

Laserfiche

Run SmarterSM

3545 Long Beach Blvd., Long Beach, CA 90807

tel: 562-988-1688 fax: 562-988-1886

www.laserfiche.com

March 28, 2019

LETTER OF EXPECTATIONS


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This is to confirm that Compulink Management Center, Inc. dba Laserfiche understands that the City of Long Beach will be delayed in setting up the development, testing and stage environments due to the impacts from the Civic Center project and relocation. The current plan is to have these environments available on or around September 2019.

Despite this delay, Laserfiche and the City of Long Beach agree to communicate and collaborate to manage the schedule of the project to work around the absence of these environments in order to keep the overall project on track and within budget.

Laserfiche and the City of Long Beach agree to be good partners at every step of the way on this project to ensure the success of the project on an ongoing basis.

Approved by:



Compulink Management Center, Inc.

Db a Laserfiche

Name: Chris Wacker

Title: CEO

Date: 03/28/2019



City of Long Beach

Tom Modica
Assistant City Manager

Name:

Title:

Date:

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

3/28/19

APPROVED AS TO FORM

3-28, 2019

CHARLES PARKIN, City Attorney



CHARLES PARKIN
CITY ATTORNEY

**Laserfiche Enterprise Software License and
Managed Services Agreement**

This Laserfiche Enterprise Software License and Managed Services Agreement ("**Agreement**") by and between Compulink Management Center, Inc., a California corporation doing business as Laserfiche ("**Laserfiche**"), and the City of Long Beach, California (referred to as "**Licensee**" or "**City**") (each referred to individually as a "**party**" or collectively as the "**parties**"). This Agreement will be effective as of March 29, 2019 (the "**Effective Date**").

A. Licensee, through its administrative processes, selected Laserfiche to perform professional services in connection with the enterprise document management system ("EDMS") conversion project.

B. Laserfiche designs, develops and markets enterprise content management (ECM), business process management (BPM), and related software programs, products and professional services under the Laserfiche® brand name.

C. Licensee desires to acquire from Laserfiche the Laserfiche Software and professional services described in this Agreement and its Schedules.

D. Licensee has therefore requested, and Laserfiche has agreed to grant, an enterprise software license authorizing Licensee to install and use the Laserfiche Software on computer hardware and peripherals that Licensee owns, leases or uses in its business operations, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

A. "City Leadership Team" means the Director of Technology and Innovation Department.

B. "**Laserfiche Software**" means any software program or application, developed, created, written, owned, licensed, distributed, sold or marketed by Laserfiche or licensed or marketed under the Laserfiche® trademark. For purposes of this Agreement, the "Laserfiche Software" that is being licensed to Licensee under the terms of this Agreement is described on Schedule A and includes all modifications to the Laserfiche Software that Laserfiche may provide to its licensees from time to time.

C. "**LSAP**" means the annual software support and maintenance agreement provided by Laserfiche to Licensee and known as the "Laserfiche Software Assurance Plan," or by its acronym "**LSAP.**" The terms and conditions of the LSAP are set forth on Schedule D and incorporated by this reference.

D. **“Software Acceptance”** means that the Laserfiche Software has performed substantially in accordance with Laserfiche’s Warranty for 30 days following installation of the Laserfiche Software. Licensee’s failure to notify Laserfiche in writing of any discrepancies within 30 days of installation of the Laserfiche Software will constitute Licensee’s Acceptance. Upon Licensee’s Acceptance of the Laserfiche Software, and, except as otherwise specifically set forth in this Agreement, the Laserfiche Software license fee consideration paid to Laserfiche, together with the payment of the LSAP maintenance agreement, and the balance of any moneys due for the license of the Laserfiche Software, will all become final and non-refundable. **“Delivery of Software”** means the date that Laserfiche delivers to Licensee for installation the Laserfiche Software described in Schedule A.

E. **“Deliverable”** means any matter described as a deliverable in a Schedule to this Agreement or any Statement of Work or Supplemental Statement of Work, and that is provided by Laserfiche to Licensee under the terms of this Agreement.

F. **“Derivative Work”** means all software developed, created or written by or at the request of Laserfiche or any subsidiary or affiliate of it, which is based on or incorporates the Licensed Software. Derivative Work will include, without limitation express or implied, all translations, abridgments, condensation, improvements, updates, modifications, supplements, enhancements, or any other form or format in which the Licensed Software or the Documentation (as defined below) may be recast, transformed, adapted or revised. Derivative Work will also include any other software that the parties mutually designate in writing as a Derivative Work.

G. **“Documentation”** means the current versions of all manuals, toolkits, guides and other written instructions, including information in computer readable format, published by Laserfiche and currently being used in connection with the Laserfiche Software, including all written addenda, supplements, additions, and modifications to the Documentation.

H. **“Licensee Content”** means non-Laserfiche software, data, text, audio, video, images or other content information that Licensee (a) runs on the Laserfiche System, (b) causes to interface with the Laserfiche System, or (c) uploads to or otherwise transfers, processes, uses or stores in connection with the Laserfiche System.

I. **“Services Acceptance”** means, unless otherwise defined in an SOW, the system passing a mutually agreed-to Test Plan. **“Test Plan”** means test scripts to be used by Laserfiche and Licensee to test system functionality.

J. **“Statement of Work”** means the **City of Long Beach Enterprise Document Management System Conversion Statement of Work (“SOW”)**, attached hereto as Schedule **“E”** and incorporated herein by reference.

K. **“Warranty”** means Laserfiche’s Limited Warranty as set forth in Section 11 of this Agreement.

2. Payment of License Fee for Laserfiche Software License.

All Laserfiche Software products will be subject to the terms, covenants, conditions, restrictions, disclaimers and limitations in this Agreement. Licensee agrees to pay Laserfiche a license fee for the Laserfiche Software in the amounts stated on Schedule B in accordance with the payment terms on that schedule. Licensee's payment of the license fee to Laserfiche will become final and non-refundable upon Software Acceptance. Time is of the essence in regard to all payments due under this Agreement.

3. Grant of License.

Laserfiche grants Licensee a limited, irrevocable, non-exclusive, non-transferable license to use the Laserfiche Software described on Schedule A, subject to the terms and conditions of this Agreement and the Laserfiche End User Software License Agreement ("EULA") which accompanies the Laserfiche Software.

4. Ownership of Data and Works; Copyright.

A. Ownership. The Laserfiche Software is licensed and not sold. Laserfiche will retain ownership of, and title to, the Laserfiche Software and Documentation (including all adaptations, derivative works and copies). Licensee agrees that Laserfiche owns all rights, title and interest in all computer programs that comprise the Laserfiche Software, including any and all source code, object code, Derivative Works, enhancements, modifications, files, including input and output materials, all Documentation related to such computer programs and files, all media upon which any such computer programs, files and Documentation are located (including tapes, disks and other storage media), and all related materials that are used by, developed for, or paid for by Licensee in connection with the performance of any Services provided by Laserfiche. Licensee is acquiring the license under the terms described in this Agreement and the EULA, and Licensee acquires no other rights. Licensee will retain ownership of, and title to, its existing intellectual property and all of Licensee's content, data files, records, and similar materials developed, created, generated, used or stored by Licensee.

B. Proprietary Rights. The Laserfiche Software and the Documentation are protected by United States and other international copyright laws, conventions and treaties. Licensee agrees that all copyrights and other proprietary rights in computer programs, files, Documentation, and related materials that are paid for by Licensee or developed by Laserfiche in connection with this Agreement are owned by Laserfiche, and Licensee hereby assigns to Laserfiche all right, title and interest, if any, in such copyrights and other proprietary rights. Licensee may copy the Documentation solely for internal, reference purposes, as long as this Agreement is in effect and the copy includes all trademark and copyright notices set forth on the Documentation, and the use of such copy does not violate or breach any other term or provision of this Agreement.

5. LSAP.

A. Laserfiche will provide ongoing LSAP support to Licensee at the Diamond support level described on the Laserfiche Software Assurance Plan in Schedule E. Unless otherwise stated, LSAP support services will commence for a one-year term beginning with the invoice date for the Software ordered by Licensee or a subsequent annual renewal date.

B. Any additional Laserfiche Software or LSAP products ordered for delivery more than one year following the initial Date of Delivery will be charged by Laserfiche at its retail price schedule then in effect, unless the parties agree to a different enterprise price arrangement. If Laserfiche and Licensee agree to renew the LSAP, Laserfiche will continue to support the Laserfiche Software required by Licensee under the License Agreement for the number of users specified on Schedule A at no additional charge other than the LSAP charge. Notwithstanding the foregoing, Laserfiche will be entitled to charge Licensee for new software components that provide additional software capabilities or permit Licensee to increase the number of its users or connections. Such charges for software will be based on Laserfiche's retail prices for Laserfiche Software in effect at the time additional software is acquired by Licensee, unless the parties agree to a different enterprise price. Additional charges for LSAP support of an increased number of users or to cover new software components will be based on Laserfiche's retail prices for LSAP products then in effect, unless the parties agree to a different enterprise price.

6. Federal Regulations

A. **Export Restrictions.** Licensee acknowledges that the Laserfiche Software and all related Documentation are subject to United States export jurisdiction and controls under the U.S. Export Administration Regulation. Licensee must comply with all applicable federal, state, county, and local laws, ordinances, regulations, and codes, including but not limited to, the procurement of required permits, certificates, approvals, and inspections in Licensee's performance of this Agreement. In addition, Licensee must comply with applicable international export laws and regulations. Licensee represents, warrants and certifies that Licensee will (i) comply strictly with all legal requirements, (ii) cooperate fully with Laserfiche in any official or unofficial audit or inspection that relates to these controls, and (iii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any Laserfiche Software or related technical information, document, or products to any country restricted by applicable export laws or regulations, as modified from time to time, or to any national or resident of such country, unless Licensee has obtained the prior written authorization of Laserfiche, the U.S. Commerce Department and any other required governmental authority.

B. **U.S. Government Restricted Rights Notice.** The Laserfiche Software is provided with restricted rights. Use, duplication or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to the restrictions set forth, as applicable: (i) in subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19; (ii) in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013; or (iii) in similar clauses in other federal regulations, including the NASA FAR supplement. Licensee and any end

user may not remove or deface any restricted rights notice or other legal notice appearing in the Laserfiche Software or on any packaging or other media associated with the Laserfiche Software. The contractor/ manufacturer is Compulink Management Center, Inc. dba Laserfiche, 3545 Long Beach Blvd., Long Beach, California.

7. Professional Services.

Laserfiche will provide the consulting and software customization, development, integration, installation, configuration, implementation, maintenance, and support services (the "**Services**") that are specified in the Statement of Work (the "**SOW**") **attached hereto as Schedule E**, which may be amended, modified or supplemented from time to time by parties in a written document (referred to as a "**Supplemental SOW**"). The Services will be furnished subject to the following terms and conditions:

A. Payment for Services

(1) Fees. Licensee agrees to pay Laserfiche for the Services in accordance with the Fee Schedule set forth on the SOW. The fees specified in the SOW are the total fees and charges for the Services specifically described in this Agreement and the attached Schedules. All fees and pricing will not increase for five years following the effective date of this Agreement (i.e., will continue in any renewal term until the expiration of five years following the effective date of this Agreement), contingent on the Licensee purchasing the Laserfiche Software Updates listed in Schedule A. After the initial five-year term of this Agreement, Laserfiche may raise fees once for no more than five percent. This new rate would be guaranteed for the second five year term, without any further increases, again contingent on the Licensee continuing to purchase the Laserfiche Software Updates in Schedule A.

(2) Out-of-Pocket Expenses. Licensee will reimburse Laserfiche for all reasonable out-of-pocket expenses as specified in the SOW that are incurred in performance of the Services.

B. Obligations of Licensee

(1) Licensee agrees to make available to Laserfiche, upon reasonable notice, computer programs, data and documentation required or requested by Laserfiche to perform the Services.

(2) Primary Contact. Licensee will designate its own Primary Contact to be Licensee's senior representative and contact person with regard to the Services to be furnished to Licensee pursuant to this Agreement; and should this person no longer be active on the Laserfiche project or cease to be employed by Licensee, Licensee must designate a successor.

(3) Licensee agrees to make available and provide timely access to necessary personnel to ensure project success. This includes:

a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.

b. IT personnel such as system administrators, database administrators, help desk, etc.

c. Subject matter specialists to provide information on Licensee's system, file plan, and applicable business processes.

(4) Licensee will ensure timely participation of all stakeholders and specialists during the engagement.

(5) At the end of each phase, Licensee will approve in writing the deliverables of each phase within two to three business days in order to meet the project timelines.

C. Supplemental SOWs

(1) In General. When requested by Licensee or required by a change in circumstances or the scope of services, the parties will in good faith negotiate Supplemental SOWs, each of which upon signing will be deemed incorporated by reference in this Agreement and subject to all of its terms and conditions. The following provisions will govern Supplemental SOWs generally:

a. Term. In the absence of an express provision for the duration or early termination of a Supplemental SOW, each Supplemental SOW will be terminable in accordance with the provisions of this Agreement.

b. Payment. All fees and payment terms will be as stated in the Supplemental SOW.

c. Specifications. Supplemental SOWs will include written specifications for any software or documentation to be furnished to Licensee.

d. Costs of Negotiating. Each party will bear its respective costs relating to the negotiation of each Supplemental SOW.

e. Other. Each Supplemental SOW may contain such additional terms and conditions that are agreed to by the parties including, by way of example and not limitation, automatic renewal terms, required supplementary documentation, further specifications or the like.

(2) Installation and Testing. All computer software programs developed or provided pursuant to any Supplemental SOW will be subject to Services Acceptance

pursuant to the Services Acceptance procedures and practices described in the SOW or the Supplemental SOW. If Licensee does not accept any software developed by Laserfiche pursuant to any Supplemental SOW, or if Licensee decides to terminate Services on the Supplemental SOW before Services Acceptance, Licensee must compensate Laserfiche for its Services performed before the effective date of termination, based on a time and materials basis, consistent with the rates agreed upon in the attached Schedules. Upon Services Acceptance, all fees for the Services furnished before such Services Acceptance will be final and non-refundable.

D. **Recruitment.** During the term of this Agreement and for six months thereafter, and except as limited or prohibited by applicable law, Laserfiche and Licensee agree not to recruit for employment, employ or subcontract with the employees or full-time consultants (or who were formerly employed or full-time consultants in the previous six months) of the other party unless written permission is obtained from the other party. This provision will not apply to (i) personnel that have not provided installation, integration, configuration, maintenance, troubleshooting, project management, or other professional Services, or LSAP support, or software development or customization services related to this Agreement, or (ii) personnel who respond to published "help wanted" recruitment advertisement(s) without having been contacted by the other party to discuss potential employment. If a party breaches this Section, the breaching party must, within ten days of such breach, pay the non-breaching party liquidated damages in an amount equal to 100% of the total salary or compensation paid by the non-breaching party to such current or former employee or full-time consultant in the last twelve months of his or her employment or consulting work. The parties further agree that money damages may not be an adequate remedy for a breach by a party of this Section and, therefore, in addition to any other legal or equitable remedies available to it, the non-breaching party will be entitled to obtain an injunction against such hiring and employment.

E. **Ownership.** The Deliverables produced by the Services are licensed by Laserfiche and not sold. Laserfiche will retain ownership of, and title to, the Deliverables that are produced by the Services (including all adaptations, derivative works and copies). Laserfiche will own all rights, title and interest in all computer programs that comprise the Deliverables, including any source code, object code, derivative works, enhancements and modifications, all files, including input and output materials, all Documentation related to such computer programs and files, all media upon which any such computer programs, files and Documentation are located (including disks and other storage media) and all related materials that are used by, developed for, or paid for by, Licensee in connection with the performance of any Services provided by Laserfiche. Licensee is acquiring the license under the terms described in this Agreement and the EULA, and Licensee acquires no other rights. Licensee will retain ownership of, and title to, its existing intellectual property and all Licensee content, data files, records, and similar materials developed, generated, used or stored by Licensee.

F. **Proprietary Rights.** The Deliverables are protected by United States and other international copyright laws, conventions and treaties. Licensee agrees that all copyrights and other proprietary rights in computer programs, files, documentation, and related materials that

are paid for by Licensee or developed by Laserfiche in connection with this Agreement are owned by Laserfiche, and Licensee hereby assigns to Laserfiche all right, title and interest in such copyrights and other proprietary rights. Licensee may copy the documentation solely for internal, reference purposes, as long as this Agreement is in effect and the copy includes all trademark and copyright notices set forth on the documentation, and the use of such copy does not violate or breach any other term or provision of this Agreement.

8. Maintenance.

A. Laserfiche Software Updates. Laserfiche will update the Laserfiche Software up to twice per year with new minor and/or major versions, if available and at Licensee's request, and apply patches and hotfixes as needed. Laserfiche will implement minor updates to the Laserfiche Software configuration if necessary for version upgrade compatibility. Minor updates are defined as taking under five (5) hours of effort per upgrade. Licensee may cover the effort for any additional configuration updates necessary through its "VIP Consulting Support Hours" balance and/or a Time and Materials ("T&M") professional services project with Laserfiche.

