



**ADDENDUM 1 TO
STATE OF OKLAHOMA CONTRACT WITH IMAGENET CONSULTING, LLC
RESULTING FROM OKLAHOMA STATEWIDE CONTRACT 1013**

This Addendum 1 (“Addendum”) is an Amendment to the Contract awarded to ImageNet Consulting, LLC. (“ImageNet”) in connection with Statewide Contract #1013 and is effective June 24th, 2020. (“Effective Date”).

Recitals

Whereas, the State issued a Solicitation for proposals to provide Document Lifecycle Management as more particularly described in the Solicitation;

Whereas, ImageNet submitted a proposal which various other Contract Documents; and

Whereas, the State and ImageNet have negotiated the final terms under which ImageNet will perform the Services under the Contract.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. **Addendum Purpose.**

This Addendum memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to ImageNet as of even date with execution of this Addendum. The parties agree that Supplier has not yet begun performance of work contemplated by the Solicitation.

2. **Negotiated Documents of the Contract.**

2.1. The parties have negotiated certain terms of the Contract as follows:

- i. Addition of State Hosting Agreement as contained in Attachment A to this Addendum titled “Hosting Agreement”;
- ii. Revisions to the Equipment Lease Agreement contained in Attachment B to this Addendum titled “Lease Agreement”;

- iii. Revisions to ImageNet Managed Service Agreement as contained in Attachment C to this Addendum titled, "MSA".
- iv. Addition of Statement of Work as contained in Attachment D to this Addendum titled "SOW"; and
- v. Addition of ImageNet's Service Level Addendum as contained in Attachment E to this Addendum titled "Service Level Addendum".

2.2. Accordingly, any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

3. ImageNet affirmatively acknowledges it takes no exception to the Solicitation and that it will not ask the State or any Customer to execute additional documents not listed above in connection with this Contract.

State of Oklahoma

By: Matthew A Singleton
Name: Matt Singleton
Title: Chief Information Security Officer
Date: 11 June 2020

ImageNet Consulting, LLC

By: 
Name: Ramsey Orkahl
Title: Director ECS Division
Date: 6/5/20

**Attachment A to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH ImageNet Consulting
RESULTING FROM SOLICITATION NO. 0900000414**

The **State Hosting Agreement** is hereby amended as set forth below and supersedes all prior documents submitted by **ImageNet Consulting** or discussed by the parties.



HOSTING AGREEMENT

This Hosting Agreement (“Hosting Agreement”) is a Contract Document in connection with the Contract issued as a result of Statewide Contract # 1013 (the “Contract”) and entered into between ImageNet Consulting, LLC (“Vendor”) and the State of Oklahoma by and through the Office of Management and Enterprise Services (“State”), the terms of which are incorporated herein. This Hosting Agreement is applicable to any Customer Data stored or hosted by Vendor in connection with the Contract. Unless otherwise indicated herein, capitalized terms used in this Hosting Agreement without definition shall have the respective meanings specified in the Contract.

I. Definitions

- a. “Customer Data” shall mean all data supplied by or on behalf of Customer in connection with the Contract, excluding any confidential information of Vendor.
- b. “Data Breach” shall mean the unauthorized access by an unauthorized person that results in the access, use, disclosure or theft of Customer Data.
- c. “Non-Public Data” shall mean Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.
- d. “Personal Data” shall mean Customer Data that contains 1) any combination of an individual’s name, social security numbers, driver’s license, state/federal identification number, account number, credit or debit card number and/or 2)

contains electronic protected health information that is subject to the Health Insurance Portability and Accountability Act of 1996, as amended.

- e. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the hosted environment used to perform the services.

II. Customer Data

- a. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Vendor by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Vendor shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
- b. Vendor shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the hosted environment. Vendor shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Vendor shall not respond to subpoenas, service or process, FOIA requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Vendor's proposed responses. Vendor agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
- c. Vendor will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Vendor. Vendor will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Vendor will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Vendor as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Vendor's negligence or willful misconduct, Vendor, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

III. Data Security

- a. Vendor will use commercially reasonable efforts, consistent with industry standards, to provide security for the hosted environment and Customer Data and to protect against both unauthorized access to the hosting environment, and

unauthorized communications between the hosting environment and the Customer's browser. Vendor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Vendor applies to its own personal data and non-public data of similar kind.

- b. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Vendor is responsible for encryption of Personal Data.
- c. Vendor represents and warrants to the Customer that the hosting equipment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Vendor will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Vendor will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Vendor, Vendor will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Vendor has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure due to vendor negligence, Vendor is responsible for costs incurred by Customer for Customer to remediate the virus. Propagation of a virus must have clear evidence of method and cause.
- d. Vendor shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Vendor shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Vendor shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Vendor's obligations under the Contract.
- e. Vendor shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
- f. Vendor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. Vendor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

IV. Security Assessment

- a. The State requires any entity or third-party vendor hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Vendor submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards during the term of the Contract, including renewals, constitutes a material breach.
- b. To the extent Vendor requests a different sub-contractor than the third-party hosting vendor already approved by the State, the different sub-contractor is subject to the State's approval. Vendor agrees not to migrate State's data or otherwise utilize a different third-party hosting vendor in connection with key business functions that are Vendor's obligations under the Contract until the State approves the third-party hosting vendor's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party hosting vendor does not meet the State's requirements under the State Certification and Accreditation Review, Vendor acknowledges and agrees it may not utilize such third-party vendor in connection with key business functions that are Vendor's obligations under the Contract, until such third party meets such requirements.

V. Security Incident Notification and Responsibilities: Vendor shall inform Customer of any Security Incident or Data Breach

- a. Vendor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Vendor will coordinate with Customer prior to making any such communication.
- b. Vendor shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
- c. Vendor shall: (i) maintain processes and procedures to identify, respond to and analyze Security Incidents; (ii) make summary information regarding such procedures available to Customer at Customer's request, (iii) mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Vendor; and (iv) documents all Security Incidents and their outcomes.

VI. Data Breach Notification and Responsibilities: This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Vendor.

- a. Vendor, unless stipulated otherwise, shall promptly notify the Customer identified contact within 2 hours or sooner, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a Data Breach. Vendor shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Unless otherwise stipulated, if a Data Breach is a direct result of Vendor's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – (2), (3) and (4) not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and (5) complete all corrective actions as reasonably determined by Vendor based on root cause.
- c. If a Data Breach is a direct result of Vendor's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Vendor shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

VII. Notice: Contact information for Customer for notifications pursuant this Hosting Agreement are consistent with the Contract with a copy sent to:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

And

Chief Information Security Officer
3115 N. Lincoln Blvd

Oklahoma City, OK 73105

And

OMES Information Services General Counsel
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

For immediate notice which does not constitute written notice:

OMES Help Desk

405-521-2444

helpdesk@omes.ok.gov

Attn: Chief Information Security Officer

VIII. Vendor Representations and Warranties: Vendor represents and warrants the following

- a. The product and services provided under this Hosting Agreement do not infringe a third party's patent or copyright or other intellectual property rights.
- b. Vendor will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
- c. The execution, delivery and performance of the Contract, the Hosting Agreement and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Vendor will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Vendor and any third parties retained or utilized by Vendor to provide goods or services for the benefit of the Customer.
- d. Vendor shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting Environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

