



STATEMENT OF SERVICES ("SOS")

for

Client – Laredo College – HR Dept
Services – Document Backfile Scanning

Client

Contractor

Printed Name

Printed Name

Printed Title

Printed Title

Signature (Authorized Client)

Signature (Authorized Contractor)

Date

Date

This Statement of Services ("SOS") is made by and between Toshiba America Business Solutions, Inc. ("TABS"), including its division Toshiba Business Solutions ("TBS"), with its headquarters located at 25530 Commercentre Drive, Lake Forest, CA 92630 (collectively or individually TABS and TBS shall be referred to as the "Contractor"), and **Laredo College** located at **1 West End Washington St., Laredo, TX 78040**. (the "Client").

This SOS describes the project and details the services and deliverables (hereinafter collectively known as ("Project Services")) associated with the **Document Backfile Scanning** project (the "Project").

Valid From: 07/25/2025

Project Services shall be provided pursuant to the "Project Contract" which consists of the following:

This SOS together with (check the applicable agreement(s)):

A checkmark incorporates the referenced document into this SOS.

Toshiba Solutions

☐ Elevate Sky ("Elevate Sky").*

Toshiba Partner Solutions

☒ **Master Software and Services Agreement ("MSSA").**

The State of Texas Comptroller DIR Contract DIR-CPO-4426

Partner Solutions

Individually or collectively, Elevate Sky and/or the MSSA (as selected above) and the applicable software terms (End User License Agreement, Terms of Use or Terms of Service)*, or the State of Texas Comptroller DIR Contract DIR-CPO-4426 ("DIR Contract") between Contractor and its client shall be referred to herein as the "Agreement." The SOS is subject and subordinate to the Agreement. To the extent there is a conflict between the Agreement and the SOS, the SOS shall prevail.

**Click-wrap agreement.*

1. Project Contacts

Contractor Office Details	
Contractor Region	TBS-NCR-TEXAS
Address Line1	1070 Arion Cir
Address Line 2	
City, State, ZIP	San Antonio, TX 78216
Phone Number	
Fax Number	
Contractor Sales Rep. Name	
Contractor Consultant Name	Adam Guillen
Contractor Analyst Name	
Client Number	
GRM #	72222

Client Details		
Client Name	Laredo College	
Client Contact Person		
Client Address Line-1	1 West End Washington St.	
Client Address Line-2		
City, State, ZIP	Laredo, TX 78040	
Telephone #:		Ext:
Fax Number:		
Email Address:		
Client Number:		
Contract Number:		

2. Introduction

Client's acceptance of this SOS shall be authorization for Contractor's performance of the Project Services set forth in this SOS. Contractor reserves the right to utilize Sub-Contractors and sub-subcontractors (collectively known as "Sub-Contractors") in performance of the Project Services. Contractor, including any Sub-Contractors shall be referred to collectively herein as "Contractor." Contractor represents that all its Sub-Contractors (i) will be competent to perform the Project Services; (ii) will exercise commercially reasonable standards in performing these Project Services; (iii) will have and will maintain all required licenses and permits; and (iv) will comply with all terms and conditions applicable to Contractor in the performance of the Project Services.

The purposes of the SOS are to (i) specify the work to be completed by the Contractor during phases of the Project; (ii) detail the obligations of the Contractor and the Client; and (iii) set forth the Project schedule and fees.

Contractor has prepared this SOS to detail the scope of Project Services and costs for the Project Services.

3. Project Objective

Based on the agreed upon business requirements, Contractor will provide design, implementation, training, and support services to the following locations:

SaaS

4. SOS Addendums

The SOS Addenda are supplementary documents that detail the specific deliverables and responsibilities of the parties. The relevant addendum is predicated upon whether Client's solution is a cloud solution, non-cloud solution ("On-Premises"), or mix of both ("Hybrid"). The SOS Addenda describe the Project Deliverables, Client and Contractor Responsibilities, Professional Services and Licensing Fees, Project Plan, Support Escalation Process, Pricing Schedule, Business Requirements, Functional Design, Change Order Authorization, and Solution Delivery and Acceptance.

A checkmark incorporates the referenced document into this SOS.

- ☒ Statement of Services - Addendum A (Cloud Solution).
- ☐ Statement of Services - Addendum B (On-Premises Solution).
- ☐ Statement of Services - Addendum C (Hybrid Solution).