B. Licensee Usage and Content. Licensee is responsible for the accuracy, quality and legality of Licensee Content. Licensee will use commercially reasonable efforts to secure its content against accidental or unlawful loss or disclosure; prevent unauthorized access to or use of the Laserfiche System; and notify Laserfiche promptly of unauthorized access or use. Laserfiche will provision infrastructure for securing data and will maintain the systems at an industry standard level of security. Licensee is responsible for providing the hosting platform on which the Laserfiche Software will run to store and secure Licensee Content. Licensee is solely responsible for the development, operation, maintenance, and use of Licensee Content, including, by way of example: (a) the technical operation of Licensee Content; (b) compliance of Licensee Content with all applicable laws and regulations; (c) any claims relating to Licensee Content; (d) proper handling and processing of notices sent to Licensee by any person claiming that Licensee Content infringes or violates such person's rights, including notices pursuant to the Digital Millennium Copyright Act; and (e) the theft, loss, or destruction of Licensee Content. Laserfiche is not responsible for the consequences of any actions taken in the environment by Licensee's personnel using server or database-level access to the environment.

9. INSURANCE.

- A. As a condition precedent to the effectiveness of this Agreement, Laserfiche shall procure and maintain, at Laserfiche's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:
- B. Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual

liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

- C. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.
- D. Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.
- E. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.
- F. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.
- G. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Laserfiche. Laserfiche shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.
- H. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Laserfiche guarantees that Laserfiche will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

- I. Laserfiche shall require that all subconsultants or contractors that Laserfiche uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.
- J. Prior to the start of performance, Laserfiche shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Laserfiche shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Laserfiche and Laserfiche's subconsultants and contractors, at any time. Laserfiche shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.
- K. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Laserfiche, Laserfiche's subconsultants and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.
- L. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Laserfiche's performance or as full performance of or compliance with the indemnification provisions of this Agreement.

10. Protection of Confidential Information.

A. Each party may have access to information that is confidential to the other party ("**Confidential Information**"). Laserfiche's Confidential Information will include, but not be limited to, the Laserfiche Software, including the object code, source code, and Documentation, the terms of this Agreement and all schedules and SOWs, formulas, methods, know how, processes, designs, new products, developmental work, Derivative Works, and any other information which is clearly identified in writing at the time of disclosure as confidential. During the term of this Agreement and for seven years following its termination, and for such additional term as the Laserfiche Software remains Laserfiche's trade secret or Confidential Information, Licensee will not directly or indirectly, alone or in conjunction with any other person or company, (a) attempt to write or develop software in order to discover the Laserfiche Software source code or other trade secrets contained in the Laserfiche Software; or (b) utilize the Laserfiche Software, Documentation, or the Confidential Information, either directly or indirectly, to sell, market or distribute any software product which competes with the Laserfiche Software; or (c) utilize the Laserfiche Software, Documentation, or Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing or distributing any software product which competes with the Laserfiche Software; or (d) publish the Laserfiche Software for others to copy; or (e) utilize the Laserfiche Software, Documentation, or Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person

Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Laserfiche Software to a software product which competes with the Laserfiche Software; or (f) remove any product identification, copyright legend or other notices from the Laserfiche Software or Documentation, or directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Laserfiche Software claimed by Laserfiche or third parties identified in the Laserfiche Software or Documentation. The software source code and the trade secrets therein are not licensed to Licensee, and all modifications, additions, or deletions are strictly prohibited. Licensee must obtain Laserfiche's prior written approval to disclose to a third party the results of any benchmark test of the Laserfiche Software.

B. Licensee's Confidential Information will include, but not be limited to, its trade secrets, methods, processes, procedures, formulas, know-how, designs, new products, developmental work, marketing requirements, marketing plans, customer names and data, prospective customer names and data, and any other information clearly identified in writing at the time of disclosure as confidential.

C. Confidential Information also includes all information received from third parties that either party is obligated to treat as confidential by law or by written agreement and all verbally-disclosed information that is identified by either party as confidential, provided that any unwritten confidential information is subsequently (within 30 days of disclosure) confirmed to be confidential by a written memorandum describing the information furnished, claiming the information to be confidential, and describing the circumstances under which it was furnished.

D. Confidential Information will not include information that: (i) was in the other party's lawful possession before its disclosure and was not obtained, directly or indirectly, as a result of a breach of confidentiality or violation of law; or (ii) is or becomes a part of the public domain through no wrongful or illegal act or omission of the other party or of any non-party who breached a duty of confidentiality by placing the Confidential Information in the public domain; or (iii) is lawfully disclosed to the other party by a non-party without restriction on disclosure; or (iv) is independently and lawfully developed by the other party without use of or reference to the other party's Confidential Information or breach of this Agreement. In addition, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that, if permitted by law, the responding party will first use reasonable efforts to provide notice to the other party of such a request or order, in order to permit such other party to oppose such disclosure or to obtain a protective order requiring that the Confidential Information so disclosed be used only for the specific purposes for which the order was issued.

E. The parties will not, unless required by law, make each other's Confidential Information available in any form to any third party (except each party's respective legal, tax, and accounting advisors, technology consultants, and other persons who have a reasonable need to know such Confidential Information for performance by Laserfiche or Licensee under this Agreement) or to use each other's Confidential Information for any purpose other than in the

performance of this Agreement. Except to persons described in the previous sentence, Licensee will not disclose the results of any Acceptance test results or findings without Laserfiche's prior written approval. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Agreement. The parties agree to hold each other's Confidential Information in confidence during and for seven years after the termination of this Agreement or until such Confidential Information is no longer confidential. Each party acknowledges and agrees that, because of the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this confidentiality provision, and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party will be entitled to seek immediate injunctive relief, in addition to any other remedies available at law or under this Agreement.

F. The exchanged Confidential Information will remain the property of the party disclosing such Confidential Information, and upon request, except where provided expressly to the contrary in a written agreement, the receiving party will return all Confidential Information received in tangible form to the disclosing party, or at the disclosing party's option, destroy all such Confidential Information and certify such destruction to the disclosing party.

11. Other Restrictions.

Licensee may not sublicense, assign, loan, duplicate, rent, lease, convey or otherwise use, transfer, copy, translate, convert to another programming language, alter, modify, decompile, disassemble or reverse engineer the Laserfiche Software, in whole or in part, except as expressly permitted or authorized by this Agreement. Licensee will not use or acquire any Laserfiche Software product from anyone other than Laserfiche or an authorized Laserfiche reseller and will not use any illegal or unauthorized means to download, access or copy any Laserfiche Software product for any purpose whatsoever. Unless a separate license expressly authorizes a particular application or use of Laserfiche Software, such as for "application service provider" purposes, all users of the Laserfiche Software must be employees of Licensee or independent contractors bound by contractual obligation to use the Laserfiche Software solely in the course of Licensee's business. All other uses of the Laserfiche Software are strictly prohibited, including, without limitation, (a) use in the business of an application service provider, commercial software hosting business or a scanning bureau, or (b) transferring, copying, sublicensing, sharing, commercialization or other dissemination of the Laserfiche Software to or for the benefit of anyone other than the legal person that constitutes Licensee. Licensee will strictly comply with all United States laws regarding or governing the export of technology.

12. LIMITED WARRANTY AND DISCLAIMER.

A. Laserfiche warrants that the Laserfiche Software, as and when delivered to and accepted by Licensee, will substantially conform to the specifications set out in the Documentation. The Laserfiche Software Warranty will continue in full force and effect for a period of thirty days after Software Acceptance of the Laserfiche Software.

B. **Compatibility.** Except as expressly warranted in the Documentation, Laserfiche does not warrant the Laserfiche Software for any computer or operating system. Licensee will be responsible for consulting with Laserfiche for information about compatibility. Licensee acknowledges and agrees that Laserfiche will not have any responsibility or liability for any defect, problem, bug, malfunction, or software error which in any way results from or is attributable to any non-Laserfiche software, program, code, modification, configuration, integration, utility or application provided by Licensee or any other third party provider.

C. Except as stated above, **LASERFICHE LICENSES THE LASERFICHE SOFTWARE ON AN "AS IS" BASIS AND WITH ALL FAULTS AND WITHOUT ANY OTHER WARRANTIES OF ANY KIND. LASERFICHE DOES NOT WARRANT THE ERROR-FREE OPERATION OF THE LASERFICHE SOFTWARE. EXCEPT AS EXPRESSLY STATED ABOVE, LASERFICHE AND ITS AFFILIATES, DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LASERFICHE SOFTWARE. LASERFICHE DOES NOT WARRANT THAT (A) THE LASERFICHE SOFTWARE, SERVICES, LASERFICHE SYSTEM, MAINTENANCE, OR SUPPORT WILL SATISFY THE REQUIREMENTS OF LICENSEE; OR (B) THAT THE LASERFICHE SOFTWARE, SERVICES, LASERFICHE SYSTEM, MAINTENANCE, OR SUPPORT WILL BE WITHOUT DEFECT OR ERROR; OR (C) THAT THE LASERFICHE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION.**

13. LIMITATION OF LIABILITY AND DAMAGES.

A. **LASERFICHE'S LIABILITY FOR ANY DAMAGES OR INJURIES SUFFERED BY LICENSEE, WHETHER BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIM OF NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNT THAT LICENSEE HAS ACTUALLY PAID TO LASERFICHE FOR THE DEFECTIVE OR NON-COMPLIANT LASERFICHE SOFTWARE COMPONENT, SERVICES, LASERFICHE SYSTEM, MAINTENANCE, OR SUPPORT WITHIN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LICENSEE FILES A CLAIM, OR OTHERWISE NOTIFIES LASERFICHE OF AN EXISTING OR POTENTIAL CLAIM AGAINST LASERFICHE, WHICHEVER OCCURS FIRST. NO ACTION MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES UNDER THIS AGREEMENT MORE THAN ONE YEAR AFTER LICENSEE DISCOVERED OR SHOULD HAVE DISCOVERED THE FACTS WHICH GAVE RISE TO THE CLAIM OR CAUSE OF ACTION.**

B. **UNDER NO CIRCUMSTANCES WILL LASERFICHE OR LICENSEE OR THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, GOODWILL, REPUTATION, USE, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR DATA, COSTS OF RECREATING LOST DATA, THE COST OF SUBSTITUTE EQUIPMENT OR PROGRAMS OR SERVICES SUSTAINED**

BY EITHER PARTY OR BY ANY THIRD PARTY, ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF LICENSEE'S CONTENT OR OTHER DATA OR ANY OTHER PECUNIARY LOSS), REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN WARNED OF SUCH DAMAGES OR CLAIMS.

C. NOTWITHSTANDING THE FOREGOING, SECTIONS 12A AND 12B WILL NOT APPLY TO THE LIABILITY OF EITHER PARTY TO INDEMNIFY THE OTHER AGAINST THIRD-PARTY CLAIMS ARISING OUT OF ITS INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13. INSTEAD, THE FOLLOWING LIMITS WILL APPLY TO THIRD-PARTY INDEMNITY CLAIMS:

(1) IF AN INDEMNITY CLAIM IS MADE AGAINST LASERFICHE, ITS MAXIMUM LIABILITY FOR THE CLAIM WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AGGREGATE CONTRACT PRICE SET FORTH IN SCHEDULES A AND C OF THIS AGREEMENT FOR THE PARTICULAR SOFTWARE AND SERVICES THAT GIVE RISE TO THE INDEMNITY CLAIM, LESS (A) ALL AMOUNTS REMAINING UNPAID BY LICENSEE TO LASERFICHE AND (B) LESS ALL AMOUNTS REFUNDED OR CREDITED BY LASERFICHE TO LICENSEE.

(2) IF AN INDEMNITY CLAIM IS MADE AGAINST LICENSEE, ITS MAXIMUM LIABILITY FOR THE CLAIM WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE CONTRACT PRICE AS SET FORTH IN SCHEDULES A AND C OF THIS AGREEMENT FOR SOFTWARE AND SERVICES.

(3) ADDITIONALLY, LICENSEE'S CONTRACTUAL OBLIGATION TO PAY TO LASERFICHE THE BALANCE OF THE CONTRACT PRICE OR FOR UNPAID INVOICES FOR LASERFICHE SOFTWARE, SERVICES, MAINTENANCE OR SUPPORT WILL NOT BE LIMITED BY ANY LANGUAGE IN THIS OR ANY OTHER SECTION OF THIS AGREEMENT.

D. IN RESPECT TO ALL THIRD-PARTY INDEMNITY CLAIMS, THE PARTY ENTITLED TO INDEMNITY WILL ALSO BE ENTITLED TO RECOVER ALL AMOUNTS WHICH MAY BE PAYABLE UNDER THE OTHER PARTY'S APPLICABLE INSURANCE POLICIES; AND NEITHER PARTY'S INSURERS WILL BE EXPRESS OR IMPLIED THIRD-PARTY BENEFICIARIES OF ANY LIMITATION OF LIABILITY IN SECTION 13 OF THIS AGREEMENT.

E. THE LIMITATIONS OF LIABILITY AND DAMAGES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LASERFICHE AND LICENSEE. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY WOULD NOT BE ABLE OR WILLING TO ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS.

14. Indemnification.

A. Laserfiche will indemnify and hold harmless Licensee, its Boards, Commissions, and their officials, employees and agents (the "Licensee Indemnified Parties") from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Laserfiche's material breach or failure to

materially comply with any of its obligations contained in this Agreement or (2) gross negligence or willful misconduct, errors, omissions or misrepresentations committed by Laserfiche, its officers, employees, agents, or subcontractors, in the performance of work or services under this Agreement (collectively "Laserfiche Claims" or individually "Laserfiche Claim"). Laserfiche's indemnity obligation will be limited as stated in Section 12.C(1).

B. If a court of competent jurisdiction determines that a Laserfiche Claim was caused by the negligence or willful misconduct of Licensee Indemnified Parties, Laserfiche's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Licensee Indemnified Parties, or (2) reduced by the percentage of contributory negligence and/or willful misconduct attributed by the court to the Licensee Indemnified Parties.

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

D. Laserfiche will not be required to indemnify Licensee against a Laserfiche Claim if, or to the extent that, the Laserfiche Claim is caused by or results from: (1) Licensee's use of the Software after Laserfiche notifies Licensee to discontinue running it due to the risk of such a loss; or (2) Licensee's use of the Software not according to its intended purpose; or (3) the combination of the Software with a non-Laserfiche Software product, data, or business process that is not installed by, or at the recommendation of, Laserfiche; or (4) the modification, alteration, integration, or reconfiguration of the Software, except when performed by, or at the direction of, Laserfiche; or (5) Licensee's breach of this Agreement or the EULA; or (6) any event or conduct, act or omission by Licensee personnel.

E. Licensee will indemnify and hold harmless Laserfiche, and each of its employees, officers and directors, against all liabilities and expenses (including without limitation, reasonable attorney's fees and expenses), costs, judgments, settlements, contract losses, or other costs arising out of or relating to (1) any claim related to Licensee's use of the Laserfiche Software in breach of this Agreement or the Laserfiche End User License Agreement or any other claim resulting from a misrepresentation or concealment, patent, trademark or copyright infringement, misappropriation or misuse of proprietary information, or violation of law, and (2) personal injuries or physical property damage caused by Licensee's negligence. (Each, a "Licensee Claim".) Licensee's indemnity obligation will be limited as stated in Section 13.C(2).

F. In addition to each party's duty to indemnify, each party shall have a separate and wholly independent duty to defend the Licensee Indemnified Parties and Laserfiche Indemnified Parties, as applicable, at a party's expense by legal counsel reasonably approved by the other party, from and against all Laserfiche or Licensee Claims, as applicable, and shall continue this defense until such Claims are resolved, whether by settlement, judgment or otherwise. Each party shall notify the other party of any Laserfiche or Licensee Claim, as applicable, and shall tender the defense of such Claim to the appropriate party, and shall assist such party, as may be reasonably requested, in the defense.

G. A party seeking indemnity from the other party must notify the other party of an indemnity claim or indemnity demand as soon as possible after discovering or being notified of a third party indemnity claim or demand; but in any event, the party seeking indemnity must notify the other party within 10 days of being served with a complaint or suit by a third party or, if no suit has been served, within 30 days of receiving a written notice of a third party indemnity claim.

15. Term and Termination of Agreement.

A. Commencement and Renewal. This Agreement will commence as of the Effective Date and will remain in effect until terminated according to its terms.

B. Termination. Either party, upon giving written notice to the other party, may terminate this Agreement if:

(1) the other party breaches a contractual obligation to pay moneys owed to the non-breaching party for goods or services, and it fails to cure the non-payment within 10 days written notice of the breach;

(2) the other party breaches any non-monetary provision of this Agreement, and the breach is not remedied within 30 days of written notice of the breach, except for a breach described in section B(3) below;

(3) Licensee notifies Laserfiche that it has materially breached its warranties and, within 90 days after written notice to Laserfiche describing the breach, Laserfiche neither remedies the breach nor provides a reasonable workaround solution while it works on a permanent solution; or

(4) the other party (a) terminates or suspends its business, (b) becomes a debtor in, or is otherwise subject to, any bankruptcy or insolvency case or proceeding under federal or state law, or (c) becomes subject to direct control by a trustee, receiver or similar authority.