IX. Indemnity

- a. Vendor's Duty of Indemnification. Vendor agrees to indemnify and shall hold the State of Oklahoma and State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees) (collectively "Damages") (other than Damages that are the fault of Customer) arising from or in connection with Vendor's breach of its express representations and warranties or other obligations in this Hosting Agreement and the Contract. If a third party claims that any portion of the products or services provided by Vendor under the terms of the Contract or this Hosting Agreement infringes that party's patent or copyright, Vendor shall defend and indemnify the State of Oklahoma and Customer against the claim at Vendor's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State of Oklahoma and/or Customer. The State of Oklahoma and/or Customer shall promptly notify Vendor of any third party claims and to the extent authorized by the Attorney General of the State, allow Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State of Oklahoma does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify Customer and the State of Oklahoma for all associated costs, damages and fees incurred by or assessed to the State of Oklahoma and/or Customer. Should the software become, or in Vendor's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated under this Hosting Agreement, Vendor may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

X. Termination and Suspension of Service:

- a. In the event of a termination of the Contract, Vendor shall implement an orderly return of Customer Data in a mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of Customer Data.
- b. During any period of service suspension, Vendor shall not take any action to intentionally erase any Customer Data.
- c. In the event of termination of any services or agreement in entirety, Vendor shall not take any action to intentionally erase any Customer Data for a period of:
 - i. 10 days after the effective date of termination, if the termination is in accordance with the contract period
 - ii. 30 days after the effective date of termination, if the termination is for convenience

iii. 60 days after the effective date of termination, if the termination is for cause

After such period, Vendor shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

- d. The State shall be entitled to any post termination assistance generally made available with respect to the services at \$187.50/hr. For the avoidance of doubt, there is no charge associated with Section X(a) and (c).
- e. Vendor shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer.

**Attachment B to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH ImageNet Consulting
RESULTING FROM SOLICITATION NO. 0600000012**

The **Lease Agreement** is hereby amended as set forth below and supersedes all prior documents submitted by **ImageNet Consulting** or discussed by the parties.

Lessee Information

Lessee				
Billing Address				
City	County	State	Zip	Phone Number

Equipment Description

Make & Type	Quantity	Model	Attachments	Serial Number		
Location	Address:		City:	County:	State:	Zip:

Term & Payment Schedule

Term in Months	Lease Payment	Maintenance
	\$	\$ (includes impressions per month) Overages to be billed at per impression

Approval

Lessee

By **X**

Authorized Signature _____ Title _____

Certificate of Acceptance of Leased Equipment

We hereby acknowledge that on the date indicated below Lessee received delivery of all the equipment described in the lease numbered above. The equipment is accepted by Lessee as the Equipment described in the Lease and is satisfactory in all respects for the purposes of said Lease.

By **X**

Authorized Signature _____ Date _____

Terms and Conditions

1. This contract shall commence on _____ day of _____, 2019 or the date the equipment is installed in good working order, whichever is later and shall terminate on the last day of _____, 20__ or sixty (60) months from the commencement date, whichever is later. To the extent applicable, this Agreement shall be mutually ratified in accordance with the provisions of Okla. Stat. tit. 62 section 430.1 and Okla. Stat. tit. 70 section 5-117B. Unless Lessee votes not to ratify the Agreement for the next ensuing fiscal year then such non-action shall be construed as ratification of the Agreement for the next ensuing fiscal year. Lessor hereby ratifies the continuation of the Agreement to the termination date specified within this Agreement
2. The Lessee shall have the right to terminate this lease at the end of any Lessee fiscal year if the State fails to allocate sufficient funds to the Lessee for the rental payments required under the lease.
3. Should Lessee fail to receive sufficient funds, it will promptly notify the Lessor of its termination of the lease.
4. A Purchase Order has previously been issued by the Lessee, the number of which is set forth below and a copy of which is attached.
5. It is expressly understood that the contract is subject to the procedures and limitations provided under Oklahoma Law.

Purchase Order #:

Accepted By

Lessor: ImageNet Consulting, LLC	By:	Title: Manager	Accepted On:
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**Attachment C to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH ImageNet Consulting
RESULTING FROM SOLICITATION NO. 060000012**

The **Managed Services Agreement** is hereby amended as set forth below and supersedes all prior documents submitted by **ImageNet** or discussed by the parties. The parties agree to use this document or one that is substantially similar.

Customer Information									
Legal Name									
Billing Address									
City		State		Zip		Main Phone #			
Equip. Address									
City		State		Zip		Main Phone #			
Sales Contact		E-mail				Phone		Ext	
A/P Contact		E-mail				Phone		Ext	
Agreement Terms									
Term in Months			Start Date:			Total Agreement Charge	\$ XXXX	per billing	
12			Expiration Date:			Base to be billed in advance:	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	
			Coverage: GOLD				<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> Annually	

Standard Services

1. **Coverage.** Remote Helpdesk of Client's Server will be provided to the Client by ImageNet Consulting through remote means between the hours of 8:00 am - 5:00 pm Monday through Friday, excluding public holidays. Network Monitoring Services will be provided 24/7/365.
2. **Support and Escalation.** ImageNet Consulting will respond to Client's Trouble Tickets and with best effort after hours or on holidays. Trouble Tickets must be opened via email at softwaresupport@imagenetconsulting.com or by phone at 1-844-787-7078 if internet is unavailable.
3. **Monitoring Services.** ImageNet Consulting will provide ongoing monitoring and security services of all critical devices. Should a problem be discovered during monitoring, ImageNet Consulting shall make every attempt to rectify the condition in a timely manner through remote means.
4. **Correspondence:** All correspondence relating to the notifications within this agreement are to be sent via registered letter to the Contracts Department at: 913 N. Broadway, Oklahoma City, OK 73102 attention Contracts.
5. **LaserFiche Upgrades and Support.** All upgrades, end user support and maintenance to the LaserFiche applications are covered under this agreement.
6. **Storage Overages.** This agreement includes xxxx GB of space allocated for server storage. Overages will be billed at a minimum increase of 100 GB at the rate of \$30 per 100GB per month. This Agreement is made pursuant to, and incorporates the provisions and addenda of, State Contract 1013i

Key Contact: Customer agrees to make and designate a key contact for general administration of this Agreement. If employment status of Customer key contact changes so as to affect the contact's availability to perform this assignment, Customer shall promptly inform ImageNet and replace with a new key contact.

Customer Authorized Signature:	ImageNet Consulting, LLC Authorized Signature:
X	X
Accepted by: _____ Title: _____ Date: _____	Accepted by: _____ Title: _____ Date: _____

**Attachment D to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH ImageNet Consulting
RESULTING FROM SOLICITATION NO. 060000012**

The **Statement of Work** is hereby amended as set forth below and supersedes all prior documents submitted by **ImageNet** or discussed by the parties. The parties agree to use this document or one that is substantially similar.



For

[State Agency] “Customer”

Statement of Work

Customer has engaged +ImageNet Consulting to work with their staff to design and implement a digital and automated system to address their critical business objectives. This Statement of Work (“SOW”) is a Contract Document stemming from Oklahoma Statewide Contract No. 1013.