Project Deliverable(s)

Based on the agreed upon business requirements, Contractor will provide the following, as applicable:

- This Statement of Service (SOS).
- Professional Services as defined in this SOS.

NOTE: For the on-premises components of the deployed solution, it is the responsibility of the Client to meet the minimum installation pre-requisites provided to them prior to the installation of the software.

5. Project Services

Contractor will provide the following Project Services:

- Consult with Contractor personnel to implement Scanning need(s).
- Consult the Contractor personnel on the index criteria.
- Inform the Contractor personnel on scanning requirements.
- Inform the Contractor personnel on shipping requirements.
- Assist Contractor IT personnel User Access as needed.
- Access to the FTP for image Q/A processing.
- Project Management.
- Training
 - Train End-User to use the FTP portal.

5.1. Services Description

Capitalized terms used in this Section 5.2 without definition shall have the meanings assigned to them in Exhibit B: Additional Terms and Conditions for Imaging Services.

1. **Project Description.** Contractor will perform the Imaging Services for Client based on terms set forth in this SOS. Client Location Address for pickup: **1 West End Washington St., Laredo, TX 78040.**

GRM to pack, scan, and index 635,250 images, that will be packed from cabinet drawers and destroyed. Transportation includes 1 trip to pick up.

2. **Document Volumes.**
 - a. Estimated Numbers of Boxes/Containers: **275**
 - b. Estimated Number of Records to be Imaged: **635,250**
3. **Project Schedule and Timeline.** Project timeline, pickup and delivery will be determined during kickoff meeting.
4. **Invoicing.** Contractor will invoice Client for services on a monthly basis during the first week of the month following the performance of services. Any exceptions to this process must be approved by both parties.
5. **Pick Up/Transportation.** Upon the execution of this SOS, Contractor and the Client will promptly

coordinate the secure transfer of all Records to Contractor's facilities. Contractor will initiate a work order for each transfer of Client's boxes/containers containing the Records ("Work Order"). The Work Order will outline the specific services Contractor will be performing. Contractor may issue multiple Work Orders to facilitate the pickup and delivery of the Records that extend throughout the duration of this SOS. Contractor Work Order details must match the Contractor's and Client's mutually authorized Statement of Services (SOS). Contractor drivers may only pick up the number of boxes/containers provided on a particular Work Order. In the event that Client desires that Contractor pick up additional boxes/containers, Client will promptly notify the Contractor's representatives of the new Client request and scope change. The request must be made in writing (e-mail is sufficient) to Contractor by Client. Contractor will generate a Change Order to Client to account for this Project scope variance. Contractor will issue a new or revised Work Order prior to the pick-up of the additional container(s).

6. **Container Intake & Processing.** Contractor will count and verify all Client boxes/containers specific to each Work Order upon receipt of the boxes/containers at a Contractor's facility. Contractor will apply a unique bar code to each container which is scanned into Contractor's inventory database and confirmed against the Work Order. Contractor shall promptly notify the Client in writing if there are any discrepancies between the actual containers transported and the number indicated in the Work Order. Client, and Contractor agree to work collaboratively to resolve any discrepancies between the number of boxes/containers transported and the number provided on the Work Order. A Change Order must be executed prior to Contractor processing any records in excess of the volume listed on the Work Order. All boxes/containers in a Work Order will be stored at a secure facility at no additional charge to the Client while the Work Order is open and through the Inspection Period (defined below).
7. **Scanning Preparation.** Contractor will prepare each individual Record for scanning.
 - a. Paper Records:
 - i. Pulling staples.
 - ii. Taping any torn pages.
 - iii. Unfolding any folded pages.
 - b. Film/Media:
 - i. Validate Film/Fiche size and ratio.
 - ii. Blips/document breaks align with index values.
 - c. Others: [add as needed]
8. **Scanning.** Contractor will scan boxes/containers based on the applicable Work Order. Unless otherwise indicated in the Scanning Output Specifications below, all paper images will be scanned in black and white and captured at 300 DPI in PDF format and OCR. Oversized images will be scanned in color and captured at 400 DPI in PDF format and OCR.
 - a. **Container Tracking:** All boxes/containers are scanned at every handling point during the scanning process to ensure accurate Work Order tracking. In addition, Records presented as 'Film Rolls' for example, also receive individual barcodes. Other media 'Microfiche' tracking for example, tracking is dependent on how the records were packaged.
 - b. **Scanning Sample:** For each Work Order Contractor will prepare and scan a sample of the Records being processed for the Client's review and approval prior to the scanning of containers on the Work Order. Client will have (5) five consecutive working days to review the sample provided and provide written approval (email format is acceptable as the written approval) and acknowledgment to Contractor that the sample meets the Scanning Output Specifications before Contractor will continue with the imaging Project.