(5) for any reason if a party provides written ninety (90) day notice to the other party.

C. Survival. Termination of this Agreement will not affect Licensee's obligation to pay for any products or services incurred before termination, and it will not release the parties from their respective contractual obligations incurred before termination including, without limitation, to protect each other's respective Confidential Information. Any other obligations of this Agreement that by their terms naturally survive the expiration or termination of this Agreement shall so survive.

16. Notices.

Any notice or other communication required or permitted under this Agreement shall be sufficiently given if personally delivered, if sent by facsimile or other electronic communication,

such as email (with confirmation of transmission), or if sent by prepaid overnight courier to the address of a party as set forth below. If a party's address for notices changes over the term of this Agreement, such party shall provide the other party prompt notice of their new address for purposes of notices hereunder. Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the notice has complied with the requirements of this Section.

17. General.

A. **Severability.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

B. **This Agreement and its Schedules, including the LSAP, SOW, and EULA, contain the sole and exclusive agreement between Laserfiche and Licensee and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. They will not be modified or amended in any way by any purchase order or other document issued by Licensee to Laserfiche. Any amendment or modification must be in writing and signed by both Laserfiche and Licensee. In the event of conflict between this main body of this Agreement and any Schedule or Schedules to this Agreement, this main body of the Agreement will govern.**

C. **No Authority.** Laserfiche's resellers, dealers and distributors are not authorized to modify this Agreement, or to make any additional representations, commitments, or warranties binding on Laserfiche.

D. **Assignment.** This Agreement may not be transferred or assigned by Licensee without the prior written consent of Laserfiche, or by Laserfiche without the prior written consent of Licensee. Any permitted transfer or assignment of this Agreement will be void unless and until the transferee or assignee agrees in writing to be bound by the terms of this Agreement.

E. **Applicable Law.** This Agreement will be governed and construed by the laws of the State of California, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties.

F. **Venue.** All parties consent and agree to the jurisdiction of the State of California, and consent and agree to venue for any litigation in the state and federal courts located in Los Angeles County, California.

G. **Independent Contractors.** The parties are independent contractors and will so represent themselves in all regards. The parties agree that neither party is a partner, joint venture, principal, agent, trustee, fiduciary, employer or employee of the other party. Neither party has the authority to bind the other party; and each party will be responsible for all taxes, workers' compensation, insurance and other benefits related to its respective employees.

H. Taxes. Except to the extent that Licensee has provided an exemption certificate, direct pay permit or other such appropriate documentation, Laserfiche will add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes, however designated, that are properly levied by any taxing authority upon the provision of the Laserfiche Software, the Services, or LSAP, excluding, however, any state or local privilege or franchise taxes, or taxes based upon Laserfiche's net income. Also, Laserfiche and Licensee will each bear sole responsibility for all taxes, assessments, and other ad valorem levies on each party's respective own personal property.

I. Force Majeure. Neither party will be liable for any failure, delay or default in performance if the failure, delay or default is due to any acts of war, terrorism, hurricanes, earthquakes, other acts of God or nature, strikes or other labor disputes, riot, or other acts of civil disorder, embargoes, explosion or sabotage, casualty beyond the reasonable control of the performing party, or change in government law, order or regulation.

J. No Waiver. Any failure or delay by either party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other party of the provisions of this Agreement shall not operate or be construed as a waiver thereof. No waiver shall be binding on either party unless it is in writing and signed by an authorized representative of the party to be bound.

K. Captions. The use of captions in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

L. Order of Precedence. Each Schedule attached hereto shall be governed by the terms and conditions of this Agreement; however, in the event of any conflict between this Agreement and the Schedules, the provisions of this Agreement shall prevail.

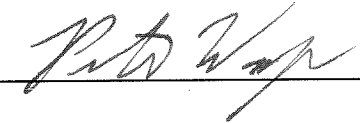
M. Execution in Counterparts and Electronic Signatures. By executing this Agreement, the parties agree to transact business by electronic means, including but not limited to transmittal of notices and execution of additional documents related to this Agreement. The parties may execute this Agreement in counterparts, including PDF, facsimile or other electronic copies which collectively will constitute one instrument.

[The Remainder of this Page Intentionally Left Blank]

The parties have executed this Agreement as of the Effective Date.

COMPULINK MANAGEMENT CENTER, INC.
(DBA "LASERFICHE")

CITY OF LONG BEACH, CALIFORNIA

By: 

Name: Peter Wayman

Title: Executive Vice President

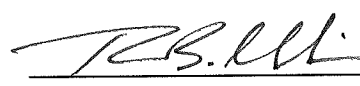
Date: 3/28/2019

Address: 3545 Long Beach Blvd.
Long Beach, CA 90807

Telephone: (562) 988-1688

Fax: (562) 988-1886

Email: notices@laserfiche.com

By: 

Name: Tom Modica
Assistant City Manager

Title: EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

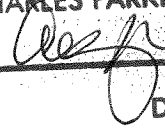
Date: 3/28/19

Address: _____

Telephone: _____

Fax: _____

Email: _____

APPROVED AS TO FORM
3-29, 20 19
CHARLES PARKIN, City Attorney
By 
AMY R. WEBBER
DEPUTY CITY ATTORNEY

SCHEDULES TO AGREEMENT

SCHEDULE A - Description of Laserfiche Software Components

SCHEDULE B –Terms of Payment for Laserfiche Software License Fees and Services

SCHEDULE C – Laserfiche End User License Agreement (EULA)

SCHEDULE D – LSAP Terms and Conditions

SCHEDULE E – STATEMENT OF WORK (SOW)

SCHEDULE A - DESCRIPTION OF LASERFICHE SOFTWARE COMPONENTS

Product Code	Product Name	Quantity	Unit Price	Extended
JENFD	Laserfiche Enterprise Full User Base	1,000	\$216.00	\$216,000.00
JSITED	Laserfiche Enterprise Full User Custom Add-On	3,000	\$2.50	\$7,500.00
JEPLSXD	Laserfiche Unlimited Concurrent Connection Public Portal for Unlimited Servers	1	\$26,200.00	\$26,200.00
JEPXFRMD	Laserfiche Unlimited Forms Portal	1	\$12,000.00	\$12,000.00
Laserfiche Subscription Subtotal				\$261,700.00
+ Laserfiche Diamond Support (24/7) – 32% of License Cost				\$83,744.00
Laserfiche Subscription – Initial Acquisition Cost & Annual Renewal				\$345,444.00

Each Laserfiche Enterprise Full User bundles the following products/functionality:

- Unlimited Laserfiche Servers
- Web, Mobile and Desktop Clients
- Workflow
- Forms Professional
- Advanced Audit Trail with Watermark Feature
- Digital Signatures
- Snapshot
- Microsoft Office Integration
- Records Management
- Connector
- Quick Fields Complete
- Quick Fields Agent
- Import Agent

Additional components being bundled into the Software Suite include:

Product Code	Product Name	Quantity
JEDCSID	Laserfiche DocuSign Integration1	1
JSC10D	Laserfiche ScanConnect 10 Pack	10
JPLUSD	Laserfiche Plus for Publishing	1
JSDKD	Laserfiche SDK	1

Managed Service

The Software Updates Managed Service costing below is governed by Section 8. Maintenance – A. Laserfiche Software Updates.

Service	Cost
Laserfiche Software Updates	\$40,000

**SCHEDULE B – TERMS OF PAYMENT FOR SOFTWARE LICENSE FEES
AND SERVICES**

Software

Payment for software components listed as required for the initial License Acquisition in Schedule A – Description of Software Components will be based on the following schedule:

100% upon execution of this Agreement and submission of each subsequent purchase order.

Services

All professional services will be performed in accordance with mutually accepted Statement of Work (SOW) documents that will be attached to this Agreement. Unless otherwise stated in the SOW, to provide initial funding for projects, an initial payment of 75% of the value of each SOW will be billed after it is signed by both parties, 15% of the value of each SOW will be billed upon Services Acceptance, and the balance of services costs will be billed upon closeout notification for the SOW.

“Services Acceptance” means, unless otherwise defined in an SOW, the system passing a mutually agreed-to Test Plan.

SCHEDULE C – LASERFICHE END USER LICENSE AGREEMENT (EULA)

(see attached)

Laserfiche

LASERFICHE END USER LICENSE AGREEMENT

This Laserfiche End User License Agreement (“EULA”) is between you and Compulink Management Center, Inc. dba Laserfiche or its affiliates (“Laserfiche,” “Licensor,” “we,” “our,” and “us”) and governs your use of the accompanying Laserfiche software, which includes updates or upgrades, if any, provided by us for such software (collectively, “Laserfiche Software” or “Software”), and associated Documentation (as defined below) (the Software and Documentation together, the “Laserfiche Product”). “You” and “your” and “Licensee” means the individual, company or other legal entity licensing the Laserfiche Product under this EULA.

1. **Acceptance of Terms.** THIS IS A LEGAL AGREEMENT THAT APPLIES TO ALL LASERFICHE PRODUCTS LICENSED ON AN ON-PREMISES BASIS. THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER IN SECTION 18.8. BY DOWNLOADING, INSTALLING, COPYING, ACCESSING OR UTILIZING THE LASERFICHE SOFTWARE (“USE”), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA. IF YOU ARE ACCEPTING THIS EULA ON BEHALF OF ANOTHER PERSON OR COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY OR LEGAL ENTITY TO THIS EULA.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA OR DO NOT HAVE THE NECESSARY AUTHORITY, DO NOT USE THE LASERFICHE PRODUCT. PROMPTLY RETURN THE LASERFICHE PRODUCT TO THE PARTY FROM WHOM IT WAS OBTAINED. IF THE SOFTWARE OR ANY DOCUMENTATION WAS DOWNLOADED, DESTROY ALL COPIES OF THE SOFTWARE AND DOCUMENTATION.

2. **License**

2.1 **Grant of License.** For good and valuable consideration, Licensor grants you a limited, non-exclusive, non-transferable license to Use such Software, solely in executable code, in accordance with the Documentation, and Use a reasonable number of copies of the Documentation, in each case subject to the terms and conditions of this EULA and the License Requisition (the “License”). The Laserfiche Product is owned by Laserfiche and is copyrighted and licensed, NOT SOLD.

- “**License Requisition**” means our invoice, our written acceptance of an Order, or other written acceptance by us of an agreement, by which you acquire the License, which invoice, Order, or agreement, lists the specific Software product and component licenses that you purchase. The License Requisition may limit the scope of the License being granted or grant additional rights. For the avoidance of doubt, the reference hereinabove to, “Order, or other written acceptance by us of an agreement, by which you acquire the License, which invoice, Order, or agreement, lists the specific Software product and component licenses that you purchase”, does not include, and our acceptance of any Order or any other agreement by which you acquire the License does not constitute our acceptance of, any agreement between you and Laserfiche’s authorized reseller or distributor.
- “**Documentation**” means getting started guides, user guides, product help, product sheets, quick reference guides, articles, white papers, and other technical and operations manuals and specifications published by Laserfiche for the Software.

- **"Order"** means an order, purchase order, or similar document that is submitted to us by you or a Laserfiche authorized reseller or distributor on your behalf, which specifies the particular Software products and components that you intend to license, and which shall not bind us unless (a) such document incorporates the terms and conditions of this EULA and (b) is accepted by us. Acceptance of any Order by us for licensing Software is made only on the express condition that the terms and conditions of this EULA shall govern. Our failure to object to provisions contained in any Order or communication from you will not be deemed a waiver of any provision herein. Any additional or different terms proposed by you in any Order or communication shall be deemed material, are objected to, and are hereby rejected unless specifically accepted in a signed writing by an authorized representative of Laserfiche. For the avoidance of doubt, your agreement, if any, with Laserfiche's authorized reseller or distributor, shall not constitute an Order.

2.2 **License Scope.** Laserfiche Software may include, without limitation: (a) **"Server Software"** that provides document management services to other programs; (b) **"Client Software"** that allows a computer or workstation to access or utilize the services functionality provided by the Server Software; (c) **"Stand-alone Software"** that operates on a single computer; (d) **"Demonstration Software"** that is provided only for demonstration, testing and feedback purposes; (e) **"Distributed Computing Cluster Software"** that allows distribution of processing work for certain Laserfiche application tasks onto other machines; and/or (f) **"Plug-in Software Modules"** that can be added to the previously mentioned types of software. Specific additional terms that accompany a software development kit or the Software designated for **"application service provider"** purposes will also apply to you. Your Use of the Laserfiche Product shall be subject to the Usage Limitations described in Section 6. In addition, you agree to the restrictions set forth in Section 5 below.

3. **Evaluation License.** If the Laserfiche Software is furnished to you for evaluation purposes or other limited, temporary use as authorized by us (**"Evaluation Product"**), your Use of the Evaluation Product is only permitted: (a) for the period limited by the license key or otherwise stated by us in writing (**"Evaluation Period"**), and (b) by your employees, contractors, and consultants for no purposes other than demonstration of the capabilities of the Software to prospective licensees or evaluation and testing of the Software for suitability. No Evaluation Product may be used in a production environment. An Evaluation Product is licensed "AS-IS" without support or warranty (including any warranty provided in Section 12.1) of any kind, expressed or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. You may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Your receipt of the Evaluation Product does not constitute a license to use (other than as permitted in this Section), sell, distribute, or commercialize the Evaluation Product. No compensation will be paid to you for any use of the Evaluation Product. You authorize Laserfiche and its affiliates and sublicensees to use, in any manner (including in any products or services) and without any duty of accounting or other obligation whatsoever, any feedback or ideas you provide to us in connection with your use of the Evaluation Product. In addition to the restrictions set forth in Section 5, you shall not attempt to circumvent, dismantle or otherwise interfere with any time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. With respect to Evaluation Products, except to the extent this Section modifies this EULA, all other provisions stand and remain unaltered. This Section shall apply only with respect to Evaluation Products.

4. **Ownership.** We retain all rights to ownership of all intellectual property rights in and to the Software and Documentation, including copies, improvements, enhancements, derivative works and modifications. No other rights with respect to the Laserfiche Product or any related intellectual property rights are granted except as explicitly stated in this EULA and the applicable License Requisition. No implied licenses are granted by us.
5. **License Restrictions.** Unless expressly authorized by Laserfiche in writing, you will not and you will not allow any third party to: (a) unbundle, transfer, sublicense, or assign your rights under this License to any other person or entity; (b) modify, adapt or create derivative works of the Software or Documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below; (d) make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, timeshare, cloud service, hosted service, or other similar basis unless expressly authorized by Laserfiche in writing, such as for read-only access by public users who utilize an authorized read-only Public Portal connection; (e) Multiplex (as defined herein below) the Software; (f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software or Documentation; (g) directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or its suppliers; or (h) conduct any benchmark tests of the Software or disclose to a third party the results of any benchmark test of the Software. Neither Laserfiche nor any of its suppliers are obligated to provide any services (including any updates or upgrades to the Laserfiche Product) under this Agreement. To “**Multiplex**” the Software occurs when you utilize hardware, software, an automated process, or other technical means: (1) to pool connections, reroute information, or reduce the number of devices or users that directly access or use the Software; or (2) to permit access to more user connections than you have purchased; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user connections you require, or avoiding the purchase of additional named user connections.
6. **Usage Limitations.** Your Use of the Software is subject to the usage limitations described at <https://www.laserfiche.com/eula/usage6.6.2018> and set forth in the License Requisition (each, a “Usage Limitation”).
7. **Subscription Software**
 - 7.1 **Subscription License.** A subscription license to on-premises Laserfiche Software allows you to Use such Software on a subscription basis (a “**Subscription**”, and such license, a “**Subscription License**”). If you purchase a Subscription License, subject to your compliance with the terms and conditions of this EULA, you may Use the Software covered by the Subscription (the “**Subscription Software**”) for the term of the Subscription set forth in your License Requisition until the Subscription expires or is otherwise terminated. After the Subscription expires or is terminated, the Subscription Software will stop functioning entirely, and your rights to Use the Subscription Software will terminate.
 - 7.2 **Renewal of Subscription Term.** Unless otherwise terminated according to the terms of this EULA, the Subscription will automatically renew for the term set forth in your invoice, unless (i) you fail to pay the renewal Subscription fee as invoiced to you by us or (ii) you give Laserfiche written notice of your intention not to renew the Subscription at least 45 days before the end of the then-

current Subscription term. The renewal Subscription fee is due before the start of the renewal term. If you do not notify us at least 45 days before the end of the then-current Subscription term that you do not intend to renew the Subscription, you will owe Laserfiche the renewal Subscription fee.

7.3 **Modification of Fees upon Renewal.** We may modify the Subscription fee by notifying you at least 90 days before the end of the then-current Subscription term. The Subscription fee increase will take effect upon the start of the next Subscription term.

7.4 **Consequences of Non-Payment.** If you fail to make full payment of the Subscription fee and any outstanding balance remains unpaid 30 days after the due date, the Subscription Software will automatically stop functioning entirely. You must make full payment of the Subscription fee before the Subscription Software will resume functioning.