[Date]

SOW Valid For 60 Days After This Date

Attachment D: Statement of Work

Statement Of Work:	Agency Name
Drafted by:	[Presales Name]
Email Address:	[Presales Email]
Phone Number:	[Presales Number]
Project Manager	[PM Name}
Solutions Specialist	[Specialist Name]
Customer IT Contact	[Customer IT Name]
Customer Project Manager	[Customer PM]

Implementation Details

System Details

User Licenses:

Participant Licenses:

External Web\Mobile Access Configuration: Web Client and LF Mobile available on internal network only

Identified Forms & Processes

- Forms
- Workflows
- Quick Fields Sessions

Training Method

Anticipated Training Method: End User Group Training

Anticipated Training Time: hours

Anticipated Admin Training Method: Application Admin Training

Anticipated Admin Training Time: hours

Attachment D: Statement of Work

Critical Assumptions

Anticipated Security Configuration

Security Tier: Simple Security

- Security Tier Definitions
 - Simple Security - Security assigned no more than 3 static folders deep from top level folder for general user groups
 - Moderate Security - Security schema where security rights are assigned to folders or documents dynamically at the point of creation or more than 3 folders deep from the top-level folder, to general groups or roles
 - Granular Security - Security schema where individual documents or folders are dynamically assigned and/or reassigned to individual users based on specific document criteria or locations.

Anticipated Approval Routing Complexity

Approval Complexity: Simple Approvals

- Approval Complexity Definitions
 - Simple - Department and/or Dollar amount of less than 3 participants.
 - Moderate - More than 3 participants or dynamic assignment based on field values
 - Granular - Variable assignment to variable amount of staff based on field variables.

Anticipated Database Interactions

Scheduling Details

Due to the fluid nature of project scoping, SOW review, project negotiation, and other factors, scheduling for projects cannot be set until project SOW is signed and contracts are in place. The following factors stand:

- Project Kick-Off meeting with client staff and ImageNet representatives will occur, or be scheduled, within 10 business days of execution of this SOW. (Dependent on client availability)
- Client understands that as part of lean process environment, ImageNet resources are typically booked out 30-45 days ahead of time and, aside from the kick-off meeting, projects will most likely not begin before that time frame.

Attachment D: Statement of Work

Included Modular/Function Details

Laserfiche Modules Included:

Laserfiche Workflow: Workflow utility allows for the triggered or scheduled modification, routing, and monitoring of documents. This tool can be used to ensure accountability through auto-generated notifications, as well as consistency through creation of a controlled file folder organizational structure.

Laserfiche Import Agent: Import Agent allows for the monitoring of network folders as “hot drops” for electronic files of any type. This can be used to allow scan stations and multi-function devices to scan to a network location that will immediately import them into a corresponding Laserfiche folder.

Laserfiche Web Access Web Portal: WebAccess will allow users to connect to Laserfiche using the Web Client. Most functionality is present in the thin client that is available in the install client. It is compatible with all standard browsers (Internet Explorer, Chrome, Safari, Mozilla).

Laserfiche Audit Trail: Audit Trail allow the generation of tracking reports that will track both succeeded and failed attempts at changing metadata, renaming documents, logging into the system, searches performed, and many other activities.

Laserfiche Quick Fields: Laserfiche Batch Scanning Agent. This desktop application can be configured to allow for mass scanning and automated indexing using Zone OCR, Database Lookup, Document Classification, and Barcode Scanning.

Laserfiche Quick Fields Agent: Automation tool that will allow for the automated operation of Quick Fields on a server and the running of a number of sessions on timed intervals.

Laserfiche Records Management Edition: Laserfiche Records Management Edition includes tools to help track a record's life cycle from a record's filing date all the way to its final disposition. These help files contain general background information on records management, as well as specific information on the Laserfiche implementation of records management.

Laserfiche Forms Professional: All the functions and features found in Forms Essentials, plus functions such as Data Lookups, Performance Dashboard, Enhanced Reporting with Data Aggregation, Data Visualization options, and Payment Gateway

Laserfiche Forms Essentials: Digital forms application allowing for the submission of process forms and information by licenses Laserfiche users and users with forms specific licensing. Not for public use. Core functions limited to Form Creation, Operational Dashboard, Basic Reporting Options, Team assignments, and Direct Approval Through Emails

Laserfiche Connector: provides a streamlined experience for integrating Laserfiche with line of business applications such as Customer Relationship Management (CRM) and Enterprise Resource Planning (ERP) systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded buttons.

Laserfiche QuickFields Modules Included:

Zone OCR: Ability to use coordinate locations to OCR and retrieve specific text segments for automatic identification and indexing of documents.

Real Time Lookup: Ability to connect via ODBC to an external data source to retrieve information for automated indexing and validation.

Barcode Lookup: Ability to identify and read data from barcode for automated indexing or routing.

Pattern Matching: Ability to analyze and parse data using regular expressions.

Bates Numbering: Ability to apply Bates stamp to all documents processed. This can be a value that resets each time, or a running total that is tracked for each session.

Optical Mark Recognition: Ability to detect selection of check boxes on a standard form

Attachment D: Statement of Work

Excluded Modular/Function Details

Laserfiche Modules Excluded:

Laserfiche Web Link Public Portal: Public Portal meant to allow end users to access public sections and repositories of documents via their web browser. These connections are strictly search and review, no changes or feedback can be performed using the Weblink interface.

Laserfiche Forms Portal: Digital forms application allowing for the submission of process forms and information by anonymous external users.

Attachment D: Statement of Work

Projected Work will be broken out by Phases

A typical project for implementing a Laserfiche Content Management Solution includes the following:

Project Kick-Off Meeting

Project Timeline will be created & confirmed

Client Site Inspection

Confirm Infrastructure & Compatibility

Conduct subject matter expert (SME) interviews

Establish user lists and rights policies

Identify relevant documents and indexes for the Laserfiche DMS.

Install Laserfiche server software and configure appropriately

Configure user list and rights policies.

Create indexes and template for relevant document types

Forms and Process

Install and configure Workflow software.

Configure Workflow Rules as outlined in the Implementation Details.

Perform training for the Laserfiche content management system.

Conduct Laserfiche Server Administration training.

Conduct End User Laserfiche Client training.

Conduct Go Live training

Provide quality assurance oversight and testing.

Attachment D: Statement of Work

Customer Responsibilities

•	Customer to identify and provide an IT Administrator for solution implementation and support interaction.
•	Customer will provide reasonable access to all areas required to complete this project. Any areas of high security or hazard should be made known prior to project commencement.
•	Customer will provide reasonable access to all information and documentation required to complete this project.
•	Customer will provide an onsite contact person responsible for providing direction and approvals on completion of work.
•	Customer will directly provide all non-ImageNet hardware and software support required unless set forth herein unless specifically indicated otherwise.
•	Customer will ensure that any customer provided hardware will meet all required specifications set forth herein for software.
•	Customer will assure that all required LAN/WAN access and all necessary access rights administrative rights are made available to complete the installation.
•	Customer will verify final and provide on-going folder, template, and user set up.
•	Customer is solely responsible for back-up of system and database if they are self-hosting.
•	Customer will provide Remote Access capabilities and credentials so that ongoing support can be provided as necessary via phone and remote desktop support.
•	Customer is responsible for maintaining agreed upon timeline, customer side delays may push back launch dates by a ratio that exceeds 1:1 and may incur further service costs as well.
•	Customer will secure SSL Certificate for chosen Server host names when applicable.
•	Customer will determine appropriate IP configuration to allow for relay of web-based modules to an external IP address and host name should they want it to be externally accessible.
•	Customer-is responsible to setup initial 2008 R2 or newer server environment for Laserfiche Server installation. Should any other applications be running on this server, it is the responsibility of the client to notify our engineers before they begin to access the system. Should any issue arise due to unknown applications being on the server, this could result in a billable action.