Time is of the essence. In the event the Client fails to approve or acknowledge the samples within five (5) five consecutive working days Contractor reserves the right to notify Client, and return the Client's

records at the Client's sole cost and expense. Upon and after acceptance of the sample, any requests by the Client to re-scan any Records shall result in additional imaging fees and charges per the established Project pricing schedule. Upon Client's Acceptance of the scanned sample Records, Contractor will resume the scan processing of the remaining boxes/containers on the Work Order per the agreed-upon Project specifications in this SOS and any subsequent Change Orders. Any changes to the sample or Project specifications after scanning operations have begun will require a written Change Order.

9. **Quality Control.** Contractor will perform an initial visual inspection of the scanned document, as it is displayed, immediately after scanning. Each image that does not pass this initial visual inspection will be earmarked for rescanning. Any indices that are incorrect will be corrected. Contractor will also perform a random validation of ten percent (10%) of the scanned images against the original record in the image collection.
10. **Indexing.** Index Records based on the following categories:
 - a. [TBD prior to Project start]
 - b. [TBD prior to Project start]
 - c. [TBD prior to Project start]
11. **Delivery & Inspection Period.** Scanned images will be delivered to the Client based on the Delivery Method identified in the Scanning Output Specifications below. Any changes to the Scanning Output Specifications will require a written Change Order. Once all boxes/containers in a Work Order have been scanned the Work Order will be marked complete and Contractor will notify the Client that records are available for inspection and approval. The Client shall have ninety (90) days from the date Client is notified that the Work Order is complete to review the scanned images and make any objections ("Inspection Period"). Failure by the Client to make any objection in writing (email is acceptable as the written approval) within the Inspection Period shall be conclusive evidence of Client's full satisfaction with the Imaging Services provided under that Work Order and any deliverables made in connection with the Work Order. Client agrees that unless written notice (email is acceptable) of non-acceptance is provided to Contractor within the Inspection Period, the scanned images will be deemed accepted by the Client. Any re-scanning after the Inspection Period, or reproduction of digital Records of previously accepted Records from the Contractor archives, will be subject to additional re-scanning, or restoration of archived digital records charges.
12. **Post Scanning Actions.** Prior to the conclusion of the Inspection Period applicable to any Work Order ("Post Scanning Period"), the Client shall notify Contractor in writing of the Client's intentions regarding the disposition of the Records. The written notice from the Client regarding the disposition of Records shall direct Contractor to either (i) have the Records returned to the Client at the Client's sole cost and expense, including any and all transportation costs ("Authorization to Return") (See Exhibit C); or (ii) have the Records destroyed at the Client's sole cost and expense ("Authorization to Destroy") (See Exhibit D). A failure by the Client to issue a written Authorization to Return or written Authorization to Destroy prior to the expiration of the Post Scanning Period shall result in all Records being returned to Client at Client's sole cost and expense, including any and all transportation costs.

Source Files

<input checked="" type="checkbox"/> Paper	<input type="checkbox"/> Film	<input type="checkbox"/> Fiche	<input type="checkbox"/> Aperture Cards	<input type="checkbox"/> Blueprint /Wide Format	<input type="checkbox"/> Books	<input type="checkbox"/> Digital Files	<input type="checkbox"/> CD / DVD
<input type="checkbox"/> Flash Drive	<input type="checkbox"/> Other						
Additional Instructions							

Scanning Output Specifications

Output Format	Resolution	OCR	Output Color	Client Providing Data Lookup File	Delivery Method
<input checked="" type="checkbox"/> PDF	<input type="checkbox"/> 200 DPI	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Black/White	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Upload to FTP
<input type="checkbox"/> PDF/A					
<input type="checkbox"/> TIFF	<input checked="" type="checkbox"/> 300 DPI	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Color	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Encrypted Portable Media
<input type="checkbox"/> JPG	<input type="checkbox"/> Other				
Additional Instructions					

Post Conversion Instructions

Boxes/Containers	Additional Instructions
<input type="checkbox"/> Return to Client	
<input checked="" type="checkbox"/> Destroy	Destruction authorization required.