7.5 **Updates and Support.** The Subscription includes Software updates, access to online support resources, and Basic or Premium support as described in the Laserfiche Software Assurance Plan (“LSAP”) during the term of the Subscription.

8. **Third Party Open Source Software.** Certain items of independent, third-party code may be included in the Laserfiche Software that are subject to open source licenses (“Open Source Software”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.

9. **Confidentiality and Other Restrictions**

9.1 **Confidentiality Restrictions.** “Laserfiche Confidential Information” means: (a) the Laserfiche Software and Documentation; (b) Laserfiche’s source code, application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to Laserfiche’s business, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that we are obligated to keep confidential by agreement or by law; (e) the nature, content and existence of any agreements, discussions or negotiations between you and us, or our software resellers; (f) any information that is designated by Laserfiche as “confidential” or “proprietary” or with a similar legend; and (g) any other information that given the nature of the information or circumstances surrounding its disclosure by us to you, reasonably should be understood to be confidential. Laserfiche Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this EULA or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known by you when it received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by you without reference to the Laserfiche Confidential Information.

9.2 **Additional Restrictions.** You agree that, during the term of this EULA and after any termination or expiration of this EULA, you will not directly or indirectly, alone or in conjunction with any other person or company: (a) attempt to write or develop software in an effort to discover, copy or

recreate the source code or any trade secrets contained or embodied in the source code of the Software; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, either directly or indirectly, to sell, market, develop or distribute any software product that competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing, developing or distributing any software product that competes with the Software; or (d) publish the Software for others to copy or use; or (e) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product that competes with the Software; or (f) seek to discover or use our trade secrets or Laserfiche Confidential Information by reverse engineering, decompiling, disassembling, copying or any other technique, except as provided in Section 16 below.

10. Term and Termination. This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in your License Requisition, unless terminated earlier in accordance with this EULA. You may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in your possession or control. This EULA will immediately terminate if you breach any of its terms or conditions, or if you fail to pay any portion of the applicable license or Subscription fees and you fail to cure that payment breach within 30 days of receipt of a written notice from us. Upon termination of this EULA, you must immediately cease all use of the Software and the Documentation and return to Laserfiche or destroy all versions and copies of the Software and the Documentation in your possession or control. You must remove and uninstall all Software programs and Documentation from all hard drives and other devices on which the Software or the Documentation may be found. The termination or expiration of this EULA will not terminate your obligations under this EULA, nor will it (i) release you from the obligation to pay any monies that you may owe Laserfiche; (ii) operate to discharge any liability that you incur before such termination or expiration; or (iii) waive any obligation which is intended to survive such termination or expiration. The rights and obligations of a party which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this EULA including, without limitation, the following Sections: 1 (Acceptance of Terms), 4 (Ownership), 5 (License Restrictions), 8 (Third Party Software), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of Liability), 14 (Application of Limitations and Disclaimers to Consumers), 15 (Basis of Bargain), 17 (Audit Rights), and 18 (Miscellaneous).

11. Indemnification. YOU HAVE SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING-UP YOUR DATA OR CONTENT OR THIRD-PARTY DATA OR CONTENT IN YOUR HARD DRIVE, SYSTEM, STORAGE OR DEVICE (collectively, "Your Data") WHETHER OR NOT THE SOFTWARE INTERACTS WITH YOUR DATA. LASERFICHE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA OR CONTENT. You hereby agree to indemnify, defend and hold harmless Laserfiche, its affiliates and authorized resellers, and each of Laserfiche's, its affiliates' and authorized resellers' employees, officers, directors, shareholders, and agents (each, an "Indemnified Party"), from and against all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to: (i) Your Data, including any loss of Your Data for any reason whatsoever, (ii) your actions, misuse of the Software, non-compliance with this EULA, or failure to operate the Software in accordance with this EULA; (iii) your use of the Software including, without limitation, in violation of any applicable laws.

12. Limited Warranty; Exclusions; Disclaimer

12.1 Limited Warranty. THE SOFTWARE IS WARRANTED SOLELY TO YOU, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO YOU ("**Warranty Period**"), IT SHALL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION WHEN USED IN ACCORDANCE WITH THIS EULA. At its own expense and as its sole obligation and your exclusive remedy for any breach of this warranty, Laserfiche will: (a) at Laserfiche's option, correct any reproducible errors in such nonconforming Software so that it conforms to the foregoing warranty or replace such nonconforming Software with Software that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in Laserfiche's sole discretion, Laserfiche will refund to you the fees paid to Laserfiche for such non-conforming Software, in which case your right to use such Software will terminate. Any error correction provided to you will not extend the original Warranty Period.

12.2 Exclusions. Notwithstanding anything in this EULA, Laserfiche will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (a) combination of the Software with products, equipment, software, or data not supplied by Laserfiche; (b) any use based on unauthorized distribution or sale of the Laserfiche Product; (c) any use of the Laserfiche Product other than in accordance with this EULA; (d) any modification of the Laserfiche Product by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; (e) any Laserfiche Product rendered defective or non-conforming, in whole or in part, due to: (i) abnormal physical or electrical stress, abnormal environmental conditions, neglect, misuse, accident, fire or other hazard, (ii) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than Laserfiche or contractors authorized in writing by Laserfiche, (iii) failure to continually provide a suitable installation or operation environment, or (iv) any other cause beyond the range of normal use of such Laserfiche Product; or (v) any Evaluation Product.

12.3 Disclaimer. EXCEPT AS SET FORTH IN SECTION 12.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO YOU "AS IS" AND WITH ALL FAULTS AND DEFECTS AND EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, TITLE, NONINFRINGEMENT, INTEGRATION, ACCURACY, AND COMPLETENESS. LASERFICHE DOES NOT WARRANT OR GUARANTEE THAT (A) THE LASERFICHE PRODUCT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR BE COMPATIBLE OR (B) THAT THE LASERFICHE PRODUCT WILL OPERATE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

13. LIMITATION OF LIABILITY

13.1 EXCLUSION OF CERTAIN TYPES OF DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "**REPRESENTATIVES**") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS REVENUES, GOODWILL, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR

DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES.

13.2 LIMITATIONS ON DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL DAMAGES SUFFERED BY YOU, ANY USER, AND ANYONE ELSE, FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, WHETHER ARISING FROM OR RELATING TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE STRICTLY LIMITED TO THE DOLLAR AMOUNT THAT YOU ACTUALLY PAID FOR THE DEFECTIVE SOFTWARE COMPONENT WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LASERFICHE RECEIVES NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. NO CLAIM OR SUIT MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, MORE THAN 1 YEAR AFTER YOU FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE FACTS THAT GAVE RISE TO THE CLAIM OR SUIT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THIS LIMITATION APPLIES EVEN IF THE DAMAGES AVAILABLE TO YOU OR ANY OTHER CLAIMANT DO NOT FULLY COMPENSATE THEM FOR ANY OR ALL OF THEIR LOSSES OR LASERFICHE WAS ADVISED, KNEW OR SHOULD HAVE KNOWN, ABOUT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

14. Application of Limitations and Disclaimers to Consumers. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Sections 12.3 and 13 above may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer. If you are a consumer, the limitations or exclusions of warranties and remedies contained in this Agreement shall apply to you only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where you are located.

15. Basis of Bargain. The warranty disclaimer in Section 12.3 and limitation of liability set forth in Section 13 are fundamental elements of the basis of the agreement between Laserfiche and you. Laserfiche would not be able to provide the Laserfiche Product on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Laserfiche's Representatives.

16. Interoperability. To the extent required by applicable law, Laserfiche shall provide you with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at your written request after you pay Laserfiche's licensing fees. You will keep this information in strict confidence

and strictly follow any applicable terms and conditions upon which Laserfiche makes such information available.

17. Audit Rights. During the term of this EULA and for 1 year thereafter, you agree that we or our designated agent may inspect and audit the use of the Laserfiche Product licensed by you, including inspecting and auditing your and your affiliates', and each of your and your affiliates' contractors', facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place only during your and your affiliates' normal business hours and upon no less than 10 days prior written notice to you. Laserfiche will give you written notice of any non-compliance, including any underpayment of fees, and you will have 15 days from the date of such notice to make payment to Laserfiche for such underpayment. If the shortfall in the amount payable by you exceeds 5% of the total amount that would otherwise be payable by you, you will also pay us for the cost of such inspection and audit. You will promptly pay us for any amounts shown by such audit to be due and owing to us plus interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower, from the due date until paid. You agree to take reasonable steps to maintain complete and accurate records of the use of the Laserfiche Product sufficient to verify compliance with this EULA.

18. Miscellaneous

18.1 Waiver; Severability. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this EULA is for any reason held unenforceable or invalid, then this EULA will be construed as if such provision were not contained in this EULA. No course of performance, course of dealing, or usage of trade will override the written terms of this EULA.

18.2 Entire Agreement and Order of Precedence. This EULA is the entire agreement between you and us regarding your use of the Laserfiche Product and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the License Requisition and (2) this EULA. Any agreement between you and Laserfiche's authorized reseller or distributor: (a) does not modify the terms and conditions of this Agreement, the License Requisition, or any document comprising the License Requisition, and (b) does not create obligations for, or otherwise bind, Laserfiche.

18.3 Modifications to the EULA. If you install a new version of the Software, or any update, modification, or upgrade of the Software, the EULA applicable to the new updated, modified or upgraded version of the Software will modify this EULA upon such installation, if or to the extent that the new EULA is different than this EULA. A revised version of the EULA will be available at www.laserfiche.com/eula/home. By continuing to use the Software after the effective date of any modifications to this EULA, you agree to be bound by the modified terms.

18.4 Limitation on Actions. Any suit, claim, action or proceeding based on or related to this EULA, its terms, provisions or warranties, or arising out of its performance or breach, whether in contract or tort, must be instituted by you against us within 1 year after the occurrence of any 1 or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the

action, proceeding or claim is based. You waive the benefit of any statute of limitations which specifies a period longer than 1 year for filing an action or proceeding.

- 18.5 U.S. Government End Users. Laserfiche Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are part of the US Government or are a contractor for the U.S. Government, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.
- 18.6 Export Restrictions. You acknowledge that Laserfiche Software and Documentation may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user, end-use and destination restrictions issued by the U.S. government and the governments of other nations. You agree to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction.
- 18.7 Notices. Should you have any questions concerning this EULA, or if you desire to contact Laserfiche for any reason, please write to either: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A. or notices@laserfiche.com.
- 18.8 Governing Law, Arbitration, Jurisdiction and Venue. If you acquired Laserfiche Software in a country or territory listed below, this table identifies your Laserfiche "Licensor," the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, you and your Licensor agree to arbitrate any and all disputes in any way related to this EULA by final and binding arbitration as set forth below. You further waive the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be 1. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney's fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this Addendum will be deemed to prevent Laserfiche/Licensor from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorney's fees and costs, including expert costs, from the other party.

<u>Licensor</u>	<u>Country or Territory</u>	<u>Governing Law</u>	<u>Arbitration</u>
Compulink Management Center, Inc. 3545 Long Beach Blvd. Long Beach, CA 90807 USA	United States and its territories, Latin America (except Mexico), or the Caribbean	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
Laserfiche Strategic Services Canada Corporation 306, 1 Valleybrook Drive, North York, Toronto, Ontario M3B2S7 CANADA	Canada	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
Laserfiche Solutions Mexico, S. de R.L. De C.V. Av. Patria 2085 Piso Mezzanine Colonia Puerta de Hierro Zapopan, Jalisco 45116 MEXICO	Mexico (After 6/2018)	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
Laserfiche International Limited 2307, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG	Asia and Australia (and Mexico prior to 6/2018)	Hong Kong	The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.
Laserfiche UK Services Ltd Unit 15B, Building 6, Croxley green Business Park, Hatters Lane, Watford WD18 8YH UNITED KINGDOM	United Kingdom, European Union, and Eastern Europe	Laws of England and Wales	The arbitration will be heard in London, United Kingdom at the London International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

<u>Licensor</u>	<u>Country or Territory</u>	<u>Governing Law</u>	<u>Arbitration</u>
Compulink Management Center, Inc. 3545 Long Beach Blvd. Long Beach, CA 90807 USA	All other countries or territories	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

18.9 Legal Effect. This EULA describes certain legal rights. You may have other rights under the laws of your state or country. This EULA does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18.10 Assignment. Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by you, and any such attempted assignment or transfer shall be void and without effect. We may assign or transfer this Agreement without your consent.

18.11 Construction. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" means "including but not limited to." You agree that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA (and any License Requisition, Addendum, or notice submitted hereunder) will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langage anglaise seulement. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

* * * * *

October 2018.

SCHEDULE D - LASERFICHE SOFTWARE ASSURANCE PLAN (LSAP)
TERMS AND CONDITIONS

(see attached)

Laserfiche

Diamond LSAP Program

Alexander Huang – Manager of Technical Support

Table of Contents

Diamond LSAP (Laserfiche Software Assurance Plan).....	3
1 Eligibility.....	3
2 How to Contact Laserfiche Support	3
2.1 Phone Support.....	3
2.2 Live Chat.....	3
2.3 Email.....	4
3 Response and Resolution Times	4
3.1 Initial Response	4
3.2 Severity Levels.....	5

Diamond LSAP (Laserfiche Software Assurance Plan)

Diamond LSAP enables enterprise customers to receive support service on a 24/7/365 (24 hours per day, 7 days per week, 365 days per year) basis directly from Laserfiche.

Diamond LSAP provides 24/7/365 coverage along with the following LSAP benefits:

- New releases and product updates
- 100% credit towards product upgrades
- Access to Knowledge Base articles, discussion forums and educational resources on the Laserfiche Support Site
- Direct-to-Laserfiche web chat for designated support personnel, and
- Fast-track escalation for rapid resolution of urgent support cases

1 Eligibility

Diamond LSAP will be available to customers that have purchased Rio and/or Avante systems, and must be purchased for the entire software and licensing package.

2 How to Contact Laserfiche Support

All eligible Laserfiche customers have the ability to communicate with Laserfiche Support through the following mechanisms:

2.1 Phone Support

Laserfiche Phone Support is available Monday through Friday, 6AM-6PM PST.

Laserfiche customers with Diamond LSAP can reach out to LFC Support during these hours at 562-988-1688 ext. 780.

2.2 Live Chat

Customers with Diamond LSAP have the ability to use Laserfiche Support Live Chat from the Laserfiche Support Site to get direct support 24/7/365. For customers, this ability is granted on a per user (per Support Site account) basis and the user should ideally be approved by the LFC Services team to become a Laserfiche Support contact.

2.3 Email

Support for Diamond LSAP customers is available at diamondsupport@laserfiche.com. If a Diamond LSAP customer emails the address, then the following will take place:

- **Monday – Friday, 6AM-6PM:**
 - **LFC Diamond Support Customers:** Laserfiche Support will forward the email to LFC Support.
- **Non-business hours:**
 - **LFC Diamond Support Customers:** Laserfiche Support will open a case in the Support Site case portal, reply to the customer's email, and CC the appropriate LFC contact. From there, Laserfiche Support will handle the case via the normal procedure. At the start of the next business day, the case will be transferred to LFC Support.

3 Response and Resolution Times

3.1 Initial Response

Expectations for response and resolution times are set based on the severity level of any given case brought to Laserfiche Support. The engineer who initially responds and/or is assigned to the case will look at the item to determine its severity level.

Since there may be a discrepancy between the severity level the engineer assigns versus the perception of the severity level by the party submitting the case, it is the responsibility of the engineer to communicate to the customer the following:

1. Acknowledgement of the receipt of the case
2. Severity level of the case
3. Anticipated response time based on initial assessment

Response times to the initial submission of the case will vary based on the means by which it is submitted:

- If the case is brought to Laserfiche Support by Live Chat, the customer will receive an automated message stating "Please stay on Live Chat. We will be with you shortly." The expected response time via Live Chat from a Support engineer is under 10 minutes. Within that timeframe, Laserfiche Support staff will engage in at least an initial conversation regarding the case as well as communicate the case's severity level and expected response/resolution times as a result of this level.
- If the case is brought directly to the Laserfiche Support Site through the Support Site case portal, the expected response time is no more than 1 hour. Within that timeframe, Laserfiche Support staff will engage in at least an initial conversation regarding the case as well as communicate the case's severity level and expected response/resolution times as a result of this level.

If the customer believes that the case is more severe than the severity level assigned, they may provide further explanation of the issue, its impact on the organization, etc. By providing more information, they may be able to prove a higher severity of the case.

3.2 Severity Levels

Laserfiche Support uses the following severity level definitions to determine the condition of a case brought by a customer:

- **Severity Level 1 (S-1)** conditions are defined as problems that impact the End User's operation to the point where the Products (or the products and equipment with which the Products are intended to interoperate) are unavailable or unusable, or the Products cause a complete production system failure. A Severity Level 1 condition also exists if time-critical production work is at a standstill or key business processes cannot be conducted.
- **Severity Level 2 (S-2)** conditions are defined as problems that adversely impact the End User's operation, but the Products and the products with which they are intended to interoperate remain operational and usable for their primary functions.
- **Severity Level 3 (S-3)** conditions are defined as minor problems that can be worked around with no loss of material functionality and little to no impact to the End User.

