate for the project e is calculated as $100 * (1 - (\# \text{ of quality errors}) / \text{total image count})$. For instance, if there were 2 errors (one instance of a rotation error and one instance of a blank page) found over a 200-image project, the Quality Assurance Rate = $100 * (1 - (2/200)) = 99\%$.
4. If the Quality Assurance Rate is below the set rate for a project, corrections will be made to ensure the Quality Assurance Rate meets the set rate at no additional cost to the client.

APPENDIX C – GENERAL TERMS AND CONDITIONS

For and in consideration of the payments made by Customer, TAB Products CO. LLC., (hereafter "Contractor"), agrees to provide, as an independent contractor, the services (the "Services") described in the attached Proposal, Services Agreement or Statement of Work, as applicable, subject to the provisions, terms, and conditions hereof (collectively, the "Agreement").

1. **Description of Project** - The project and related Services shall be as described in the Services Agreement and related Schedules. All Agreements, unless otherwise expressly stated therein, are deemed withdrawn by the Contractor at the end of (30) thirty days from the date offered.
2. **Itemization** - Each item on order by a Customer shall be treated as a separate Service and billing may be issued thereon for partial or full completion of such items.
3. **Billing Method for Labor and/or Services** - Contractor may bill Customer monthly for Services performed during the month.
4. **Payment Terms** are net thirty (30) days - Invoices outstanding for more than thirty (30) days are subject to a late payment fee and reasonable cost of collection, including attorney's fees. If payments are not made in accordance with Contractor's standard terms, the unpaid balance shall be subject to interest rate of 2% per month, or 24% per year.
5. **Conflicts with Purchase Order** - In the event that the Customer issues a purchase order, which contains terms, and or conditions which conflict with the Agreement and these terms contained herein, such conflicting terms shall be rejected and null and void. Acceptance of any conflicting terms contrary to those stated herein requires a specific written notice of acceptance by the Contractor. Otherwise, conflicting terms are deemed rejected. All non-conflicting terms shall remain in force and the tender of a purchase order shall be deemed acceptance of such terms.
6. **Claims** - All claims against Contractor must be made in writing and delivered to Contractor within thirty (30) calendar days after delivery of work product to Customer, and if not so made, any liability of Contractor with respect thereto will cease and terminate, and if not so made, shall be deemed waived.
7. **Prices and Job Estimates** - The prices for Services are shown in the Agreement and/or Fees Schedule attached to the Agreement, as applicable. Estimated volumes, which may be shown therein, are based upon information approved by Customer. Payments by Customer to Contractor shall be based on the Fees Schedule on actual quantities as measured by Contractor.
8. **Risk of Loss** - Unless otherwise specified in the Agreement, if the Services to be provided are performed at other than the Customer's place of business, Customer is responsible for delivery of records/documents to, and their return from the location designated for the performance of the Services, Customer shall bear all risk of loss while such documents are in transit and until the documents are accepted in writing by Contractor at the designated service location. Contractor shall be responsible for Customer's Media while it is in its possession and its responsibility shall end a reasonable time after notice by Customer to Contractor of an acceptance of the new media or data.
9. **Special Delivery** - All costs of transportation, including freight, postage, overnight courier, UPS, pick-up, delivery, and local courier charges incurred by Contractor in connection with the Agreement will be prepaid and will be billed to Customer as incurred unless special terms and conditions are specified in the Fees Schedule.
10. **Subcontracting** - Contractor reserves the right to perform its obligations hereunder by means of subcontracts with qualified third parties and to enter such subcontracts as it deems expedient and proper under the circumstances with notification to Customer. Notwithstanding such subcontract, Contractor shall nevertheless remain responsible to Customer for Services provided and to be provided hereunder.
11. **Non Solicitation** - Customer acknowledges and agrees that during the term of the Agreement, and for a period of six (6) months following the termination or expiration of the Agreement for any reason, neither it nor any employee or agent of Customer shall, either directly or indirectly, without the prior written consent of Contractor: solicit, influence or induce or attempt to solicit, influence or induce, any employee or subcontractor of Contractor who has become known to Customer as a result of the provision of Services pursuant to the Agreement, to become an employee or contractor of Customer, or to provide services to Customer in any manner, including without limitation, as an officer, director, owner, partner, employee, independent contractor, consultant, advisor or representative; or solicit, influence or induce or attempt to solicit, influence and induce, any employee or subcontractor of Contractor who has become known to Customer as a result of the provision of Services, to leave their employment with Contractor for any reason.
12. **Limitation of Liability** - In no event shall either party be liable to the other for any indirect, incidental, exemplary, special or consequential damages of any kind or nature (including with respect to loss or destruction or damage to any Customer documents, loss of any information or data contained in any Customer documents, costs of recreating Customer documents or loss of revenue or profits or business interruption or other non-direct commercial or economic loss or damage of any kind) suffered by Customer howsoever caused and regardless of the form or cause of action, even if such damages are foreseeable or the first party has been advised of the possibility of such damages. (A) Subject to Section 12(B), in the event of any failure or breach by Contractor in the performance of the Services or its obligations under the Agreement, Contractor's total liability and obligation to Customer, in the aggregate for any and all such failures or breaches, shall be limited to the actual direct damages suffered and shall not exceed an amount that is equivalent to the flat monthly fee portion of the fees multiplied by twelve. (B) Notwithstanding section 12(A), in the event of any loss or destruction or damage to any Customer documents, Contractor's liability in respect of such loss or destruction or damage shall be limited to \$1.00 per Customer file. The foregoing limitations of liability shall apply in respect of any expense, damage, loss, injury, or liability of any kind, regardless of the form of action or theory of liability (including for breach of contract, tort, negligence, strict liability, by statute or otherwise) and shall survive a fundamental breach or breaches or the failure of the essential purpose of the Agreement or of any remedy contained herein.