13. **Contractor Terms, Conditions, and Flow-Downs.** The Client acknowledges and agrees that the performance by Contractor of the Imaging Services pursuant to this SOS is subject to terms and conditions set forth in this SOS, Exhibit B: Additional Terms and Conditions for Imaging Services ("Additional Terms and Conditions"), and the Master Software and Services Agreement. In the event of a conflict between the Additional Terms and Conditions and any other terms agreed to between Contractor and Client, the terms in this SOS shall take precedence and control.
14. **Subsequent Execution.** If this SOS is executed subsequent to any date specified herein for its performance of any obligation or the creation of any right, the parties agree and acknowledge that this SOS governs prior conduct pursuant thereto and that the rights and obligations under this SOS, shall be construed to be no different than if the SOS was executed prior to any such date specified herein.

6. Project Milestones

Notes: The milestones table below is intended as a sample. Update as needed. Remove the highlighted notes prior to submission of this SOS to Client.

Milestone Description	Milestone Date
Document Backfile Scanning	Milestones are based on individual Project size and scope and will be mutually determined for each Project.

1. Initiating and Planning complete	Mutually established between Client and Contractor
2. Executing complete	Mutually established between Client and Contractor
3. Monitoring and Controlling complete	Mutually established between Client and Contractor
4. Solution Delivery and Acceptance complete	Mutually established between Client and Contractor
5. Project Complete	Mutually established between Client and Contractor

7. Progress Billing

During this Project, Contractor will request that Client acknowledge completion and acceptance of the monthly services related for the Document Backfile Scanning Project. An invoice will be submitted to the Client, and Client agrees to pay for the services delivered for the month mentioned in the invoice. Client agrees to pay for the invoice within 15 days of receipt of invoice in accordance with the Completion Criteria in this SOS.

8. Completion Criteria

When the Project Services detailed in this SOS have been completed and demonstrated, the Project will be considered complete, and Contractor will request Client signoff of the Solutions Delivery and Acceptance document referenced in this SOS within 15 days of Project Plan completion.

9. Change Management

This SOS is intended to provide, as much as possible, a clear understanding of the responsibilities of the parties concerning these Project Services. Changes to the scope, assumptions, personnel, environment, dependencies, timeline, or Project Services post execution of this SOS will be communicated in writing and agreed to by both Contractor and Client via a Change Order Authorization ("COA") form. The COA will be added to this SOS to amend and set forth the effective date, purpose, description, and price, if applicable.

The work required to address these changes will be scoped and presented to Client as a COA with any additional time, materials, or cost. The following list provides a detailed process to follow if changes to the scope of this SOS are required.

- A COA will be the vehicle for communicating change and will be prepared by the Contractor's lead Solutions Analyst assigned to this Project. The COA must describe the change, the reason for the change, and the effect the change will have on the Project.
- Both Client and Contractor will review the proposed change and approve. The review will determine the effect the COA will have on price, schedule, and other terms and conditions of this SOS.
- Both parties must sign a written COA to authorize the implementation of any changes.

10. Support

Contractor will provide implementation support for this Project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer's specifications.

Upon completion of the Project, and provided Client is up to date with their maintenance and support payments, Client will have access to a Contractor support engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the license, if any.

11. SOS - Assumptions

The following are the general assumptions on which this SOS and Professional Services Fees ("Fees") are based. If any of these assumptions either change or are incorrect a COA may be required, which may result in additional Fees.

- Building environmental conditions that are within equipment specifications for airflow, temperature, humidity, and electrical quality.
- Project Services will be performed during normal business hours Monday through Friday 8 a.m. to 5 p.m. local time, excluding holidays. Client will provide unimpeded access to equipment and facilities. If access delays occur, work performed outside of normal business hours may incur an overtime premium.
- Contractor:
 - Is not responsible for any conflicts with existing hardware or software.
 - Is only responsible for integration tasks outlined in this proposed SOS.
 - At Contractor's discretion Project Services may be provided remotely in whole, or in part.
- All systems will be installed in US English (other localized language configurations can be provided at an incremental cost).

Exhibit A: Referenced Documents Table

A checkmark in the table below incorporates the referenced document into this SOS.