Platform Requirements

Laserfiche Server Requirements

High Volume Architecture & Specifications (30+ Users and/or several intense workflows)

- Windows 2012 R2 or newer, hosting Laserfiche Server, Full Text Search Engine, Import Agent, Web Client, LF Forms and Audit Trail. (if all purchased)
 - Processor Type: Intel Xeon Processor or equivalent. If VM Recommended 2 Processors and 4 Cores
 - Memory: 16 GB RAM
 - Hard Drive Configuration:
 - 120GB Primary Drive for OS and Application installation
 - 1TB Data Drive or Dynamic Drive attached to SAN or NAS for storage of Laserfiche Repository documents, images, OCR data, and installation media.
- Windows 2012 R2 or newer, running Laserfiche Workflow Server and Subscriber as well as Clustered Computing Components
 - Processor Type: Intel Xeon Processor or equivalent. If VM Recommended 1 Processors and 2 Cores
 - Memory: 8 GB RAM
 - Hard Drive Configuration:
 - 120GB Primary Drive for OS and Application installation
- Server running supported SQL or Oracle Configurations as listed below in Database Engine Requirements.

Web Enabled Server Considerations

Laserfiche includes support and access for the Laserfiche Web Client, Laserfiche Forms, as well as the Laserfiche Mobile Client. These are configured using Windows IIS as the platform for web connectivity. This can be setup on the primary application server if desired, but if access outside of the local network is desired it is strongly suggested to place a low powered IIS Server in a separate Server for purposes of running exposed applications. This will insure that should the exposed box be breached that no actual access to critical Laserfiche servers or data will be gained.

Database Requirements for Listed Applications

- Laserfiche Server Database running in any of the following acceptable engines:
 - Microsoft SQL Server 2012 R2 or newer

Laserfiche QuickFields Scan Processor

QuickFields has no noteworthy requirements to list, although performance is strongly tied to RAM and CPU capabilities due to intensive processes such as OCR.

4GB RAM is recommended, 8GB is preferable

Intel i5 processor or equivalent is recommended minimum for peak performance.

Attachment D: Statement of Work

Change Requests

If any changes or additions are required outside of the defined scope and deliverables previously listed, a Project Change Request will need to be completed and signed by both the Customer Project Manager and ImageNet Consulting representatives. (Copy attached)

Assumptions & Terms

- Rates are based on a commitment that work is to be performed during regular business hours; 8AM to 5PM local time, Monday through Friday
- It is assumed that all work will be completed as a continuous effort. Disruptions of this continuous effort beyond the control of ImageNet Consulting may require additional costs, additionally if the project is finished ahead of the estimated completion, there will be no credit issued to the customer.
- All System Engineer & Process Analyst work outside of the work defined within the SOW is billed at \$135.00 per hour
- All other terms refer to Oklahoma State Contract SW 1013I- Document Lifecycle Management- ImageNet Consulting LLC. Located at <https://ok.gov/dcs/solicit/app/solicitationdetail.php?conID=2258>

Disclaimers

- ImageNet Consulting is not responsible for the loss of data due to system failure and lack of database back-up
- Future software installation services from ImageNet Consulting are at an additional cost
- ImageNet Consulting does its best to anticipate conversion changes and user needs, however once design agreement is established, any major changes requiring more than 1 hour of work will require a Project Change order and may incur additional costs.

Attachment D: Statement of Work

This Consulting Services Agreement (the "**Agreement**") is made and entered into as of _____ the "**Effective Date**") by and between ImageNet Consulting, with a place of business at 913 North Broadway, Oklahoma City, OK 73102 (ImageNet) and Customer a Oklahoma Government Organization with a place of business at 2101 N Lincoln Blvd 129, Oklahoma City, OK 73105 ("**Customer**").

Pursuant to this Agreement, Customer is engaging ImageNet to provide certain consulting services as more fully described herein. The Agreement consists of the following documents, incorporated herein by this reference:

Pricing
Professional Services Agreement
Project Change Request
Project Completion Form

Customer has read and agrees to the terms and conditions and the documents annexed hereto. This Agreement will be effective only when executed below by both parties.

AGREED TO:

Customer

ImageNet

Authorized Representative Signature

Authorized Representative Signature

Name:
Title:
Address:
Customer Contact:
Email:
Telephone:

Name: Amber Davis
Title:
Address: _____
Contact:
Email:
Telephone:

Attachment D: Statement of Work

Pricing
See Attached Options

Attachment D: Statement of Work

Professional Services Agreement

We abide by the Terms & Agreement set forth by the Office of Management and Enterprise Services for Statewide Contract SW 10131.

Attachment D: Statement of Work

Project Change Request

Project Change Request

PCR Number: _____

Date: _____ Party requesting change: _____

Nature of the proposed change:

Reason for the proposed change:

Impact of the proposed change on project:

Pricing: _____

P.O. to which changes will apply: _____

Schedule Changes:

This Project Change Request is (circle): Approved Rejected

Signatures:

ImageNet Consulting Representative: _____

Customer Representative: _____

Attachment D: Statement of Work

Project Completion Form

Date: _____

I, _____ (Project Manager) agree that ImageNet Consulting has completed this project to the satisfaction of _____ (Company Name) and achieved every goal outlined in this Statement of Work in addition to any change requests that were made during the project. No further work will be done for Client in regards to this project, any additional requests will detailed in a new document with a different project scope.

AGREED TO:

Customer

ImageNet

Authorized Representative Signature

Authorized Representative Signature

Name:

Name:

Title:

Title:

Address:

Address: _____

Customer Contact:

Contact:

Email:

Email:

Telephone:

Telephone:

**Attachment E to
Addendum 1 to
STATE OF OKLAHOMA CONTRACT WITH ImageNet Consulting
RESULTING FROM SOLICITATION NO. 090000414**

The Service Level Addendum is hereby amended as set forth below and supersedes all prior documents submitted by ImageNet or discussed by the parties. The parties agree to use this document or one that is substantially similar.

This Managed Print Services Statement of Work/Service Level Addendum ("SOW/SLA") is entered in to this ____ day of _____ 2020 (the "SOW/SLA Effective Date") is governed by that certain Master Services Agreement ("Agreement") dated June ____20__, by and between ImageNet Office Systems (ImageNet Consulting) and The State of Oklahoma by and through the Office of Management and Enterprise Services for itself and for the benefit of its present and future affiliates (hereinafter referred to as "Customer"). The parties may separately execute additional Statements of Work to be included as part of the Agreement. ImageNet Consulting will provide the services as detailed below for the ImageNet Consulting provided products ("ImageNet Consulting -provided Products"). Products not supplied by ImageNet Consulting which are at Customer's location and either owned or leased by Customer from a third party ("Customer-provided Products") may be eligible for certain ImageNet Consulting services, as specified below, if in ImageNet Consulting reasonable opinion, they are in good operating condition. ImageNet Consulting provided Products and Customer-provided Products (if applicable) may be collectively referred to as "Products."