The chart below outlines the expected response and resolution times based on the severity level of the case. "Business days" are defined as Monday through Friday, excluding US holidays.

Severity Level	Response Goal	Response Requirement	Resolution Goal	Resolution Requirement
S-1 (Critical)	1 Hour	4 Hours	1 Business Day	Within 2 Business Days or work continuously until resolution achieved
S-2 (Important)	1 Hour	4 Hours	2 Business Days	Within 5 Business Days or work continuously until resolution achieved
S-3 (Minor)	4 Hours	2 Days	30 Business Days	With next maintenance release or patch

SCHEDULE E - STATEMENT OF WORK (SOW)

(see attached)

City of Long Beach
Enterprise Document Management System Conversion
Statement of Work (SOW)

Table of Contents

City of Long Beach – Statement of Work (SOW).....	3
Project Scope and Objectives	3
Communication Management Process.....	4
Risk Management Process	4
Deliverable Acceptance Process	5
Change Management Process	5
Issue Management Process	6
Groups and Phases.....	6
Phase 1 – Requirements Analysis	7
Phase 1 – Requirements Analysis Tasks.....	7
Phase 1 – Requirements Analysis Assumptions.....	7
Phase 1 – Requirements Analysis Deliverables.....	8
Phase 2 – System Configuration	9
Phase 2 – System Configuration Tasks.....	9
Phase 2 – System Configuration Assumptions.....	9
Phase 2 – Software Installation Deliverables.....	9
Phase 3 – Solution Design	10
Phase 3 – Solution Design Tasks	10
Phase 3 – Solution Design Assumptions	10
Phase 3 – Solution Design Deliverables	11
Phase 4: Solution Development.....	12
Phase 4 – Solution Development Tasks	12
Phase 4 – Solution Development Assumptions	12
Phase 4 – Solution Development Deliverables	12
Phase 5 - Laserfiche Document Migration	13
Phase 5 – Laserfiche Document Migration Tasks	13
Phase 5 – Laserfiche Document Migration Assumptions	13
Phase 5 – Laserfiche Document Migration Deliverables	13
Phase 6 - Solution Testing.....	14
Phase 6 – Solution Testing Tasks	14
Phase 6 – Solution Testing Assumptions	14
Phase 6 – Solution Testing Deliverables	15

Phase 7: Training	16
Phase 7 – Training Tasks	16
Phase 7 – Training Assumptions	16
Phase 7 – Training Deliverables	16
Phase 8 – Production Deployment	17
Phase 8 – Production Deployment Tasks.....	17
Phase 8 – Production Deployment Assumptions.....	17
Phase 8 – Production Deployment Deliverables.....	17
City Responsibilities	18
Key Assumptions	19
Payment Milestones	20
Invoicing	22
Statement of Work Approval	23
Sample Deliverables.....	24

City of Long Beach – Statement of Work (SOW)

This Statement of Work (“SOW”) defines the professional services (“Services”) that Compulink Management Center, Inc. dba Laserfiche (“Laserfiche”) will provide to the City of Long Beach (“City”) in connection with the EDMS Conversion project. This Statement of Work is entered into in connection with the Laserfiche Enterprise Software License and Managed Services Agreement, dated March 29, 2019, between the City and Laserfiche.

Project Scope and Objectives

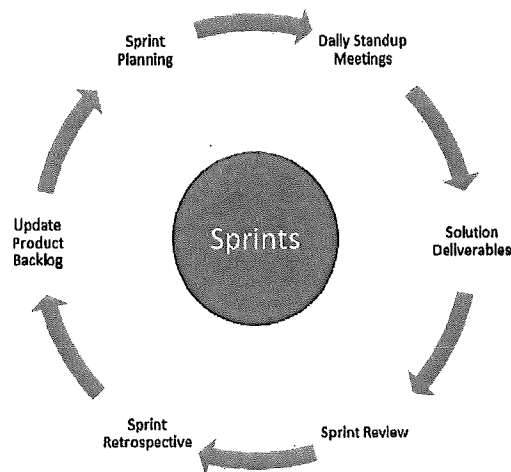
The City of Long Beach intends to expand and enhance the use Laserfiche within City departments to provide records management capabilities and business process improvements via workflow automation. To enable this, Laserfiche is collaborating with the City and has structured this project over several phases using hybrid Waterfall/Agile Scrum methodologies. The following high-level phases are outlined below:

- Phase 1 – Requirements Analysis
- Phase 2 – System Configuration
- Phase 3 – Solution Design
- Phase 4 – Solution Development
- Phase 5 – Laserfiche Document Migration
- Phase 6 – Solution Testing
- Phase 7 – Training
- Phase 8 – Production Deployment

Following the project kickoff, the Laserfiche project team will meet with Subject Matter Experts (SMEs) within each department to gather high-level requirements. Such requirements will include existing document management processes, integrations, and business process automation, which will allow the Laserfiche project team to classify business processes for development. At this point, the Laserfiche project team will produce an EDMS Requirements Specification and schedule roadmap identifying the prioritized departments for the City EDMS implementation.

During the course of this contract, the City will also be implementing a new Enterprise Resource Procurement (ERP) system, LB Coast, and will be moving from its current location to a new City Hall facility. These two events are specifically contemplated by the parties in considering change and issue management, as well as possible impacts to the schedule of performance.

Each department will participate in the above Phases 3 – 8 during the course of the project. The Laserfiche project team will utilize an Agile development approach in Phase 3 and Phase 4 to design, develop, and test the requirements contained in the EDMS Requirements Specification. Each department will follow the same flow of activities in Phase 3 and Phase 4 as outlined below:



Initial requirements gathering for each department will identify epic/user story priorities and an overall sequence for specific features. The Laserfiche project team will develop and test the features in a series of two-week sprint cycles, after which they are packaged for solutions testing. During Phase 5 Laserfiche Document Migration, the Laserfiche project team will develop processes to migrate existing electronic documents into the Laserfiche system for each department. During Phase 6 Solutions Testing Laserfiche will conduct Systems Integration tests and then City of Long Beach Subject Matter Experts (SMEs) will perform User Acceptance Testing (UAT). Following UAT, the Laserfiche project team will train City staff on the maintenance and operation of the system, as part of Phase 7.

Laserfiche will use best practices for both Waterfall and Agile project methodologies to ensure project stakeholders are aware of priorities and tasks are managed to completion. Components of our project management approach are below:

Communication Management Process

The Laserfiche Project Manager and the City Project Manager will hold weekly project management meetings to review the project schedule and task execution as we work towards accomplishing the milestones included in the project schedule. The Laserfiche Project Manager will submit weekly written progress reports to the City Project Manager detailing key accomplishments and milestones achieved, issues and risks, pending action items, and work planned for the upcoming period. In addition to the weekly meetings and status updates, the Laserfiche Project Manager will provide a monthly status report including the following:

- Project tasks completed during the current period
- Project tasks planned for the next period
- Project schedule updates
- Project budget status
- Issue and Risk review

Laserfiche will manage the overall project schedule using Microsoft Project (MS Project). The schedule and project artifacts will be stored in a SharePoint site managed by the City.

Risk Management Process

The project team will encounter instances on the project where risks arise and need to be properly identified and mitigated. The project team will evaluate all aspects of the project and scope to determine where risks may reside. The Laserfiche Project Manager will be the responsible individual for documenting the risk mitigation plan and continuously monitoring throughout the life of the project in consultation with the project team and City Project Manager. Risks are identified and categorized according to a matrix that weights

risks based on the probability and impact. Mitigation strategies are identified and risk owners are assigned to effectively mitigate a risk. Risks are only removed from the registrar when mutually agreed by the Laserfiche Project Manager and the City Project Manager.

The Laserfiche Project Manager will also meet weekly with the Laserfiche Program Manager to discuss project progress, issues, risks, and any required escalation. Laserfiche's issue escalation path may include the Director of Laserfiche Consulting, the VP of Sales, and the Director of Software Engineering as appropriate. Escalated issues may warrant additional meetings between those in the escalation path as listed above and the appropriate stakeholders at the City in order to address these issues and get the project back on track.

Project Documents:

All project documentation that is delivered to CLB from Laserfiche will require signoff from both the Laserfiche PM and the CLB PM. The signatures will provide final acceptance and allow for the project to move to the next process. Documents requiring signature approval include (but not limited to) the following:

- Requirements Documentation
- Design Documentation
- Test Plan
- Change Requests

Deliverable Acceptance Process

The Laserfiche Project Manager will provide an e-mail to the City Project Manager identifying the components associated with the milestone or deliverable that is to be reviewed and accepted by the City.

The preferred deliverable acceptance timeframe of 10 days will be reasonably extended at the request of the City. The City will provide Laserfiche with a reasonable acceptable timeframe for the acceptance of the deliverable. If after such date the City does not provide a response, the Laserfiche Project Manager may escalate the issue to the Laserfiche Program Manager and the City Leadership Team for resolution.

Change Management Process

It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- Changes to the project schedule or scope
- Changes in priorities (external or internal to the project) that impact the project
- Environmental or architectural impediments not previously identified
- Lack of access to personnel, facilities, or systems necessary to complete project as scoped

A Scope Change Request (SCR) is the document the Laserfiche project team will use to communicate change requests. The SCR will describe the change, the reasons for the change, and the effect the change will have on the implementation, which may include scheduling changes, budget and resources. Laserfiche will initiate an SCR, which must be executed by both parties to make it effective and binding on the parties.

Issue Management Process

Over the course of the implementation, issues will arise that need management and resolution. Having a well-defined and standardized approach to issue management will allow all stakeholders the opportunity to identify, review and resolve issues. Laserfiche and the City will use the following process during the implementation:

1. Identify and report the Issue with:
 - a. Date of Issue
 - b. Identifying person
 - c. Issue Name (short title)
 - d. Description of issue
 - e. Supporting documentation (i.e. screen shots, emails)
 - f. Initial priority level (low, medium, high, critical)
2. Review and validation of issue
 - a. Project team member(s) confirm issue
 - b. The issue will be assigned an owner and mitigation strategy by the Laserfiche and the City Project Managers.
3. Issue Resolution
 - a. The Laserfiche and the City Project Managers will confirm issue has been resolved and upon confirmation by the identifying person, will close the issue.
4. Post Issue Resolution
 - a. Laserfiche project team will monitor the environment to see if the issue comes up again

Groups and Phases

The City in cooperation with Laserfiche will divide the various City departments into six groups after Laserfiche has completed its first round of analysis. Each Group contains several departments. Laserfiche understands that while the general Group structure will remain in place, the actual departments within each are not all presently known and subject to change based on department resource availability and other factors.

Laserfiche's timeline and milestones assume that regardless of the final order, each Group has a relatively consistent implementation scope in terms of overall time and effort, and that each Group is limited to no more than four (4) departments.

This document refers to the departmental groups discussed above as "Group". Other mentions of "Phase" refer to the project phases described below. Some project phases cover the whole City implementation at once, while some repeat for each Group.

Phase 1 – Requirements Analysis

The Laserfiche project team will conduct a series of requirements gathering sessions with the key SMEs and IT personnel from departments in Group 1 and Group 2. In collaboration with the key City personnel, Laserfiche will undertake an analysis of existing document management processes and future state processes. With that information, Laserfiche will then perform a gap analysis. Our team will interview key members identified by department leaders during the Vision & Scope task and review the following:

Phase 1 – Requirements Analysis Tasks

The Requirements Analysis phase will contain the following tasks, but is not limited to these:

- a. Interviewing key SMEs and IT administrators.
- b. Reviewing system architectures for all environments at an application, database and server hardware level related to existing document management systems.
- c. Review the Rapid Workflow process models provided by ThirdWave Corp in advance of scheduled requirements gathering sessions with each department.
- d. Incorporate findings from the ThirdWave Corp Rapid Workflow process models as necessary.
- e. Document existing problems, impacts, solutions, and benefits for each department.
- f. For departments currently using Laserfiche:
 - i. Review business processes built using Laserfiche.
 - ii. Review Laserfiche file plan. This includes the folder structure, metadata and security.
 - iii. Discuss potential integrations with 3rd-party systems, if applicable.
 - iv. Discuss challenges around general interaction with documents (both physical and electronic) and records management.
 - v. Discuss current storage requirements and define future storage requirements.
 - vi. Discuss and define any challenges with the current Laserfiche system.
 - vii. Discuss future business process requirements.
- g. For departments not currently using Laserfiche:
 - i. Discuss potential for future use of Laserfiche.
 - ii. Discuss challenges around general interaction with documents (both physical and electronic) and records management.
 - iii. Discuss potential integrations with 3rd-party systems, if applicable.
 - iv. Discuss current storage requirements and define future storage requirements.
 - v. Discuss future business process requirements.

Phase 1 – Requirements Analysis Assumptions

The following assumptions noted below have informed the execution of tasks:

- City of Long Beach resources are available to the Laserfiche project team in order to conduct the above tasks.
- A draft version of the EDMS Requirements Specification will be produced for City review. The City Project Manager will identify a central point of contact who will be responsible for collecting and consolidating

feedback from requisite City stakeholders. Laserfiche will iteratively update the document until all City concerns are addressed at which point a final version will be provided.

- The Laserfiche Project Manager and the City Project Manager will review the EDMS Project Schedule and will mutually agree upon task dates. Upon acceptance, the project schedule will be baselined, allowing the schedule to track original and current estimates.
- The Laserfiche Project Manager will progressively update the schedule throughout subsequent phases as more detailed and specific estimates become available.

Phase 1 – Requirements Analysis Deliverables

Deliverables:

- EDMS Requirements Specification
- EDMS Project Schedule

The EDMS Requirements Specification document shall include the following:

1. Current State Analysis
 - a. Existing Document Management system.
 - b. Current document capture business processes.
 - c. Existing document metadata.
2. Future State Business Needs
 - a. Departmental requirements
 - i. User groups, security and access rights.
 - ii. Records management.
 - iii. Document types, document metadata.
 - iv. New or enhanced business processes.
3. EMDS Roadmap
 - a. Recommendations on next steps for the implementation of the Laserfiche solution.
 - b. Prioritized listing of Group 1 and Group 2 departments for implementation of the Laserfiche solution.

The EDMS Project Schedule in MS Project shall include the following:

1. Work Breakdown Structure (WBS) identifying all tasks in the subsequent phases of solution development, prioritized by departments.
2. Duration of tasks including actual start, actual finish, and major task dependencies.
3. Resource loaded activities.

Phase 2 – System Configuration

The Laserfiche project team will install and configure the Laserfiche software suite on servers in the City's datacenters based on the requirements set forth in the EDMS Requirements Specification.

Phase 2 – System Configuration Tasks

The City will have new Laserfiche environments to support the City and Police Department per the City's chosen deployment option.

The System Configuration phase will contain the following tasks for each system:

- a. Confirm the Laserfiche installation requirements as set forth in the EDMS Requirements Specification.
- b. Deploy and configure the Laserfiche application suite in all environments per the chosen deployment option. Per the City's request, Laserfiche will upgrade and re-use certain components of the City's existing Laserfiche infrastructure for the Production environment.
- c. Configure user access for the City of Long Beach team members and the Laserfiche project team.
- d. Work with City IT personnel to configure any necessary authentication connectivity between the Laserfiche system and other City systems such as Exchange.
- e. Smoke test the upgraded system in conjunction with the City team. The Laserfiche project team will pay special attention to ensure Laserfiche Single Sign-On (SSO) capability with LFDS and the City Active Directory / Active Directory Federation Services (AD FS).
- f. Solution demonstrations and walkthroughs with City of Long Beach IT administrators.

Phase 2 – System Configuration Assumptions

The following assumptions noted below have informed the execution of tasks:

- The City will be responsible for deploying the new Laserfiche 10 Windows Client software for any users who will not exclusively use the Laserfiche Web Client. Laserfiche will provide the City with documentation on how to remotely deploy the Laserfiche Windows Client.
- Laserfiche will install the system on new servers provided by the City that meet Laserfiche's specified hardware requirements. The City and the PD will share the same Laserfiche system, excepting several servers dedicated exclusively for City or PD use to address specific compliance and access requirements.
- The City is utilizing a single Active Directory domain for both systems. All internal City users will authenticate to Laserfiche using AD accounts on that domain, or use Laserfiche user accounts.
- To meet FBI CJIS Advanced Authentication requirements, the Police Department system must use Active Directory Federation Services (AD FS) with multi-factor authentication (MFA) configured for any users accessing the system from outside the secure network. The City is responsible for configuring AD FS for SSO with Laserfiche, following instructions Laserfiche will provide. The City is solely responsible for implementing the MFA component of AD FS, as it is fully outside of Laserfiche.
- City IT personnel will be available to provide any assistance Laserfiche may need.
- Minor changes to the systems/infrastructure necessitated by later solution requirements shall not delay the completion of the System Configuration milestone.

Phase 2 – Software Installation Deliverables

Deliverables:

- Laserfiche software deployed in all environments, ready to support development in the subsequent phases.