Referenced	Document Title	Document Description
<input checked="" type="checkbox"/>	Project Plan	Project Plan describes the execution, management, and control of the Project
<input type="checkbox"/>	Pricing Schedule	Provides pricing and line-item details as necessary.
<input type="checkbox"/>	Solutions Delivery and Acceptance	Acknowledgement form: client acknowledges and confirms that the deliverable, milestone and/or Project referenced has been completed, and all testing and acceptance criteria have been satisfied.
<input type="checkbox"/>	Change Order Authorization	Document to be executed when the original Project scope has changed post SOS authorization by client.
<input checked="" type="checkbox"/>	Support Escalation Process	Describes steady state user-support escalation process.
<input type="checkbox"/>	Business Requirements Document	The BRD outlines the details for a Project including the documentation of Client needs and expectations. The BRD is intended to highlight the Project Scope, Requirements, Assumptions, Constraints, and Risks.
<input type="checkbox"/>	Functional Design Document	The FDD provides an overview of the business issue to be addressed, a mock-up of the User Interface (UI) design, and a plain English synopsis of the logic anticipated. This document provides the Client with the opportunity to approve the high-level design before the effort is made to develop a detailed or technical design.

Exhibit B: Additional Terms and Conditions for Imaging Services

1. **Imaging Services.** Contractor shall provide Client with imaging and conversion services designed to facilitate the conversion of Client's paper files and other media as may be defined by the parties ("Records") to the electronic document storage and/or internet based retrieval warehousing facility identified by the Client for the Client's access to its stored electronic data ("Data") (collectively the "Imaging Services"). The Imaging Services are documented in this "Statement of Service" between Client and Contractor which defines a particular Imaging Services Project for Client to be undertaken by Contractor at the request of Client, and shall include at a minimum: (i) a Project description, Project assumptions and key personnel (ii) a description of the Imaging Services to be performed; (iii) the schedule on which such Imaging Services are to be developed and delivered; (iv) any acceptance criteria and process relating to the delivery of Imaging Services; and (v) the fees, payment schedule and other terms for the Imaging Services. All Imaging Services shall be performed in accordance with the specifications and the time frames set forth in this Statement of Work. Client may amend this Statement of Services through a written change order executed by both parties. Additionally, the parties may agree to execute additional Statements of Service for future Projects.
2. **Change Orders.** Any adjustments to the services, document volumes, Project schedule, Scanning Output Specifications, Post Conversion Instructions, or pricing must be documented through a Change Order Request. Some, but not all, Change Order Requests will require additional costs and fees. For those Change Order Requests that require only minor modifications, in Contractor's sole but reasonable discretion, and which align with the initial scope and objectives of this Statement of Work, that do not require significant additional resources or effort, and enhance overall Project clarity, Contractor will utilize a Zero Dollar Change Request. For all other Project changes, including those which, impact Project costs, time schedules, alter the output specifications, or post conversion instructions, Contractor will require a formal Change Order Request. Regardless of the form of Change Order Request, Project changes are documented to ensure that deviation from the SOS is consistently memorialized.
3. **Authorization & Ownership.** Client represents to Contractor that Client has lawful possession of and legal right to the Records being imaged hereunder, and that Client has the legal right and authority to enter into this SOS and perform its obligations hereunder.
4. **Post Project Terms and Records Disposition.** Records must be either returned to Client or destroyed by Contractor subsequent to the completion of each Work Order and upon Project completion. The Client is responsible for all costs, fees, expenses, and charges relating to the disposition of the Records, including any and all transportation costs if the Records are being returned, or destruction costs, if the Records are being destroyed. The Post Conversion Instructions section in this SOS represent formal written authorization for Contractor to destroy or return Client's Records at the conclusion of the Project and Client hereby releases Contractor from all liability resulting from destruction pursuant to this SOS. Client shall not delay in providing its written instructions regarding the disposition of Records and a failure to provide timely written instructions regarding the disposition of Client Records and Data shall be a material breach of this SOS and any underlining MSSA between Contractor and Client. Contractor will provide temporary paid storage of Client Records for no more than twelve (12) months after Work Order or Project conclusion, and Contractor will notify Client thereof. Any Records remaining in storage at the end of the twelve (12) months will, after thirty (30) days written notice and receipt of Client's authorization and approval, either (i) be destroyed at Client's sole cost and expense; or (ii) returned to Client at Client's sole cost and expense.
5. **No Warranties.** Contractor warrants that the Imaging Services shall be provided in a professional