SOW/SLA Sections

- 1. Summary of Pricing and ImageNet Consulting Services**
 - 2. Pricing**
 - 3. Pricing Assumptions**
 - 4. Intellectual Property**
 - 5. Discovery and Design Services**
 - 6. ImageNet Consulting Deployment Project Management**
 - 7. Hardware Installation – Physical or Physical + Installation to Customer Network**
 - 8. Hardware Support Services**
 - 9. Service Level Uptime**
 - 10. Supplies Replenishment Services**
 - 11. Account Management Services**
 - 12. ImageNet Consulting - Onsite Administrator**
 - 13. Education and Training**
 - 14. Change Management**
 - 15. Escalation Process**
- Appendix A – Equipment Pricing List**

1. Summary of Pricing and ImageNet Consulting Services.

- a) Fees: Set forth in Appendix A and subject to the Sections set forth herein.
- b) Products:
 - (i) BMI + ImageNet -provided Products listed in Appendix A.
 - (ii) Customer-provided Products in Appendix A.
- c) SERVICES: Deployment of Products, Supplies and ImageNet Consulting Services as set forth herein.

2. Pricing.

- a) In consideration of delivery of the ImageNet Consulting Services, Customer will pay the Fees identified in Appendix A.
- b) ImageNet Consulting will provide OEM Supplies for the legacy and future fleet of devices.
- c) In addition to Customer's execution of the Agreement, ImageNet Consulting shall require a valid acceptable purchase order referencing this SOW/SLA and the Agreement in order to begin to provide the ImageNet Consulting Services hereunder, that Customer represents that their execution of this SOW/SLA is a binding

Attachment E: Service Level Agreement

commitment to purchase the ImageNet Consulting Services described herein. However, in the event that Customer does not issue purchase orders as a matter of business practice, Customer hereby warrants and represents that: (i) its signature on the Agreement and the SOW/SLA authorizes ImageNet Consulting to provide the ImageNet Consulting Services hereunder, and (ii) that Customer shall pay for all ImageNet Consulting Services provided to Customer, pursuant to the Agreement and this SOW/SLA without the necessity of a purchase order, and (iii) Customer will not contest payment for the provision of ImageNet Consulting Services hereunder due to the fact that no purchase order was issued.

- d) Customer's discounted labor rate for service not covered by the Fees in Appendix A is \$135 per hour, i.e. line printers, label printers, plotters etc.

3. Pricing Assumptions.

- a) Customer acknowledges that ImageNet Consulting's ability to deliver the ImageNet Consulting Services is dependent upon Customer's full and timely cooperation with BMI Systems, as well as the accuracy and completeness of any information and data Customer provides to BMI+ ImageNet. If, during the first ninety (90) days of the SOW/SLA Effective Date, the assumptions used to develop the SOW/SLA are found to be incorrect or misstated, the parties agree to meet and in good faith to negotiate equitable changes to this SOW/SLA and the associated charges.

4. Intellectual Property.

- a) All Intellectual Property Rights existing prior to the SOW/SLA Effective Date shall belong to the party that owned such rights immediately prior to the SOW/SLA Effective Date. Neither party shall gain by virtue of this Agreement any rights of ownership of Intellectual Property Rights owned by the other.
- b) ImageNet Consulting will retain exclusive ownership, including all Intellectual Property Rights, in all materials created hereunder and will own all Intellectual Property Rights, title and interest in any ideas, concepts, know how, or techniques developed under this Agreement.
- c) Customer acknowledges that information, software, and documentation created by ImageNet Consulting in the course of delivering ImageNet Consulting Services that relate to ImageNet Consulting internal processes and procedures for delivery of ImageNet Consulting Services may be used by ImageNet Consulting to facilitate delivery of similar services to other customers.
- d) Nothing herein shall be construed so as to prevent either party or its affiliated companies from using data processing techniques, ideas, and other know-how gained during the performance of this Agreement in the furtherance of its business, to the extent that this does not result in disclosure of confidential information or unauthorized use of any Intellectual Property Right of the other party.

5. Discovery and Design Services.

- a) Discovery and design service is comprised of three main elements: (i) discovery of the current state fleet of devices (for locations defined in this scope of work), (ii) analysis of the current fleet and (iii) design of a future state fleet of devices.

Following completion of discovery and design activities for each Customer location, ImageNet Consulting and Customer will mutually agree upon the fleet configuration prior to ordering and installation of Products

- b) ImageNet Consulting Responsibilities:

- i) Work with Customer to validate the scope of the discovery effort including sites and device types to be discovered. Discovery scope includes the types of devices to be discovered - printers, faxes, scanners, copiers, large format printers, etc; and specified configuration details or data points to be gathered for each device type.
- ii) Work with Customer to develop a schedule for discovery and design.
- iii) Work with Customer to plan a communication message that communicates the discovery efforts to all affected customer employees.
- iv) Utilize network discovery tools (i.e., Data Collection Agent, Web JetAdmin or other fleet discovery or monitoring tools) when necessary and request access to any printer inventory and monthly copier volume data to help facilitate and augment the discovery process.

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- v) Systematically walk through Customer's locations (included in the scope of the discovery) and identify the location of all discovered in-scope imaging and printing devices. This may include both ImageNet Consulting and non-ImageNet Consulting devices.
- vi) Gather information on the capabilities of specific devices to help understand requirements for the future fleet such as color printing, 11x17 paper handling, two-sided printing, and output capabilities (sorting, stapling).
- vii) Perform formal interviews with key users (as identified by customer) when necessary in order to capture specific usage and end-user print and imaging requirements or requests. Ad-hoc interviews may also occur as the device discovery is taking place. Based on the observations of the technicians, they may ask questions to nearby employees about the usage of specific equipment. Ad-hoc interviews are optional and may be omitted if required by Customer or local regulations.
- viii) Upon completion of the discovery and design effort, ImageNet Consulting will:
 - a. Compile the number and models of devices located within the scope of the discovery and provide current-state utilization data.
 - b. Provide a list of proposed devices in the future fleet (including those existing devices that will be retained and/or removed).

6. ImageNet Consulting Deployment Project Management. ImageNet Consulting will assign a ImageNet Consulting Deployment Project Manager to Customer who will coordinate the initial implementation of the Products at each Customer location set forth and shall:

- i) Act as a single point of contact for Customer during the deployment of the Products.
- ii) Communicate and monitor that Customer requirements for hardware delivery and installation are in place prior to installation activities starting.
- iii) Develop a deployment plan for the delivery and installation of the Products.
- iv) Establish regular communication with Customer to provide status on the deployment schedule through the completion of delivery and installation of Products.
- v) Manage equipment installation activities; manage communication with installation engineers and technicians.
- vi) Provide escalation management for questions related to delivery and installation.
- vii) Provide product labels indicating end-user support numbers and supplies ordering for BMI+ ImageNet.
- viii) Transition ongoing account support to account services manager at the completion of implementation.

A ImageNet Consulting Deployment Project Manager will provide these services, per a mutually agreeable schedule from Monday through Friday, 8:00am to 5:00pm local time at the Product's location, excluding Holidays.