Phase 3 – Solution Design

The Laserfiche project team will approach the design and development of each Group department using an agile development methodology. The approved MS Project schedule from Phase 2 will provide the sequence of departments and the approved EDMS Requirements Specification will provide a starting point to clarify and document additional functional and technical requirements for each department. These requirements will be documented in an EDMS Solution Design Document that will form the basis of the design and development tasks, and serve as the initial product backlog.

This phase starts with Sprint 0 where the Laserfiche project team and the City Project Manager:

- Identify key solution requirements from the EDMS Requirements Specification.
- Prototype them to help verify the business requirements for the solution, limited to 20% of the total expected solution development effort for the Group.
- Confirm effort estimates are within scope parameters.

Sprint 0 will provide the foundation for subsequent sprints allowing emergent design and development in an efficient manner.

Phase 3 – Solution Design Tasks

The Solution Design phase will contain the following tasks:

- a. Review of the EDMS Requirements Specification and requirements gathering sessions to identify epics and estimate level of effort.
- b. Develop an EDMS Solution Design Document for each department detailing specific Laserfiche functional components to be developed. The document will include high-level technical specifications detailing how Laserfiche will interact with third party applications, if applicable.
- c. Develop document type matrix detailing templates, folder structures, retention schedules, and naming conventions required to support the solution.
- d. Develop a detailed product backlog based on the EDMS Solution Design Document and requirements.
- e. Develop user stories with assigned story points identifying the level of effort.
- f. City Project Manager and the Laserfiche project team will decide on feature priorities.
- g. Carry out solution prototyping as needed to verify business requirements for the solution, and confirm effort estimates are within scope parameters.
- h. Develop acceptance criteria for each feature based on the requirements for testing.

Phase 3 – Solution Design Assumptions

The following assumptions have informed the execution of tasks:

- City of Long Beach resources are available to the Laserfiche project team in order to conduct the above tasks.
- The Laserfiche-estimated implementation effort for the business process components of all departments' solution designs shall not exceed the combined effort of 14 "high", 14 "medium", and 14 "low" complexity workflows, per the City's direction to Laserfiche for project scope. Any e-form/e-signature components of a business process count toward the overall complexity of a workflow. The Laserfiche and City Project Managers will keep careful track of business process implementation effort since all City departments share the overall "workflow pool".

- Laserfiche defined workflow complexity according to the following average development, testing, and deployment (collectively “implementation”) effort:
 - High – ~120 hours
 - Processes that do not fall into one of the below categories, and for which Laserfiche’s estimated implementation effort is between 80 and 120 hours.
 - Most processes that involve complex review/approval flows, integrations, and data capture will start in this category.
 - Medium – 80 hours
 - Processes based on Laserfiche Business Process Library (“BPL”) templates requiring only minor customizations.
 - Low – 40 hours
 - Simple digitized forms with simple one or two step review/approval processes and automated record filing.
 - Simple document capture and classification processes, such as identifying W-4s, pulling several key values (e.g. Name, Date, SSN) as metadata to trigger automated filing.
- A draft version of the EDMS Solution Design document will be produced for City review. The City Project Manager will identify a central point of contact who will be responsible for collecting and consolidating feedback from requisite City stakeholders. Laserfiche will iteratively update the document until all City concerns are addressed at which point a final version will be provided.
- All workflows in the solution design, irrespective of size and complexity, can be built using standard, out-of-the-box Laserfiche Workflow and/or Forms activities. The Laserfiche SDK may be utilized in the event out-of-the-box functionality cannot be used and a level of effort estimate will be provided to the City Project Manager for processes estimated to take more than 2 hours.
- All electronic forms in the solution design, irrespective of size and complexity, can be built using standard, out-of-the-box Laserfiche Forms tools. The Laserfiche SDK may be utilized in the event out-of-the-box functionality cannot be used and a level of effort estimate will be provided to the City Project Manager for processes estimated to take more than 2 hours.

Phase 3 – Solution Design Deliverables

Deliverables:

- EDMS Solution Design document for each department.

Phase 4: Solution Development

For each Group, following the review and approval of the EDMS Solution Design Document by the City Project Manager, the Laserfiche project team will conduct a sprint planning session. The Laserfiche Project Manager will review the prioritized user stories and develop a sprint release plan, which identifies expectations about which features and user stories will be developed. The sprint release plan will identify the number of sprints, which are 10 business day development cycles, necessary to complete the work. The team will then develop the solution features over those sprint cycles.

Phase 4 – Solution Development Tasks

The Solutions Development phase will contain the following tasks:

a. Agile Project Management Activities

1. Sprint Planning – for final review of features being developed and any clarification of requirements.
2. Daily Standup meeting – for daily team progress check-ins and review of tasks by Scrum Master and the Laserfiche Project Manager.
3. Feature development / testing – for solution engineers developing and unit testing the approved features in the sprint.
4. Sprint Review – to provide City of Long Beach department stakeholders an opportunity to review solution deliverables and provide feedback.
5. Sprint Retrospective – to review the current development cycle and provide a feedback mechanism for continual process improvement for subsequent sprints.

b. Agile Solution Development Activities

1. Develop document capture process to ingest new documents into the repository.
2. Develop Laserfiche Forms and workflow processes as necessary to support the approved EDMS Solution Design.
3. Develop high-level technical specifications detailing how Laserfiche will interact with necessary third party applications.
4. Configure templates, folder structures, retention schedules and naming conventions for each document type identified in the document type matrix.
5. Develop test scripts detailing how the features will be tested and approved, in collaboration with the City.
6. Conduct testing of the features based on the acceptance criteria and address defects discovered during the Sprint Review.

Phase 4 – Solution Development Assumptions

The following assumptions noted below have informed the execution of tasks:

- City resources are available to the Laserfiche project team in order to conduct the above tasks.

Phase 4 – Solution Development Deliverables

Deliverables:

- Developed features list – list of deployed, tested and approved features (user stories) in each sprint cycle as contained in the Sprint backlog.
- Deployed departmental solution(s) – Laserfiche solution(s) deployed in City's Test and/or Staging environments with each development cycles' delivered features at the end of each sprint.

Phase 5 - Laserfiche Document Migration

During this phase, the Laserfiche project team will work with each Department to define the processes and implementation steps necessary to migrate existing electronic documents in the current Laserfiche repositories into the new Laserfiche repositories, referred to as Document Migration. Laserfiche and the City anticipate these migration will occur "in-place" on the same upgraded content server in order to reduce disruption to end users. This phase applies only to those departments that are currently licensed for Laserfiche as their document management system with existing content in Laserfiche. This phase will be initiated upon the completion of the Solution Development phase for all departments in the Group. This will enable the Laserfiche project team to design and develop the migration process inclusive of the business and records management requirements.

Phase 5 – Laserfiche Document Migration Tasks

The Departmental Records Management phase will contain the following tasks:

- a. Conduct requirements clarifications sessions – to define Document Migration requirements for migrating a Department's content in the City's existing Laserfiche system to the new Laserfiche system.
- b. Develop and test Document Migration processes.
- c. Run Document Migration processes in Test and/or Stage environments.
- d. Run Document Migration processes in the Production environment.

Phase 5 – Laserfiche Document Migration Assumptions

The following assumptions noted below have informed the execution of tasks:

- City resources are available to the Laserfiche project team in order to conduct the above tasks.
- Any notes or annotations associated with existing Laserfiche electronic documents will be migrated if requested by the City. The City will provide Laserfiche with all access to the existing Laserfiche system necessary for Document Migration activities.
- Validating the migrations is a joint responsibility between Laserfiche and the City.
- The final Production migration may occur during the Phase 9 – Production Deployment timeframes to ensure the latest available content in the existing system is migrated to the new system.

Phase 5 – Laserfiche Document Migration Deliverables

Deliverables:

- Migrated documents – Laserfiche and the City have verified that each department's documents in the existing Laserfiche repositories are successfully migrated to the new repositories, as defined in the requirements.

Phase 6 - Solution Testing

Once development is complete, two cycles of testing are done. The first cycle of testing has the Laserfiche team performing Systems Integration tests designed to find interface defects between the Laserfiche applications and any integrations, if applicable. The second cycle of testing has the City of Long Beach SMEs performing User Acceptance Testing (UAT) designed to determine if the Laserfiche system is ready for Production deployment. The Laserfiche project team will develop and use the Test Plan during this phase to ensure all feature requirements have been met.

Phase 6 – Solution Testing Tasks

The Solutions Development phase will contain the following tasks:

- a. Develop the Requirements Traceability Matrix (RTM) listing all feature requirements (user stories) mapped to a test case / script. The RTM will be developed by the Laserfiche project team.
- b. Develop test cases / scripts identifying the preconditions, steps to execute the use case, expected results of the test, and acceptance criteria. The test cases / scripts will be developed by the Laserfiche project team for use in Systems Integration testing and then provided to the City for use during UAT. Laserfiche will assist the City in developing complete UAT test scripts.
- c. Develop the Test Plan identifying the process and procedures used by the City and the Laserfiche project team to conduct testing. The Test Plan will be developed by the Laserfiche project team.
 1. Systems Integration Testing processes and acceptance criteria, if applicable.
 2. User Acceptance Testing processes and acceptance criteria.
 3. Issue / defect tracking processes.
- d. Develop User Acceptance Testing training materials and provide overview training on application and process for testing. The UAT training materials and training will be provided by the Laserfiche project team.
- e. The Laserfiche project team will conduct Systems Integration testing, if applicable.
- f. The City of Long Beach will conduct User Acceptance Testing.
- g. The Laserfiche project team will provide support to the City of Long Beach during UAT and resolve issues identified during UAT that are in scope for the services.

Phase 6 – Solution Testing Assumptions

The following assumptions noted below have informed the execution of tasks:

- City of Long Beach resources will be available for UAT per the agreed upon project schedule.
- City of Long Beach will coordinate attendance of City personnel for on-site and remote training sessions required for UAT.
- Laserfiche will provide sample test scripts to City of Long Beach and assist the City in developing complete UAT test scripts.

Phase 6 – Solution Testing Deliverables

Deliverables:

- **Requirements Traceability Matrix** – listing all feature requirements mapped to a test case / script.
- **Test Cases / Scripts** – identifying the preconditions, steps, expected results and acceptance criteria to test the feature requirements.
- **Test Plan** – identifying the process and procedures used by the City and the Laserfiche project team to conduct testing.
- **Laserfiche solution deployed in the Staging environment** – approved by the City and ready for promotion to the Production environment.

Phase 7: Training

As part of the EDMS project, the Laserfiche project team will provide a variety of training programs tailored to specific groups. The implementation team will meet with each department and conduct a training needs assessment to identify the users to receive training. Laserfiche will develop the training schedule, course curriculum, agenda and materials prior to training. Each department will be allocated a number of training hours, from a project pool of up to 516 hours, as a result of the training needs assessment performed at the outset of this phase. The Laserfiche project team will develop a tailored training curriculum for each department comprised of the training tasks below.

Phase 7 – Training Tasks

For each department, the Training phase will contain the following tasks:

- a. Develop Train-the-Trainer course curriculum and training materials documenting the specific workflow and business process enhancements implemented for each City department.
- b. Develop End User training course curriculum and materials covering basic Laserfiche functionality and use of the system for the City departments.
- c. Develop System Administrator course curriculum and training materials covering how to administer and monitor repository structure, user security, and back up processes.
- d. Conduct in person System Administrator training. The Laserfiche project team may record these sessions for future use with the City.
- e. Conduct in person End User training. The Laserfiche project team may record these sessions for future use with the City.
- f. Provide follow-up remote training sessions as requested by the City.
- g. Develop System documentation and provide training/knowledge transfer sessions with Laserfiche Support on City's new Laserfiche solution for post-project support.

Phase 7 – Training Assumptions

The following assumptions noted below have informed the execution of tasks:

- City resources will be available for training per the agreed upon project schedule.
- City Project Manager will coordinate attendance of City personnel for on-site and remote training sessions. Laserfiche may record training sessions for future use with the City.
- Laserfiche will take the lead on developing End User training agendas and curriculum for the sessions. The City will take the lead on scheduling City resources to attend the sessions.

Phase 7 – Training Deliverables

Deliverables:

- System Administrator training materials (one-time deliverable, not per Group)
- Train the Trainer materials
- End User training materials
- Onsite and/or remote training sessions as detailed in the Tasks section above.

Phase 8 – Production Deployment

The Laserfiche project team will deploy the Laserfiche solution to Production upon successful completion of Systems Integration and User Acceptance Testing.

Phase 8 – Production Deployment Tasks

For each Group, the Production deployment phase will contain the following tasks conducted by the Laserfiche project team:

- a. Prepare deployment plans.
- b. Promote Laserfiche solution from Staging to Production.
- c. Run Production content migrations as part of Phase 6 as necessary (deliverable of Phase 6).
- d. Conduct smoke testing of the Laserfiche solution in Production. The Laserfiche project team will take the lead on this task and assist the City in ensuring the Production environment is ready for end users.
- e. Remediate any issues within scope as necessary.
- f. Provide post-implementation stabilization support for fifteen (15) business days.

Phase 8 – Production Deployment Assumptions

The following assumptions noted below have informed the execution of tasks:

- City shares responsibility for smoke testing the solution before and after Production deployment.

Phase 8 – Production Deployment Deliverables

Deliverables:

- Laserfiche solution deployed in Production environment and ready for end users.

City Responsibilities

The following are the City's responsibilities for the Services.

1. The City will make available, and provide access to necessary personnel to ensure project success. This includes:
 - a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
 - b. IT personnel such as system administrators, database administrators, or help desk.
 - c. Subject matter specialists (e.g., Business Analysts, SQL Server DBAs, System Administrators) on the City systems.
 - d. Laserfiche will provide the City Project Manager with all prerequisites to perform the system audit. Providing the prerequisites to the City prior to the system audit will allow preparation of resources, access, etc. to be in place prior to the start of the system audit, keeping the budget on track.
2. The City will work with Laserfiche to provide any necessary resources and support. This includes:
 - a. Providing timely access and user credentials to City network, applications, database and related resources, including remote access.
 - b. Configuring Active Directory and security policies as required for the implementation.
 - c. Performing and testing backups of the Laserfiche configuration, database and other systems as needed.
 - d. Completing any testing (e.g., system, integration, user acceptance testing) as needed.
 - e. The preferred deliverable acceptance timeframe of 10 days will be reasonably extended at the request of the City. The City will provide Laserfiche with a reasonable acceptable timeframe for the acceptance of the deliverable. If after such date the City does not provide a response, the Laserfiche Project Manager may escalate the issue to the Laserfiche Program Manager and the City Leadership Team for resolution.

Key Assumptions

The following are key assumptions for the services.

1. The scope of the engagement will include the services described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
 - a. Any troubleshooting items for core Laserfiche issues will be handled at no charge as part of the City's current LSAP agreement. Note that the lead engineer assigned to this project may assign troubleshooting tasks to designated Support Engineers.
 - i. The troubleshooting of core Laserfiche issues will not delay the closeout of any milestone of this project.
 - b. The Services will focus exclusively on Laserfiche and Laserfiche-related products or installation requirements or dependencies, such as Microsoft features and firewall configurations.
 - c. Laserfiche will perform any onsite work at the City's offices in Long Beach, CA.
2. The tasks and work for the hardcopy Backfile Conversion are outside of the scope for this SOW. Laserfiche understands that the City will contract directly with a vendor for the Backfile Conversion services.
3. The preferred deliverable acceptance timeframe of 10 days will be reasonably extended at the request of the City. The City will provide Laserfiche with a reasonable acceptable timeframe for the acceptance of the deliverable. If after such date the City does not provide a response, the Laserfiche Project Manager may escalate the issue to the Laserfiche Program Manager and the City Leadership Team for resolution.

Payment Milestones

The table below provides the breakdown of payments for this SOW.