and workmanlike manner by trained personnel. EXCEPT AS PROVIDED IN THIS SECTION, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND/OR THAT THE SERVICES ARE ERROR-FREE OR THAT CLIENT'S USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. CLIENT'S RECORDS ARE ACCEPTED FOR THE IMAGING SERVICES AT THE EXCLUSIVE RISK OF CLIENT FOR DAMAGE, LOSS, OR DESTRUCTION THERETO FROM DETERIORATION OR DAMAGE RESULTING FROM THE PASSAGE OF TIME, ACTS OF GOD, OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF CONTRACTOR. CONTRACTOR SHALL NOT BE LIABLE FOR ANY STATEMENT, REPRESENTATION, UNDERSTANDING OR AGREEMENT UNLESS MADE IN WRITING, AND SIGNED BY THE PARTIES SPECIFICALLY INCORPORATING SUCH ADDITIONAL STATEMENT, REPRESENTATION OR UNDERSTANDING INTO THIS SOS. CONTRACTOR SHALL NOT BE LIABLE FOR LOSS OR DAMAGE RESULTING FROM: (I) INADEQUATE PACKAGING OR STORAGE PERFORMED BY CLIENT, (II) CLIENT'S IMPROPER DELIVERY OF THE RECORDS TO BE IMAGED, (III) ANY DELAYS IN DELIVERY OF ANY KIND, (IV) SHIPMENTS BY ANY THIRD-PARTY COURIERS, OR (V) ANY UNAUTHORIZED ACCESS TO THE RECORDS OR DATA.

Exhibit C: Authorization to Return



Authorization For Return of Records

Client Legal Name:	
Client Address:	
Client Telephone Number:	
Client Email Address:	
Contractor SOS Name:	
Contractor Change Order Name / Number:	
Contractor MSSA Name:	
Contractor Representative:	
Client Authorized Signature:	
Authorization Date:	
<div><input type="checkbox"/> By Checking this box, Client hereby authorizes Contractor for the Return of all project records provided to Contractor referenced in the accompanying Materials Inventory Document, and releases Contractor from all liability by reason thereof pursuant to such authority. Such Return shall be performed by Contractor at Client's sole cost and expense, including any and all transportation costs.</div>	
Additional Notes:	

For Contractor Use Only Below This Line

Internal Project SOW Name and/or Reference Number:	
Internal Project Change Order Name and/or Reference Number:	

Exhibit D: Authorization to Destroy

TOSHIBA

Authorization For Destruction of Records

Client Legal Name:	
Client Address:	
Client Telephone Number:	
Client Email Address:	
Contractor SOS Name:	
Contractor Change Order Name / Number:	
Contractor MSSA Name:	
Contractor Representative:	
Client Authorized Signature:	
Authorization Date:	
<div><input type="checkbox"/> By Checking this box, Client hereby authorizes Contractor for the Destruction of all project records provided to Contractor referenced in the accompanying Materials Inventory Document, and releases Contractor from all liability by reason thereof pursuant to such authority. Such Destruction shall be performed by Contractor at Client's sole cost and expense.</div> <div>Upon receipt of this Authorization For Destruction of Records document, and at the completion of the Records Destruction process, Contractor will provide Client a Certificate of Destruction.</div> <div>Additional Notes:</div>	

For Contractor Use Only Below This Line

Internal Project SOW Name and/or Reference Number:	
Internal Project Change Order Name and/or Reference Number:	

SaaS Statement of Services - Addendum A

This addendum is hereby incorporated by reference as Addendum A to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Laredo College 07-22-2025

Associated Terms of Agreement:

- ☒ Toshiba Master Software and Services Agreement

The State of Texas Comptroller DIR Contract DIR-CPO-4426

- ☐ Toshiba Elevate Sky Print Management Terms of Use
☐ Toshiba Elevate Sky Workflow Terms of Use
☐ Toshiba Elevate Sky Translate EULA

Client Responsibilities

The following activities are the responsibility of Client.

The "Client Responsibilities – Details" is the Solution specific activities that are defined as the responsibility of Client. If any of these responsibilities either change or are incorrect a (COA) Change Order Authorization may be required, which may result in additional Professional Services fees.