Customer agrees that the limitations and exclusions contained in this section are reasonable based upon the commercial circumstances, including the quantum of fees, of the Agreement, and Contractor would not have entered into the Agreement but for Customer's agreement to the limitations contained herein. Customer acknowledges that Contractor does not and shall not insure any Customer documents against loss, damage, destruction or any other injury of any kind or nature whatsoever.

13. **Confidentiality** - Contractor agrees to exercise caution and discretion in safeguarding Customer's materials, information and data which are confidential and are clearly so designated. Contractor also agrees not to divulge or communicate in any manner any financial, marketing or any information learned performing work for Customer which would be considered confidential or the nature of trade secrets. Contractor shall be responsible to Customer only in the event of a willful and material disclosure of such information or data.
14. **Default** - Each party has the right to terminate the Agreement if the other party breaches or is in default of any obligation under the Agreement which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize).
15. **Termination** - Each party has the right to terminate the Agreement, for any reason, by providing one hundred eighty (180) days written notice of termination.
16. **Notices** - All notices or other communications which are required or may be given to Contractor pursuant to the terms of the Agreement, shall be in writing, shall be effective upon receipt, and shall be delivered by Federal Express or a similar courier, personal delivery or certified or registered air mail, addressed as written below.

TAB PRODUCTS Co. LLC
605 Fourth Street
Mayville, Wisconsin 53050

17. **Governing Law** - This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Ohio and the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in Hamilton County, Ohio.
18. **Integration and Entire Agreement** - The Agreement together with Customer's Letter of Commitment and the other documents (if any) referred to herein set forth the entire understanding between the parties and supersede all previous and contemporaneous, written or oral negotiations, commitments, understandings and agreements relating to the subject matter hereof and merge all prior and contemporaneous discussions between the parties. All capitalized terms used but not defined herein have the meaning ascribed to them in the Agreement, as applicable. No party shall be bound by any definition, condition, representation, warranty, covenant or provision other than as contained in the Agreement.
19. **Assignment** - The Agreement shall be binding on the parties hereto and their respective successors and assigns, but neither party may, or shall have the power to, assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
20. **Amendment** - Any amendment or modification to the Agreement must be in writing and signed by the party against whom enforcement is sought.
21. **General Provisions** - Any provision of the Agreement, which shall prove to be invalid, void, unenforceable, or illegal shall in no way affect, impair or invalidate any other provision and all such other provisions of the Agreement shall remain in full force and effect.
22. **Force Majeure** - A party shall not be liable for any failure of or delay in the performance of the Agreement (excluding payment obligations) for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to earthquake, flood, fire and other acts of God, war, terrorism, strikes or labor disputes, embargoes, government orders or any other force majeure event. If a force majeure event extends for a period in excess of 60 days in the aggregate, either party may immediately terminate the Agreement upon written notice.
23. **Language of Agreement** - The parties agree that the Agreement and all notices, instruments and other documents pertaining thereto and to the Services, be drawn up in the English language.