Milestone	Event	Billable Amount
Requirements Analysis	EDMS Requirements document approved by the City	\$48,000.00
System Configuration	Installation and base configuration of Laserfiche software in the new environments per the City's chosen deployment option	\$35,000.00
Group 1 Solution Design	EDMS Solution Design documents from all G1 departments approved by the City	\$110,000.00
Group 1 Solution Development	Laserfiche solution deployed in Test environment for all G1 departments	\$104,083.33
Group 1 Laserfiche Document Migration	Migrated documents from G1 departments approved by the City (Note: the billable amount is included in the Solution Development phase above)	\$0.00
Group 1 Solution Testing	Test Plan for all G1 departments approved by the City	\$50,000.00
Group 1 Training	Training materials for all G1 departments approved and training completed	\$18,750.00
Group 1 Production Deployment	Laserfiche solutions deployed in the Production environment for G1 departments ready for end users	\$18,000.00
Group 2 Solution Design	EDMS Solution Design documents from all G2 departments approved by the City	\$90,000.00
Group 2 Solution Development	Laserfiche solutions deployed in Test environment for all G2 departments	\$94,083.33
Group 2 Laserfiche Document Migration	Migrated documents from all G2 departments approved by the City (Note: the billable amount is included in the Solution Development phase above)	\$0.00
Group 2 Solution Testing	Test Plan for all G2 departments approved by the City	\$38,500.00
Group 2 Training	Training materials for all G2 departments approved and training completed	\$18,750.00
Group 2 Production Deployment	Laserfiche solution deployed in the Production environment for all G2 departments ready for end users	\$9,500.00

Milestone	Event	Billable Amount
Group 3 Solution Design	EDMS Solutions Design document from all G3 departments approved by the City	\$90,000.00
Group 3 Solution Development	Laserfiche solutions deployed in Test environment for all G3 departments	\$94,083.33
Group 3 Laserfiche Document Migration	Migrated documents from all G3 departments approved by the City (Note: the billable amount is included in the Solution Development phase above)	\$0.00
Group 3 Solution Testing	Test Plan for all G3 departments approved by the City	\$38,500.00
Group 3 Training	Training materials for all G3 departments approved and training completed	\$18,750.00
Group 3 Production Deployment	Laserfiche solution deployed in the Production environment for all G3 departments ready for end users	\$9,500.00
Group 4 Solution Design	EDMS Solutions Design document from all G4 departments approved by the City	\$90,000.00
Group 4 Solution Development	Laserfiche solutions deployed in Test environment for all G4 departments	\$94,083.33
Group 4 Laserfiche Document Migration	Migrated documents from all G4 departments approved by the City (Note: the billable amount is included in the Solution Development phase above)	\$0.00
Group 4 Solution Testing	Test Plan for all G4 departments approved by the City	\$38,500.00
Group 4 Training	Training materials for all G4 departments approved and training completed	\$18,750.00
Group 4 Production Deployment	Laserfiche solution deployed in the Production environment for all G4 departments ready for end users	\$9,905.33
Group 5 Solution Design	EDMS Solutions Design document from all G5 departments approved by the City	\$90,000.00
Group 5 Solution Development	Laserfiche solutions deployed in Test environment for all G5 departments	\$94,083.33
Group 5 Laserfiche Document Migration	Migrated documents from all G5 departments approved by the City (Note: the billable amount is included in the Solution Development phase above)	\$0.00


Milestone	Event	Billable Amount
Group 5 Solution Testing	Test Plan for all G5 departments approved by the City	\$38,500.00
Group 5 Training	Training materials for all G5 departments approved and training completed	\$18,750.00
Group 5 Production Deployment	Laserfiche solution deployed in the Production environment for all G5 departments ready for end users.	\$9,905.33
Group 6 Solution Design	EDMS Solutions Design documents from all G6 departments approved by the City	\$90,000.00
Group 6 Solution Development	Laserfiche solutions deployed in Test environment for all G6 departments	\$94,083.33
Group 6 Laserfiche Document Migration	Migrated documents from all G6 departments approved by the City (Note: the billable amount is included in the Solution Development phase above)	\$0.00
Group 6 Solution Testing	Test Plan for all G6 departments approved by the City	\$38,500.00
Group 6 Training	Training materials for all G6 departments approved and training completed	\$18,750.00
Group 6 Production Deployment	Laserfiche solution deployed in the Production environment for all G6 departments ready for end users.	\$9,905.34
Total		\$1,639,216.00


Invoicing

The Laserfiche Project Manager shall submit an invoice upon completion of each milestone that must be approved by the City Project Manager. Each invoice shall detail the deliverable(s) and/or milestone that has been completed.

Statement of Work Approval

By signing this document, the City agrees that the proposed approach satisfactorily addresses all items in scope for the project.

City Approval (one signee required)			
	Tom Modica Assistant City Manager EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER		3/28/19
Signature	Name	Title	Date

Laserfiche Approval (one signee required)			
	JEFFREY HUANG	Director	3/28/2019
Signature	Name	Title	Date

APPROVED AS TO FORM

3-29, 2019

CHARLES PARKIN, City Attorney

By



AMY R. WEBBER
DEPUTY CITY ATTORNEY

Sample Deliverables

The following deliverable samples have been appended to this Statement of Work (SOW) as a general representation of what the City of Long Beach can expect to receive as a part of this EDMS Implementation.

1. Sample – Scope Change Request
2. Sample – Solution Design
3. Sample – Test Plan
4. Sample – End User Documentation
5. Sample – System Administrator Documentation
6. Sample – Acceptance Letter
7. Sample – Requirements Specification

Laserfiche Scope Change Request

Project Name:	<Enter Project Name>
Client:	<Client Name>
Project Manager:	<Project Manager>

Change Information

Request Date:	<Date Requested>
Requestor:	<Enter the requestor's name, usually the PM>

Change Description

Project Scope and Objectives	<Provide a high-level overview of project scope (normally in charter or SOW) and what phase the project is currently in. This will set the stage for the SCR>
Reason for Change	<Provide the reason(s) for the change request>
Modification Required	<Indicate what is required to complete the change>
Benefits	<Provide anticipated benefits from the change>
Consequences of not making change	<Provide consequences of not making the change>

Change Impact

Summary of Effort Needed	<Provide information on the type of resources needed – project management, solutions engineer, etc.>
Summary of Schedule Impact	<Provide information on the impact to the project schedule>
Resources Needed	<List of resources required for this change>
Summary of Financial Impact	See below.

Project Manager Recommendations

Recommendations:	<Approve>, <Deny>, <More Information required> (will send back to the requestor for additional information)
-------------------------	---

Professional Services Pricing

Professional Services fees will be billed on a time and materials basis based on a \$XXX.XX hourly rate.

Reasonable out-of-pocket expenses (e.g., mileage reimbursement) will be billed as incurred, and will not exceed 15% of the Professional Services fees.

Detailed Activity Effort Estimates:	Estimated Effort (hours)
<Description of task>	<Total estimated hours to complete task>
<Description of task>	<Total estimated hours to complete task>
<Description of task>	<Total estimated hours to complete task>
Total	<Total estimated hours>

Detailed Change Impact

Impact on Project Costs: \$	Estimated Work Effort: <u><Total estimated hours from above></u> (Hours)
Impact on Project Schedule: Min: Max:	Estimated Duration: <u><Estimated number of work days></u> (Work Days) Estimated Client Cost: <Total cost derived by rate x number of hours>
Target Start Date:	<Enter the date you anticipate starting work>

Key Assumptions

The following are key assumptions for this scope change request:

1. <List any specific assumptions related to this change request>

Change Order Approval

By signing this document, the client agrees that the proposed approach satisfactorily addresses all items in scope for the project.

Customer Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche[®]

[Customer Name]
[Project Name] Solution Design

Laserfiche Consulting
[Month Day, Year]

Document Revision Log

The following describes the version history and timeline of this document.

Version	Date	Description of Change	Author
1.0			
1.1			

[Customer Name] Requirements

Scope and Objectives

[Customer Name]

Repository File Plan and Records Management

Laserfiche will implement a nested folder structure for the storage of [Customer Name] documents. The folder structure will consist of X folder types: __, __,

Requirement	Description
	•
	•
	•
	•
	•
	•
	•
	•

Security Configuration

Laserfiche will configure repository security to allow users access to only appropriate sections of the file plan.

Laserfiche security is applied first at the repository level, specifying the actions various user groups will be permitted to take within the repository as a whole (e.g. "Search"). Security is then refined through the application of entry access rights, which specify the location(s) within the repository that specific actions may be performed.

As such, available repository actions will be granted to [Customer Name], then those groups will be granted various levels of access to the queues and record folders defined within the previous section.

Requirement	Description
	•
	•

Document Capture, Indexing and Validation

Users in XYZ scanning group will import content into the repository via

Requirement	Description
	•
	•

[Process Title] Processing

Laserfiche will implement one or more workflows to process

Requirement	Description
	•
	•

Solution Design Approval

By signing this document, the client agrees that the proposed approach satisfactorily addresses all items in scope for the project.

Customer Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche[®]

[Customer Name]

[Project Name] Solution Test Plan

Laserfiche Consulting
[Month Day, Year]

Document Revision Log

The following describes the version history and timeline of this document.

Version	Date	Description of Change	Author

Table of Contents

Document Revision Log.....	1
Introduction	3
Document Purpose	3
Document Scope	3
Systems Integration Test Strategy	4
Systems Integration Test Approach	4
Systems Integration Test Scope	4
Requirements Traceability Matrix	4
Systems Integration Test Execution.....	5
Systems Integration Test Issue & Defect-Tracking	5
User Acceptance Test (UAT) Strategy	6
UAT Execution.....	6
User Acceptance Test Issue & Defect-Tracking	6

Introduction

Document Purpose

The purpose of this testing document is to describe the test strategy for the project including approach, processes and procedures, infrastructure, testing tools, and resources. <Include additional areas for the document as necessary>.

Document Scope

The scope of the document encompasses the following:

- Systems Integration Testing
- User Acceptance Testing
- Issue / Defect Tracking Processes

This document does not include the test scripts that have been developed but provides the overall test execution plan.

Systems Integration Test Strategy

As part of the overall Laserfiche testing strategy, multiple types of tests will be conducted throughout the project lifecycle to ensure that the Laserfiche solution fully and accurately conforms to the requirements.

Systems Integration Test Approach

The purpose of the systems integration testing for the Laserfiche solution is as follows:

- Validate the collective functionality of a set of Laserfiche applications
- Validate the interactions between Laserfiche and any integrations
- <identify any other aspects of the high-level solution>

Systems Integration Test Scope

The following core Laserfiche applications will be involved in systems integration testing:

- Laserfiche Server
- <identify application>
- <identify application>
- <identify application>
- <identify application>

Systems Integration Test Case Development

Laserfiche will develop a catalog of test cases for systems integration testing. Where applicable test cases will be developed in the business and operational contexts of the department.

Laserfiche will document the systems integration test cases using MS Word. Each test case will contain the following details:

- Test case ID
- Test case title
- Purpose
- Data setup
- Test case script:
 - Step #
 - Description
 - Expected Result
 - Success (Y/N)
 - Notes / screen shots

Requirements Traceability Matrix

There are two key aspects to any software testing effort: accuracy and completeness. Accuracy verifies that the solution implements each piece of functionality as documented in the requirements specifications. Completeness verifies that the solution implements all of the documented functional and technical requirements. The best way to ensure that testing is accurate and complete is by tying test cases to requirements from which the solution is developed.

To this end, Laserfiche will develop the Requirements Traceability Matrix (RTM) listing all feature requirements (user stories) mapped to a test case / script.

Systems Integration Test Execution

Laserfiche will conduct systems integration testing on <insert platform>. The testing will be conducted iteratively for each department that Laserfiche brings on board.

It is anticipated the following project resources will be involved in the Systems Integration testing:

Resource Name	Role	Responsibility

Laserfiche will document the results of each test case in a separate MS Excel document. The following will be documented:

- Test case #
- Tester name
- Date of execution
- Actual outcome:
 - Pass
 - Fail
- Issue(s) / Defect(s) found, if any

Systems Integration Test Issue & Defect-Tracking

Each software implementation carries the inherent display of software bugs. Laserfiche will implement a software issue & defect-tracking process similar to what is outlined below:

1. Upon the identification of a defect during testing, Laserfiche will log the issue / defect as follows:
 - a. Test case #
 - b. Laserfiche application
 - c. Tester name
 - d. Issue / Defect summary
 - e. Defect status – defined as follows:
 - i. New
 - ii. Assigned
 - iii. Fixed / Ready for Retest
 - iv. Closed
 - f. Severity levels – defined as follows:
 - i. Critical
 - ii. High
 - iii. Medium
 - iv. Low
2. Once an issue / defect has been identified, the solutions engineer will meet with the Laserfiche Project Manager to review and assign out for resolution.
3. Once the issue / defect is resolved, the Laserfiche team retests it.

User Acceptance Test (UAT) Strategy

Following the completion of systems integration testing, the City of Long Beach will perform a second series of tests built to ensure the Laserfiche solution performs according to normal business operations.

The test cases / scripts developed by Laserfiche will be utilized as a foundation for the development and refinement of test cases for UAT.

UAT Execution

The City of Long Beach will conduct user acceptance testing on <insert platform>. The testing will be conducted iteratively for each department that Laserfiche brings on board.

It is anticipated the following City resources will be involved in the user acceptance testing:

Resource Name	Role	Responsibility

User Acceptance Test Issue & Defect-Tracking

A similar format for issue and defect tracking will be implemented for user acceptance testing as what Laserfiche will implement for systems integration testing.

Test Plan Approval

By signing this document, the client agrees that the proposed approach satisfactorily addresses all items in scope for the project.

Customer Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche®

[Customer Name]

[Project Name] End User Documentation

Laserfiche Consulting
[Month Day, Year]

Document Revision Log

The following describes the version history and timeline of this design document.

Version	Date	Description of Change	Author
1.0			
1.1			

Table of Contents

Document Revision Log.....	1
Using Laserfiche	3
Laserfiche Forms	3
Task List.....	3
Navigation	4
My History.....	6
Action History.....	6
Form Field Identifiers	8
Save Draft.....	9
Assign to Me.....	9
Laserfiche Web Access	9
Viewing Documents	9
Metadata.....	9
Versions.....	9
Downloading/Printing Documents	10
End User Documentation Approval	11

Using Laserfiche

This section highlights features available in the Laserfiche Product.

Laserfiche Forms

[Insert Screenshot]

Laserfiche Forms is a web-based form submission and task management application. This section will describe some of the main functionality of Forms and navigating the interface.

Task List

The main page in Forms is the Tasks page, shown above. This page identifies tasks currently available to you. The interface is split into three main columns.

Navigation

[Insert Screenshot]

The left-most column contains buttons for navigation in Forms.

The “Start process” button is currently not used. All processes in this user manual begin from CRM (and not using the Start process button).

The “Tasks” button takes you back to the Tasks page.

The “Drafts” button takes you to the Drafts page, described in [1.1.6 Save Draft](#).

The “My History” button takes you to the My History page, described in [1.1.2 My History](#).

The buttons below “TEAMS” is for Home Office Teams. This takes you to the tasks page on any Home Office teams you are on. Home Office Teams are described in [1.1.4 Home Office Teams](#).

Task List

[Insert Screenshot]


The middle Tasks column contains a list of your tasks (e.g. pages of the XYZ Process, along with information such as their description and due date. You can click on any of the blue links to open that task.


The “My Tasks” button at the top will take you back to the list of all tasks assigned directly to you.

The “Available” button at the top will take you to the list of tasks assigned to any of your teams (Home Office Teams or Advisor Teams).

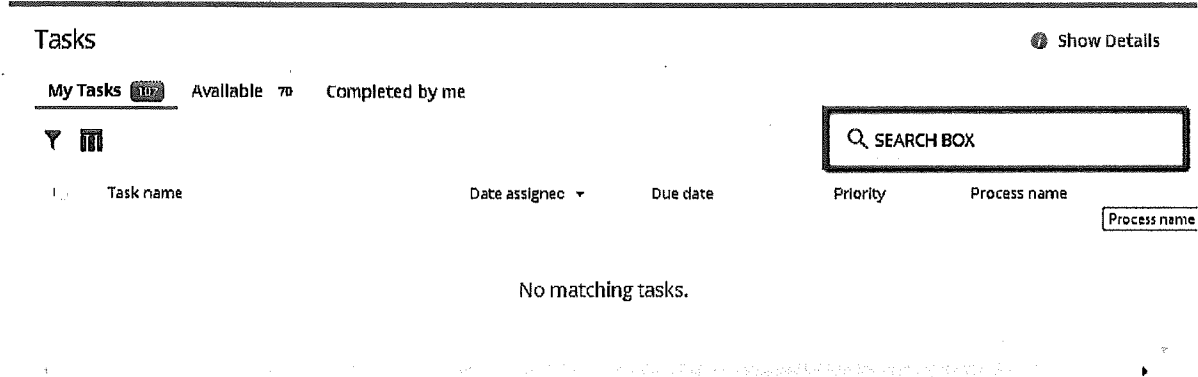
The “Completed by me” button at the top will take you to the list of tasks that you have completed.

[Insert Screenshot]

 The funnel button allows you to filter the available tasks. You can set the criteria by first clicking on the funnel icon at the top, then on the funnel icon that appears next to each column.

 The columns button lets you control which columns are displayed.

Searching the Task List



The screenshot shows a 'Tasks' interface. At the top right, there is a 'Show Details' button. Below it, there are filters for 'My Tasks' (with a '102' badge), 'Available' (with a '70' badge), and 'Completed by me'. A search box labeled 'SEARCH BOX' is highlighted with a red rectangle. Below the search box, there are columns for 'Task name', 'Date assigned', 'Due date', 'Priority', and 'Process name'. A 'Process name' input field is also visible. The main content area displays 'No matching tasks.'

You can search for tasks in any of the tasks lists.

[Insert Screenshot]

You may search on words in the task name or by words in the instance name such as the Instance number.

Instance Number

[Insert Screenshot]

The Instance Number uniquely identifies a particular process. This number can be used to uniquely identify an application. It may also be used when asking for assistance to Home Office.

A process in Form consists of a series of tasks, which often require filling out a form. After filling out and submitting a form, the next form will often automatically load. If the next form does not appear, or you close the form, you can open or view the current tasks by selecting the instance in “My Tasks” or “My History”.