- During the Project Initialization and Planning phase of the Project, Customer will provide the following information for users needing access to the SFTP portal. These users will receive their user credentials via email.
 - Username
 - User email address
 - User telephone number
- Ensure that all applications and data are successfully backed up prior to Contractor beginning Project services detailed in the SOS.
- Provide technical and application support for configuration and testing of Client specific information. Contractor does not warrant Client applications.
- Provide systems personnel for the Project familiar with all aspects of Client's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this Project – to work in conjunction with the Contractor team on this implementation. Additionally, a desktop technician may be required to perform Client -side duties.
- Make available all the appropriate resources, systems, network access, reports and any/all other data elements required for Contractor to complete the deliverables and other research necessary to complete this Project as contained herein.
- Provide a dedicated Project manager or coordinator to provide management, reporting, day to day Project tracking, move/add/change requirements, and cross-coordination of requirements.
- Network connectivity between all solution components.
- Deploy Solution to Client end-user desktops (if required).
- Identify a Project Sponsor with sign-off authority and ability to facilitate Client stakeholder participation.
- Report on any Client technical or resource issues that would delay, hinder, or adversely affect the deployment of the solution or its performance in the Client environment.
- Allow for the distribution of Solution upgrades to Client PC's as needed.

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- Accept title and/or license upon delivery/installation for product and/or Solution purchased if applicable.
 - Sign appropriate Contractor finance document for leased or financed transactions.

Contractor Responsibilities

The following activities are the responsibility of Contractor.

The “Contractor Responsibilities – Details” is the Solution specific activities that are defined as the responsibility of Contractor. If any of these responsibilities either change or are incorrect a COA may be required, which may result in additional Professional Services fees.

- Technical specifications for implementation of the solution as defined in this SOS.
- Training of the solution as defined in this SOS.
- Configuration of the Solution components as defined in this SOS.
- Technical Services included in the deployment for the solution as defined in this SOS.
- Training of the solution being implemented as defined in this SOS.
- Email and phone support for the duration of the Project Contract.
- Solution revisions, updates, and patches during the term of the Project Contract.

Support

Contractor will provide implementation support for this Project through to its completion. This includes but is not limited to ensuring installed applications are performing to manufacturer’s specifications.

Upon completion of the Project, Client will have access to a Contractor support Engineer for technical issues. Support will continue to be available throughout the term of the contract and upon renewal of the contract.

Note: *If applicable, refer to the **Statement of Services Support Escalation Process - Addendum F** document referenced in this SOS for support details.*

Professional Services and License Fees

A checkmark in the table below incorporates the below referenced table into the agreement.

☒ **TABLE 1: SaaS FEES:**

This is a time and materials engagement. The Professional Services fees for this Project are inclusive of hours required to complete the preparations, scanning and indexing of the estimated volume of documents. The document estimates are based upon our current understanding of the Project. Any changes to this SOS will require a Change Order executed and agreed upon by both parties. Contractor cannot perform work outside of the scope of this SOS without an authorized Change Order signed by Client.

Estimated Services Fees: \$ 108,773.55

*****Client will only bill for the actual number of images scanned and the services associated with the Project as defined in this SOS.*****

Taxes, if applicable, are not included and will be invoiced separately.

Contractor will invoice Client upon initial installation of a on premises, or activation of the cloud instance of the software solution provided.

Expenses associated with travel, overnight stays, etc., for the hours estimated in this SOS are included in the estimate of this Project.

This document is valid for a period of 30 days from the Valid From date; after this date it may be revised upon consent by Contractor.

Pricing Details:

Item	Unit	Description	Quantity	Price	Total
EDM0401	Each	DS/PROJECT SETUP	1	\$2,000.00	\$2,000.00
GRMTRANSPORT	Each	DS/TRANSPORTATION - CUSTOM CALCULATION PER TRIP	1	\$6,450.00	\$6,450.00
EDM0405-STD2- MW	Each	DS/DOCUMENT SCANNING - 8.5" X 11" - 500,001-750,000 IMAGES - STANDARD PREPARATION	635,250	\$0.15	\$95,287.50
GRMBOX	Each	DS/ARCHIVE BOX- PER BOX	275	\$5.00	\$1,375.00
EDM0412-MW	Each	DS/INDEXING – PER 1000 KEYSTROKES	420	\$8.00	\$3,360.00
EDM0527	Each	DS/BULK DATA TRANSFER	10	\$80.00	\$800.00
GRMDEST	Each	DS/DESTRUCTION - PER BOX	275	\$7.00	\$1,925.00
EDM0403	Each	ADDITIONAL PREP LABOR	45	\$65.00	\$2,925.00
33901	EACH IF USED	DS/ARCHIVE BOX STORAGE – 1.2 CU FT BOX STORAGE – PER MONTH		\$1.75	
ESTIMATED PROJECT TOTAL (Excluding Box Storage Fees):			\$114,122.50		