7. Hardware Installation – Physical or Physical + Installation to Customer Network. At a given location, Products will either require standard physical installation (for copier and fax abilities only) or physical + network installation (for copy, print, scan, and fax), to be determined in advance by Customer.

Physical Installation Only

- a) ImageNet Consulting Responsibilities:
 - i) Unbox/uncrate the Products
 - ii) Inventory the shipment against the packing list
 - iii) Set up the Products
 - iv) Install accessories, including memory, paper-handling, duplex-unit, and EIO devices
 - v) Install Consumables (Customer must provide paper)
 - vi) Connect to a Customer-provided power supply
 - vii) Explain Product usage and maintenance
 - viii) Verify Products functionality via a standard print test

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b) Customer Responsibilities:

- i) Provide prompt and necessary access to the Products as requested by ImageNet Consulting
- ii) Provide appropriate electrical power at the installation site
- iii) Provide an installation environment that meets ImageNet Consulting recommended operating environment
- iv) Provide a receptacle or other location for waste packaging materials

c) Physical + Network Installation

ImageNet Consulting Responsibilities:

- i) unbox/uncrate the Products
- ii) inventory the Product against the packing list
- iii) set up the Products
- iv) install accessories, including memory, paper-handling, duplex-unit, and controller devices
- v) install Consumables (Customer must provide paper)
- vi) connect Products to power and network connections
- vii) provide configuration of IP address, network information including IP, default gateway, and subnet mask for each Product
- viii) verify Products functionality via a standard print test
- ix) explain Product usage and maintenance
- x) provide Customer with up-to-date Product drivers
- xi) provide checklist of performed actions
- xii) place excess packaging materials in Customer-provided trash receptacle

Customer Responsibilities:

- i) provide an installation environment that (1) allows reasonable and safe working conditions for the installation team, and (2) meets ImageNet Consulting's, or as may be applicable, third party manufacturer's recommended Product operating environment.
- ii) provide reasonable workspace and an appropriate staging area to prepare Products prior to installation. Such workspace shall include reasonable desk space with power, telephone, and internet access so as to enable the installation team with communications channels to contact ImageNet Consulting and other resources that may facilitate the installation process
- iii) provide a network connection and IP address information for each installed Product
- iv) provide timely and necessary access to the Products as requested by ImageNet Consulting
- v) provide electrical outlets in compliance with Product specifications in appropriate locations and power at the installation site
- vi) perform installation of drivers for each fleet Product on end-user workstations
- vii) provide an installation environment that meets ImageNet Consulting recommended operating environment
- viii) have the person(s) responsible for managing the network environment available at all times during installation

8. **Hardware Support Services.**

a) On-site hardware support. For technical hardware issues that cannot be resolved remotely in ImageNet Consulting judgment, a ImageNet Consulting representative will provide on-site technical support on covered hardware Products to return them to operating condition. For certain Products within 130% of the manufacturer's lifecycle, ImageNet Consulting may, at its sole discretion and at its sole cost, elect to replace such Products in lieu of repairing them. Replacement Products will be either new or equivalent to new in performance. Any replaced Products become the property of BMI+ ImageNet. In addition, ImageNet Consulting may install available engineering improvements to help Customer ensure proper operation of the hardware

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Products and maintain compatibility with ImageNet Consulting supplied hardware replacement parts. At its sole discretion, ImageNet Consulting may install any firmware updates that, in the opinion of ImageNet Consulting, are required to return the covered Product to operational condition or to maintain supportability by BMI+ ImageNet.

b) **Materials.** ImageNet Consulting will provide ImageNet Consulting supported parts and materials necessary to maintain the covered hardware Product in operating condition, including parts and materials for available and recommended engineering improvements. Replacement parts will be new or equivalent to new in performance.

c) **Coverage window.** The coverage window specifies the time during which the described services are delivered on site or remotely. Contract includes an On-site certified technician during business hours 8:00AM-5:00PM.

d) **Onsite response time.** Onsite response time specifies the period of time that begins when the initial service request is received and logged with ImageNet Consulting and ends when the ImageNet Consulting authorized representative arrives at Customer's site, provided the time falls within the specified coverage window. Response times are measured during the coverage window only and may be carried over to the next day for which there exists a coverage window. Response time options available for eligible products are specified in the service-level options section below.

e) **Work to completion; escalation management.** Once a ImageNet Consulting authorized representative arrives at Customer's site, the representative will continue to deliver the service (either on-site or remotely, at the discretion of ImageNet Consulting) until the products are operational or as long as reasonable progress is being made. Work may be temporarily suspended if additional parts or resources are required, but work will promptly resume when they become available. ImageNet Consulting have established formal escalation procedures to facilitate complex problem resolution. Under these procedures, local ImageNet Consulting management coordinates problem escalation, rapidly enlisting the skills of key problem-solving specialists throughout ImageNet Consulting and selected third parties.

f) **Coverage.** ImageNet Consulting Hardware Onsite Support coverage applies to the Products listed in Appendix A, and all BMI+ ImageNet-supplied internal components (such as print boards, controllers, cards, memory, and hard drives), as well as attached accessories purchased together with the related main Product

g) **Customer Responsibilities.** Customer is responsible for the following:

- i) Providing access to the Products; adequate working space; access to and use of information, customer resources, and facilities as reasonably determined by ImageNet Consulting to service the Products, along with an authorized representative present when ImageNet Consulting provides the ImageNet Consulting Services.
- ii) Operating the Products in accordance with the product manufacturer's published specifications, including adhering to any maximum usage limits as specified in the operating manual or technical datasheet.
- iii) Allowing ImageNet Consulting to modify the Products to improve operation, supportability, and reliability, or to meet legal requirements.
- iv) Maintaining a procedure to reconstruct lost or altered Customer files, data, or programs that is not dependent on the number of Products under the ImageNet Consulting Services
- v) Implementing temporary procedures or workarounds provided by ImageNet Consulting while ImageNet Consulting works on permanent solutions
- vi) Notifying ImageNet Consulting if Customer uses Products in an environment that poses a potential health or safety hazard to ImageNet Consulting or subcontractors, ImageNet Consulting may require Customer to maintain the Products under ImageNet Consulting supervision or may postpone service until Customer remedies such hazards.
- vii) Making all reasonable efforts upon ImageNet Consulting request, to support and cooperate with ImageNet Consulting remote problem resolution efforts by:
 - A. Providing all information necessary for ImageNet Consulting to deliver timely and professional remote support and to enable ImageNet Consulting to determine the level of support eligibility

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- B. Starting self-tests and installing and running other diagnostic tools and programs
 - C. Installing Customer-installable firmware updates and patches
 - D. Performing other reasonable activities to help ImageNet Consulting identify or resolve problems, as requested by ImageNet Consulting
 - E. Installing, in a timely manner, all critical Customer-installable firmware updates as well as Customer-replaceable parts and replacement units delivered to Customer.
- j) On-site support and Help Desk Support. A certified technician will be provided to the Customer to support the contract. Service calls are placed through the ImageNet Consulting Phone Support Center ("Phone Support") is accessed by calling a toll free number to be provided to Customer. Once the help desk call is placed, the on-site technician will be dispatched to the call. The on-site technician will provide Customer assistance on issues with their ImageNet Consulting Products. A determination will be made if the device is a mechanical issue or if the issue is a print driver/print que issue. If the issue is mechanical then the technician will provide services along the guidelines of our service contract. If it is a print driver/print que issue then the CUSTOMER NAME's help desk will be contacted for support. Help Desk Support is available Monday-Friday 8 AM to 5 PM, Central Standard Time. After hour support is provided in the contract for Police and Fire Departments (24 hours) and for the City Manager's Office, City Council's Offices, Parks, and Library from 6:00AM until 10:00PM.