[Insert Screenshot]

The Action History for an instance of a Forms process (shown on the right) will show the history of tasks, along with the currently assigned tasks and to whom the task is assigned to.

A form will contain a set of fields to fill out before submitting. Fields marked with a red asterisk * are required and must be filled out before submission.

My History

[Insert Screenshot]

The My History page contains a list of all tasks that you have completed (by participating in submission of a form). The interface is split into three main columns. The left-most column is the [1.1.1.1 Navigation menu](#), while the right-most column is the [1.1.2 Action History](#).

The main, middle column contains the list of completed tasks. Selecting “Started by me” at the top of this section will display all tasks completed as part of a forms instance that you started yourself. Selecting “Involving me” will display all tasks completed as part of a forms instance that someone else started, such as instances started by another member of your team.

Action History

The right-most column contains the action history for an instance of a Forms process. The action history describes every task that has been completed and any tasks that are currently assigned to a user.

[Insert Screenshot]

To view the action history of a Forms instance, check the checkbox for the instance in the middle tasks column.

You can view a completed task by clicking the “View” link next to a completed task. You can open an available task by clicking the “Open Task” link next to a completed task.

[Insert Screenshot]

Note: The Action History is also available in any task on right side by clicking Show Details (on the top right hand side of the screen).

Team Task List

[Insert Screenshot]

Tasks assigned to a team can be managed per team (queue). Here, you can see which tasks are assigned (currently being worked by someone), available (can be worked), or completed (already worked). Tasks may have a due date depending on SLAs.

Claiming Tasks

[Insert Screenshot]

To work a task, you should claim the task prior to starting work on it. To do so, open the task and click "Assign to Me."

[Insert Screenshot]

If you find that you can no longer work the task or need to allow someone else to work the item, then please release the task back to the Team by clicking "Release."

Team Manager

[Insert Screenshot]

Designated individual(s) have the ability to update the team as needed. These settings can be found under the team, and by clicking on Team members.

These individuals on the team have the following rights: Edit the team, See assigned team tasks, Change the due date and priority of team tasks, Reassign tasks to other users or groups.

Edit the Team

[Insert Screenshot]

To add a team member, on the team page, click on New, User and enter the user's name. An auto suggestion dropdown will appear where you can select the user to add.

[Insert Screenshot]

To remove a user from a team, click on the User, and click on Delete.

See assigned team tasks

Team manager(s) can see all team's tasks. See [1.1.4 Home Office Teams](#) for more details.

Change the due date and priority of team tasks

[Insert Screenshot]

Team managers may change the due date and priority of team tasks.



The calendar button lets you set or edit a task's due date.



The priority button lets you set or edit a task's priority.

Reassign tasks to other users or groups

[Insert Screenshot]

In the event a team member fails to reassign a task they had previously claimed, a team manager may reassign the task.

[Insert Screenshot]

Select Reassign. The Reassign Task window will show up. Select the user to reassign the task to and click Reassign.

Form Field Identifiers

Each Forms field is labeled with the information being captured for that field.

Field Formatting

[Insert Screenshot]

Information about formatting the field in a specific way is listed above the field (e.g., Taxpayer Identification Number).

Tooltips

[Insert Screenshot]

The "(?)" indicates that a field tooltip exists (where available) and provides additional guidance on the field.

Field Constraints

Fields may be limited in length. Fields may also require data in a certain way (e.g. phone number must be all digits). Fields may also be limited to only alphanumeric characters (Any letter A-Z, 0-9, and space).

Required Fields

[Insert Screenshot]

Fields marked with a red asterisk (*) are required. These fields must be filled out in Final Version.

Validation Error

[Insert Screenshot]	
---------------------	--

Any field validation errors will prevent the current page from submitting (e.g., in Final Version). If the user receives validation errors, these errors must be corrected prior to being able successfully submit the page. Fields with errors will be surrounded by a red box and should be accompanied by an error message describing the corrective action to take.

Comments

[Insert Screenshot]

Every form assigned to you as a user contains a built in Comments box on the bottom of the form prior to submission. The Comments box can be used to make comments about a particular page to another team member, or to take notes.

[Insert Screenshot]

Comments entered here are visible only in the Action History.

Note: Any comments entered here (although visible to Home Office) will not be read during processing by Home Office (if applicable) when submitting forms to Home Office.

Save Draft


You can save an open Form as a draft in two ways. One way is by clicking on the green “Save draft” button at the top of the window, shown in the image above. This will save the current form and all of the entered data as a draft, which can be accessed either in your “Tasks” list or in your “Drafts” list. Only you can see drafts you have saved this way.


Note: This “Save draft” button saves the open form for the current user only. This does not allow any members of the Advisor Team to work on the task.

[Insert Screenshot]

The Drafts page contains tasks you started and have marked with “Save draft”. The interface is split into two main columns. The left-most column is the same navigation menu as the Tasks page, described previously. The main, right column contains the list of drafts, which can be opened by clicking the blue links.

[Insert Screenshot]

 The funnel button allows you to filter the available tasks. You can set the criteria by first clicking on the funnel icon at the top, then on the funnel icon that appears next to each column.

 The columns button lets you control which columns are displayed.

Assign to Me

If you open a task from the Available Task list or a Home Office Team Task list, then the Assign to Me button will appear at the top of the screen. This button should be selected if you are going to work the task. If you select this button, then the task and any subsequent tasks will be assigned to you to complete until you select “Save and Continue Later” ([2.1.1 Save and Continue Later](#)) to assign the task back to the team.

Laserfiche Web Access

[Insert Screenshot]

Laserfiche Web Access allows viewing documents stored in Laserfiche.

Viewing Documents

Documents will be presented for review inside the Laserfiche Web Access viewer (e.g., Page 9 of New Account Set Up).

[Insert Screenshot]

You can make the page view full screen by clicking the Full Screen button.

Metadata

[Insert Screenshot]

The right side pane displays relevant metadata about the document.

[Insert Screenshot]

The Fields tab displays metadata captured by the process for this document.

Versions

[Insert Screenshot]

To view the version history of the document, click on versions. The version history indicates when and what the change was, such as the Electronic file being updated (a new pdf) or metadata changing and by whom.

Clicking on the Version number will allow you to view that version of the document.

Downloading/Printing Documents

[Insert Screenshot]

To save or print a copy of the form, click the document name in the upper left corner and click Download. Click Open to open the PDF document.

[Insert Screenshot]

To save a copy of the form, click File>Save As, name the document, and select the folder to which you would like to save it.

[Insert Screenshot]

To print a copy of the form, click the printer icon or File>Print and select printer options.

[Insert Screenshot]

End User Documentation Approval

By signing this document, the client agrees that the proposed approach satisfactorily addresses all items in scope for the project.

Customer Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche[®]

[Customer Name]

[Project Name] System Administrator Documentation

Laserfiche Consulting

[Month Day, Year]

Document Revision Log

The following describes the version history and timeline of this design document.

Version	Date	Description of Change	Author
1.0			

Table of Contents

Document Revision Log.....	1
Solution Overview.....	3
Laserfiche Applications.....	3
Laserfiche Server.....	3
Laserfiche Web Access.....	3
Laserfiche Forms.....	3
Laserfiche Workflow.....	3
Repository Setup (Baseline).....	4
Hierarchy.....	4
Security.....	4
Workflow Setup.....	4
System Administrator Documentation Approval.....	5

Solution Overview

....

Laserfiche Applications

Laserfiche Server

The Laserfiche Server is the heart of a centralized repository, XYZ, used to house the documents generated during XYZ process. Files are automatically created and stored on the Laserfiche Server.

Laserfiche Web Access

Laserfiche Web Access is the thin client used to access content on the Laserfiche Server. The current solution links directly to documents in the repository to Web Access.

Laserfiche Forms

Laserfiche Forms is a web server that facilitates the New Account Setup business process. End users interact directly with this application by filling out web forms, thereby capturing data that is used to create new accounts.

Laserfiche Workflow

Laserfiche Workflow is the power house of the solution. Workflow is used to update and modify Laserfiche Forms data, determine routing, integrate with other ABC Company Systems, evaluate process logic, and produce documents.

Repository Setup (Baseline)

....

Hierarchy

....

Security

Security is maintained by access rights applied to the folder hierarchy with the use of inheritance. A user is given access to one or more folders and then has rights to all folders beneath that folder. When a user is given access to a folder that includes the rights to:

- Browse (i.e. view) the folder
- Read (i.e. open folders and documents within that folder)
- Create documents in that folder.
- Add pages to documents in that folder.
- Create and view annotations on documents in that folder.

.....

Workflow Setup

.....

System Administrator Documentation Approval

By signing this document, the client agrees that the proposed approach satisfactorily addresses all items in scope for the project.

Customer Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche Approval (one signee required)			
Signature	Name	Title	Date

Dear [Customer Project Manager]

Laserfiche Consulting has completed the [Customer Name] – [Project Name – Deliverable], which included the following major deliverables:

- Deliverable 1
- Deliverable 2
- Deliverable 3
-

Please sign below, indicating approval and acceptance of the deliverables as stated above. This signifies that our project (phase) will be closed out and accepted in accordance with our Statement of Work for the [Customer Name] – [Project Name] engagement, dated [Month Day, Year].

It was a pleasure working with you and your team on this milestone, and we look forward to continuing to work with you in the future.

Sincerely,

Matthew Larsen

Senior Technical Project Manager

Phone: 1.562.988.1688 x 171

Email: matthew.larsen@laserfiche.com



Run Smarter™

3545 Long Beach Blvd., Long Beach, CA 90807
tel: 562-988-1688 fax: 562-988-1886
www.laserfiche.com

Milestone Acceptance Approval

By signing this document, the client agrees that the proposed approach satisfactorily addresses all items in scope for the project.

Customer Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche[™]

<Client Name>
Requirements Document

Laserfiche Consulting
<Date>

Document Revision Log

The following describes the version history and timeline of this document.

Version	Date	Description of Change	Author

Table of Contents

Document Revision Log.....	1
Overview	3
Current State Environment.....	3
Document Management Processes	3
Document Management Pain Points	3
Future State Environment.....	3
Folder Structure	3
Records Management.....	4
Security Configuration	4
Document Metadata.....	4
Document Capture Strategy	5
Sources.....	5
Department Workflows	6
Department Workflow A.....	6
Additional Repository Features	6
Document Stapling.....	6
Integrations.....	6
Integration A Description.....	6
Migrations.....	6
Migration A Description	6
General Laserfiche Configuration	6
User Access: Laserfiche client	6
Users	6
Everyone Group	7
Groups.....	7

Overview

<Client department> will be on-boarded to <Client's> Laserfiche solution. As part of the implementation, Laserfiche will document the requirements for the repository.

<Additional information required per the SOW that is pertinent to the solution design and development>.

Current State Environment

<Describe the current state for document management capabilities for the department.>

Document Management Processes

<Document existing document processing capabilities within the department.>

Document Management Pain Points

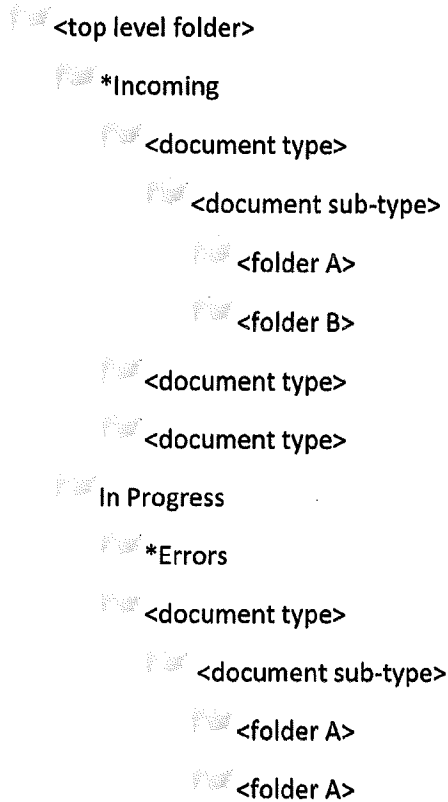
<Document existing document processing pain points within the department in the form of existing problems, impacts, potential solutions, and benefits.>

Future State Environment

<Describe the future state for document management capabilities for the department.>

Folder Structure

The <Client department> repository will contain a file structure as outlined below:



Records Management

Once indexing is complete, content will be archived in record folders. We will implement Transparent Records Management for <specific set of folders>. Discuss record retention policies.

Security Configuration

The Payroll department will have a single repository for their documents. The repository will contain all payroll documents; however security will be applied to each user (via group membership), to prevent unauthorized access to documents. Users can belong to one or more of the following groups:

Department	Read Only Access	Normal Users	Admins	Records Managers
<Client Department A>	X	X	X	X
<Client Department B>	X	X	X	
<Client Department C>	X	X	X	

Users in a Read Only Access group will have read-only access to documents in the document folders associated with their group. Users in a Normal Users group will have access to view, index, re-index and scan pages into existing documents in archived folders associated with their group, and import and scan new documents into the *Incoming folder associated with their group. Users in an Admin group will have the same access as Normal Users, as well as the ability to delete documents (in case documents were scanned multiple times or otherwise incorrectly.)

There is only a single Records Managers group for managing records management of the entire repository. Users in the Records Managers group will have read-only access to the whole repository, and the ability to perform records management actions.

Document Metadata

The following document types will be scanned/imported and stored in the Laserfiche repository:

Template	Index Fields	Field Notes	Records Management
<Template Name>	<Index field value in the repository>	<Identify specific rules, list values, validations, and processing for the fields>	<Identify the conditions that need to be present for a document to be moved into records management. Conditions include the field for eligibility, cutoff instructions, and disposition.>
	<Index field value in the repository>	<Identify specific rules, list values, validations, and processing for the fields>	
	<Index field value in the repository>	<Identify specific rules, list values, validations, and processing for the fields>	
	<Index field value in the repository>	<Identify specific rules, list values, validations, and processing for the fields>	

	<Index field value in the repository>	<Identify specific rules, list values, validations, and processing for the fields>	
	<Index field value in the repository>	<Identify specific rules, list values, validations, and processing for the fields>	

<If applicable, include any relevant attachments for the document metadata as embedded documents.>

Document Capture Strategy

Sources

The original sources of documents to be ingested are <specify the document sources>. The following section outlines the specifications for each of these sources.

Source 1 Ingestion

<Document how and who will be capturing this information in the repository. Identify the starting folder and specific conditions on the documents, i.e. if a template will be selected by the user or what fields will be automatically populated for certain documents.>

Source 2 Ingestion

<Document how and who will be capturing this information in the repository. Identify the starting folder and specific conditions on the documents, i.e. if a template will be selected by the user or what fields will be automatically populated for certain documents.>

Department Workflows

<Include a brief description of the workflow and which client department it is for.>

Department Workflow A

The following is a high-level process flow for the <client department>.

[Insert Visio]

Additional Repository Features

<Identify specific repository features such as document stapling, unlocking, annotations>

Document Stapling

<Laserfiche will create a business process to merge repository documents together into one entry. This will be accomplished in the Laserfiche web client through a custom action. Users will select the desired documents and press the "Staple" button. Documents will be merged according to the order in which they appear in the repository. Following the merge into one document, pages can be re-ordered within the document using out-of-the-box Laserfiche Web Client functionality.>

Integrations

<Identify specific repository integrations, which require development and testing.>

Integration A Description

<Describe the integration in sufficient detail to give the solutions engineer's information to design, develop, test, and deploy the integration components.>

Migrations

<Identify specific repository migrations, which require development and testing.>

Migration A Description

<Describe the migration in sufficient detail to give the solutions engineer's information to design, develop, test, and deploy the migration utility.>

General Laserfiche Configuration

User Access: Laserfiche client

The Laserfiche repository is accessible through two out-of-the-box clients; the Windows Client, and the Web Client. Users will have the option to use the client they prefer, however most integration functionality will be available only through the Web Client.

Users

There will be three Laserfiche users that act as service accounts used by other Laserfiche applications. The FormsService account will require a named user license in order to save documents to the repository; other service users will not consume a named user license.

User Name	Description	Group Membership	Feature Rights	Privileges
Admin	The default administrative account	Administrative User	All (inherited)	All (inherited)

WFService	Laserfiche Workflow uses this account to connect to the repository	N/A	All	Bypass Browse
FormsService	Laserfiche Forms uses this account to connect to the repository	N/A	All	Bypass Browse

Everyone Group

Repository access is granted to all users through the *Everyone* group. More granular access is done through individual groups.

Groups

A Laserfiche group will be configured for each <client department> that will access the Laserfiche system. All users will inherit settings and attributes from their group memberships unless otherwise noted. Each group will have access to all subfolders and documents within their department queue.

User Groups	User Rights	Folder Access
<Department A>	Read, Search, Scan, Import	<Department Folder A>
<Department B>	Read, Search, Scan, Import	<Department Folder B>
<Department C>	Read, Search, Scan, Import	<Department Folder C>
Administrative Users	All	All Folders and Record Series

Requirements Specification Approval

By signing this document, the client agrees that the proposed approach satisfactorily addresses all items in scope for the project.

Customer Approval (one signee required)			
Signature	Name	Title	Date

Laserfiche Approval (one signee required)			
Signature	Name	Title	Date