****Pricing in this SOS is valid as agreed upon in the terms of the RFP. Contractor will only bill for the actual number of tasks/images/indexes performed on a Work Order in a monthly period.***

Statement of Services Project Plan - Addendum D

This addendum is hereby incorporated by reference as Addendum D to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Laredo College 07-22-2025

Associated Terms of Agreement:

- ☒ Toshiba Master Software and Services Agreement

The State of Texas Comptroller DIR Contract DIR-CPO-4426

- ☐ Toshiba Elevate Sky Print Management Terms of Use
☐ Toshiba Elevate Sky Workflow Terms of Use
☐ Toshiba Elevate Sky Translate EULA

Note: Project duration is estimated based on current Project scope. The actual Project start and end dates and duration details will be determined during Project kickoff between Contractor and Client.

Sample Project plan below is estimated for a 100,000 one hundred thousand image Project.

Task Name	Duration	Projected Start Date	Projected End Date
Laredo College - Document Backfile Scanning – Implementation Project Plan	141d	TBD	TBD
Initiating and Planning	16d	TBD	TBD
Initiating	10d		
Develop Project Documents	3d	TBD	TBD
Internal Contract-Signed Kick-Off Call	2d	TBD	TBD
Client Kickoff Call and Other Requirements	5d	TBD	TBD
Planning	6d		
Environment Settings Confirmation	2d	TBD	TBD
Deployment Logistics	2d	TBD	TBD
Training Preparation	2d	TBD	TBD
Milestone - Initiation and Planning Complete	0d	TBD	TBD
Executing	111d	TBD	TBD
SaaS Configuration	1d	TBD	TBD
Activate Scan Cloud SaaS	1d	TBD	TBD
Index Design and Setup	1d	TBD	TBD
Milestone – SaaS portal configuration Complete	0d	TBD	TBD
Box-1 Scan Processing - Includes indexes creation	17d	TBD	TBD
Box-1 Scanned and ready for user download	14d	TBD	TBD
User Quality Assurance Validation	3d	TBD	TBD
Milestone – Box-1 User QA validation Complete	0d	TBD	TBD
Milestone – Box-1 Client Acceptance Signoff	0d	TBD	TBD

Remining Boxes Processing	60d	TBD	TBD
Boxes -2-N Scan Processing (Includes indexes creation	60d	TBD	TBD
Milestone – Remaining Boxes Scan Complete	0d	TBD	TBD
Remaining Boxes User Quality Assurance Validation	60d	TBD	TBD
Milestone – Remaining boxes User QA validation Complete	0d	TBD	TBD
Milestone – Remaining boxes Client Acceptance Signoff	0d	TBD	TBD
User Training	1d	TBD	TBD
Milestone – User Training Complete	0d	TBD	TBD
Customer downloads Scanned Digital Images and metadata	5d	TBD	TBD
Milestone – Client Project Acceptance Signoff Complete - (Client signs off final Delivery and acceptance)	0d	TBD	TBD
Milestone – Project Execution Complete	0d	TBD	TBD
Monitoring/Controlling	1d		
Action Items and Issues Log	1d	TBD	TBD
Communicate Support and Issue Escalation Process	1d	TBD	TBD
Milestone – Monitoring and Controlling Complete	0d	TBD	TBD
Closing	8d		
Review and Approval Sign - Solutions Delivery and Acceptance	5d	TBD	TBD
Project Closure Meeting	1d	TBD	TBD
Milestone – Solution Delivery and Acceptance Complete	0d	TBD	TBD
Milestone – Project Complete	0d	TBD	TBD

SaaS Statement of Services - Addendum F

This addendum is hereby incorporated by reference as Addendum F to the Statement Of Service ("SOS") by and between Toshiba America Business Solutions, Inc. ("Contractor") and ("Client").

Associated Project SOS Name: SOS Laredo College 07-22-2025

Associated Terms of Agreement:

- ☒ Toshiba Master Software and Services Agreement

The State of Texas Comptroller DIR Contract DIR-CPO-4426

- ☐ Toshiba Elevate Sky Print Management Terms of Use
☐ Toshiba Elevate Sky Workflow Terms of Use
☐ Toshiba Elevate Sky Translate EULA

Toshiba Resources:

Adam Guillen, Professional Service Manager

- Email: adam.guillen@tbs.toshiba.com
- Telephone: 737-236-7002

Contractor Support Resource:

Customer Service Hotline

- Telephone: (201)-798-7100