ImageNet Consulting support agents will:

- i) Manage scheduling and dispatch of on-site service resources;
- ii) Process Consumable fulfillment requests;
- iii) Manage the support request with an account team that will own issues through resolution;

9. Service Level Uptime.

- a) ImageNet Consulting will use commercially reasonable efforts, but no less than good and workmanlike conduct, to provide Customer with a 95% Service Level Uptime average calculated on a monthly basis. Customer and ImageNet Consulting shall review the Service Level Uptime performance in quarterly reviews, at which time ImageNet Consulting will provide summary reports and supporting documentation from ImageNet Consulting Priority Customer Support Center to substantiate the actual Service Level Uptime for the Fleet. Note: A minimum Fleet size of fifty (50) Products is required as a prerequisite to begin tracking and calculating Service Level Uptime. After a minimum of fifty (50) Products have been installed under the provisions of this SOW/SLA there shall be three full months allowed as a stabilization quarter ("Stabilization Quarter") and the calculation of Service Level Uptime shall begin for the three full months immediately following the Stabilization Quarter.

10. Supplies Replenishment Services.

- a) Consumables. All Consumables supplied under the terms of this SOW/SLA are intended for use only in the Products for which ImageNet Consulting Services are delivered hereunder, and Customer agrees to return such used toner and ink cartridges to ImageNet Consulting by using the ImageNet Consulting provided prepaid shipping label or recycling bins for recycling when consumed. In no event shall Customer use the Consumables provided under this SOW/SLA in other print Products not covered under this SOW/SLA, or use other Consumables required or obtained outside of this SOW/SLA for the Products
- b) Supplies Delivery. On-site support technician will assist the Customer in managing the on-site toner for the contracted equipment. This includes managing par levels and on-site toner. However, the primary function of the on-site technician is to maintain the fleet and keep the fleet devices operational. Customer shall be responsible for the safekeeping of the Consumables, and shall be responsible for reimbursement to ImageNet Consulting for lost, damaged, or stolen Consumables at the then-current price. Consumables billed under a Cost Per Page shall remain the property of ImageNet Consulting until placed into a Product. In addition to ordering Consumables via the ImageNet Consulting Service Portal, Customer or authorized designee may place requests for Consumables via the Phone Support Center. The Phone Center is available for requests from 8 AM to 5 PM, Central Standard Time, Monday through Friday, excluding Holidays. Upon termination of this SOW/SLA, Customer shall return all Cost Per Page Consumables that have not been

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placed in a device to ImageNet Consulting within 10 business days.

- c) ImageNet Consulting Responsibilities:
 - i) Monitored Fleet: ImageNet Consulting require Remote Monitoring capability to provide this service.
 - ii) ImageNet Consulting support processes will be available through the Service Portal, Phone Support Center and e-mail.
 - iii) ImageNet Consulting will consult with Customer to establish mutually agreeable delivery model based upon ImageNet Consulting standard delivery options.
 - iv) ImageNet Consulting reserves the right to audit cost per image and cost per cartridge usage to ensure proper placement.
- d) Customer Responsibilities:
 - i) Identify a single point of contact to work with through the implementation of Automated Toner Delivery.
 - ii) Provide the contact names, email addresses and phone number of people responsible for replacing toner cartridges into devices.
 - iii) Provide delivery locations for toner delivery.
 - iv) Notify ImageNet Consulting of any change in device location.
 - v) Notify ImageNet Consulting when there is a change to "consumable notification" of a contact name, phone number and/or email.
 - vi) Installing a received consumable into the intended device unless ImageNet Consulting. The technician on site will assist in this process but is not responsible to replace the toner in the device. Consumables will be available to end user to switch the toner out when empty.
 - vii) Report issues with toner delivery through Customer's standard support process.
- e) Service Prerequisites:
 - i) Remote Monitoring Software installed and properly configured.
 - ii) Managed Print Services devices must be networked and visible to ImageNet Consulting Remote Monitoring Software.
 - iii) ImageNet Consulting typically collects additional information which may include consumable contact name, address, phone number and email.
- f) Limitations and Scope:
 - i) Non-supported device types.
 - ii) MICR toner reordering is not included as part of this service.
 - iii) Non-supported devices require Customer to place an order through the web portal or through the phone based support team.

11. Account Management Services.

- a) The Account Manager ("Account Manager") will provide Customer:
 - i) Detailed contacts and procedures for ongoing Services deliverables;
 - ii) A single point of contact to Customer for all issues and questions regarding ongoing service deliverables, and billing;
 - iii) A single point of contact to manage all Change Orders related to this SOW/SLA;
 - iv) An escalation process for all issues that arise from this SOW/SLA;
 - v) Recommendations regarding changes to the Fleet.

The Account Manager will also plan, schedule, and lead up to four (4) account review meetings per year with Customer and BMI+ ImageNet. Such reviews may be conducted in person. Topics for the account review shall include analysis, summarization, and recommendations related to the previous period's collected fleet data.

- b) Tracking and Reporting Services. The print tracking and reporting services, which can be a combination of automated and manual processes, will be used to track and report on the total actual print volume of the Products. Customer may use the ImageNet Consulting Service Portal for such tracking and access to standard

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reports. Tracking and reporting services will be executed as follows:

- i) ImageNet Consulting will develop a tracking and reporting plan for the Products, which shall consist of secure remote access to Customer's network and use of hardware and software ImageNet Consulting Tools.
- ii) ImageNet Consulting will implement according to the agreed upon tracking and reporting plan. Such plan will include frequency of reporting, method of delivery, as well as the data that will be tracked.

The Account Manager will provide the above services, either onsite or remotely, at ImageNet Consulting discretion, from Monday through Friday, 8:00am to 5:00pm, Customer local time at the Product's location, excluding Holidays.

- c) Customer Obligations. Customer will assign a single point of contact to work with ImageNet Consulting for all print tracking activities. These activities will include the following:
 - i) Collaboration with ImageNet Consulting to plan and design a solution that allows for the collection of page counts on all Products covered under this SOW/SLA; and subsequent approval of the plan and schedule within a reasonable timeframe in relation to the deployment plan.
 - ii) Coordination with ImageNet Consulting and appropriate Customer resources for the network access and installation of the ImageNet Consulting Tools on Customer's network.
- d) Technology Review Meetings - From time to time, ImageNet Consulting and Customer may participate in mutually agreed upon technology review meetings to discuss new technology, software and firmware upgrades, and new hardware Products that may be appropriate for consideration as a modification or addition to the existing Products, so long as such new technology, software and firmware upgrades are within the scope of the contract. Based on the results of the technology review process, ImageNet Consulting will, whenever reasonably possible, develop a proposal which includes pricing and an implementation plan, typically on a site-by-site basis for Customer's consideration. In the event that Customer would like to implement any of the new technology products that may be available, the parties agree to document any such agreement in a separate SOW/SLA or a Change Order to an existing SOW/SLA.
- e) ImageNet Consulting Service Portal -The ImageNet Consulting Service Portal provides the following functionalities:
 - i) view account information, including a listing of the Fleet's Products, Products location addresses, and supplies information view Consumable usage information;
 - ii) view page count tracking and utilization information (if Remote Monitoring technology is deployed);
 - iii) request supplies;
 - iv) request maintenance kit shipment or replacement;
 - v) request a service call;
- f) Remote Monitoring - With the Remote Monitoring service ("Remote Monitoring"), ImageNet Consulting provides remote monitoring software ("Remote Monitoring Software"), also referred to as one of the "ImageNet Consulting Tools" as defined in the Agreement, and ImageNet Consulting provides the following:
 - i) ImageNet Consulting will install the Software inside Customer's environment;
 - ii) ImageNet Consulting will procure and provide associated licensing for software;
 - iii) ImageNet Consulting will install, configure and test the Software with Customer's IT staff assistance;
 - iv) ImageNet Consulting will create the usage reporting infrastructure;
 - v) ImageNet Consulting will set up the page reporting infrastructure for the service;
 - vi) ImageNet Consulting will provide all support and maintenance for the Software;
 - vii) ImageNet Consulting will manage the Software and provide latest updates;
 - viii) All terms and conditions that apply to ImageNet Consulting Tools apply to the Software. The Software collects usage data on Products from predefined MIBs, using SNMP get requests. For greater security, the Product initiates communication solely with the ImageNet Consulting Data Repository. Communication sessions are conducted via HTTPS (port 443), the universal standard in secure transactions. The Remote Monitoring Software sends and receives data in a single hourly session. The Remote Monitoring Software contains no data other than the network configuration required to log

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onto the network.

Customer provides:

- i) Host name;
- ii) Fully qualified domain name;
- iii) IP address;
- iv) DNS entries (primary and secondary);
- v) Subnet mask;
- vi) Default gateway (which must provide the Product with access to the internet over port 443 to connect to ImageNet Consulting and all Customer subnets containing Product on contract);
- vii) Proxy name, port number, user name and password (if required for Internet access);
- viii) Port 443 outbound access;
- ix) SNMP with 161 UDP access to all subnets containing Product on contract.

12. ImageNet Consulting – Onsite Technician

ImageNet Consulting proposes to provide one full-time employee to the Customer. The Onsite Technician will office at a location to be determined at a customer site in Oklahoma City, Oklahoma. The Onsite Technician's full roll and job description will be mutually determined before the onset of the contract. The Onsite Technician will be primarily responsible for providing a wide range of support for the Customer fleet of single function and multi-function printers and copiers, as well as, respond to help desk calls directly for all printer and multi-functional calls.

Primary:

- a) Provide first call response to all contracted printer and multi-functional devices. Ensure fleet is operational at all times.
- b) Control the paper supply ordering for the devices for contracted devices
- c) Control the ordering and par level control of all toner for contracted devices
- d) Control the on-site parts inventory for contracted devices
- e) Communicate with Account Manager with any trouble devices
- f) Monitor device status through diagnostic software
- g) Preventative Maintenance on all contracted equipment

Secondary:

- a) Assist the City in loading paper and toner in the devices
- b) Control the removal of recycled laser cartridges and toner cartridges

13. Education and Training.

- a) Training Plan. ImageNet Consulting will provide development and documentation of a training plan designed to educate Customer's end-users about the features and full functionality for the specific Products which will be specified in this SOW/SLA. Customer will be responsible for describing its current education and communication processes and working with the ImageNet Consulting training technician to jointly develop the training plan. The resulting training plan shall consist of the following:
 - i) Onsite end-user training;
 - ii) Outline of education solutions such as training, job aids, and resource materials;
 - iii) Logistic plans and delivery schedules;
 - iv) An outline of communication events, describing the purpose, key points and designated audience;
 - v) Such events may include e-mails, presentations, posters, and other media;
- b) Onsite Training Time and Location. End-user training will consist of 4 same-curriculum training sessions

Attachment E: Service Level Agreement

lasting approximately one (1) hour each. Recommended class size for each such session is twenty-five (25) end-users. Training will be provided at a mutually agreed time and date, Monday through Friday, excluding Holidays, during the hours of 8:00am - 5:00pm local time at the Product's location.

- c) **Customer Obligations.** For on-site end-user training, Customer shall provide an appropriate training environment (e.g., a conference room) and basic training aids, as may be reasonably requested by BMI Systems, to include a projection system that can be directly connected to a personal computer or an overhead projector.
14. **Change Management.** Any changes to this SOW/SLA or requests by Customer for additional ImageNet Consulting Services (including Products, support services and supplies management services), must be agreed upon by the parties in writing through a change order, which shall include a description of such additional ImageNet Consulting Services and the new pricing ("Change Order"). The Change Order process is as follows:
- a) **Submission by Authorized Representative.** The parties shall designate authorized representatives in writing. The authorized representative of either Customer or ImageNet Consulting shall request changes to the SOW/SLA by submitting a written Change Order request to the authorized representative of the other party.
 - b) **Change Order Review.** The recipient of the Change Order request will review it and approve it, reject it, or ask for an extension of review time no event later than five (5) business days after receipt. Until a Change Order is executed, the parties shall perform under the Agreement as if such Change Order had not been requested. Change Order requests shall be evaluated on an individual basis to determine their effect on pricing, payment, or other contract terms.
 - c) **Change Order Execution.** Authorized representatives of the parties shall execute the Change Order prior to ImageNet Consulting acting on such proposed Change Order. Upon the Parties' acceptance and execution of a Change Order, ImageNet Consulting will make commercially reasonable efforts to implement the change within seven (7) business days.
 - d) **Adding / Moving Products and Accessories.**
 - i) The addition of any Products to the SOW/SLA will be handled through the Change Management Process. The applicable pricing for any additional Products will be quoted at the Fees in effect at the date of the Change Order, unless pricing for such add-on Product(s) has been provided as part of this SOW/SLA in which case, such pricing will be as set forth in Appendix A.
 - ii) When adding Products, the forecasted page volume associated with such add-on will be specified in the Change Order.
 - iii) **Adding Accessories.** The addition of any accessories to the Products (paper trays, cables, etc.) and the applicable pricing for such accessories will be handled through the Change Management Process.
 - iv) **Moving Products.** Either party may request the movement of Products though initiation of the Change Management Process. The relocation of Products may be subject to additional charges (such as de-installation/move/and re-installation charges), and may modify the response time, all of which will be set forth in the Change Order. Customer may move Products, upon ImageNet Consulting approval, via the Change Management Process; however, in the event Customer moves the Product(s), Customer assumes all responsibility and liability associated with the relocation of the Product(s).
15. **Escalation Process.** Each party may notify the other of matters that need to be managed and resolved in a timely and efficient manner. Customer may raise such matters to BMI Systems' Account Manager. If the issue is not resolved in a mutually agreeable period of time, Customer may notify ImageNet Consulting general manager or other higher levels of management within BMI+ ImageNet. ImageNet Consulting may raise such matters to Customer's contracts manager, and if the issue is not resolved in a mutually agreeable period of time, ImageNet Consulting may notify other higher levels of management within Customer. The parties will use commercially reasonable efforts to resolve any delays.