

## Professional Services Agreement

This is an Agreement between **Ramsey County**, a political subdivision of the State of Minnesota, on behalf of Information Services, 121 7th Place East, Metro Square 2300, Saint Paul, MN 55101 ("County") and **Compulink Management Center, Inc.**, a California Corporation DBA Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, registered as a Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from October 25, 2021 (the "Effective Date") and shall continue for two (2) year and may be renewed up to three (3) additional one-year periods. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

### 2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

#### 2.1.

#### **Software Licensing, Software Support, Professional Services and Training Services**

##### **2.1.1 Software Licensing**

a. Contractor grants County a limited, nonexclusive, non-transferable, non-sublicensable license to use Contractor's Laserfiche enterprise document management subscription software ("Software") as described on the Contractor's Price Sheet attached to this Agreement and incorporated herein as **Attachment A**, subject to the terms and conditions of this Agreement, the Laserfiche End User License Agreement ("EULA") attached to this Agreement and incorporated herein as described on **Attachment B**, and the Documentation which accompanies the Software. "Documentation" means the getting started guides, user guides, user quick reference guides, and other technical and operations manuals and specifications published by Contractor for the Software. The Software will be hosted at the County in a County-owned physical or virtual data center or a County-owned AWS or Azure environment (collectively, "Self-Hosted Environment").

c. The County will purchase licenses for the Software and related services according to the type of license or service and number of users as described in the Contractor's Price Sheet attached hereto and made a part of this Agreement as **Attachment A**. The County will purchase licenses for the Software and related services pursuant to a purchase order ("PO") or statement of work ("SOW"). If the designated Self-Hosted Environment upon which the Software is hosted becomes inoperable or is replaced, the County may transfer the Software to a new or replacement Self-Hosted Environment.

d. The County may allocate its user licenses for the Software among County users consistent with the EULA.

e. In the event of any conflict between this Agreement and any attachments or any future revisions of those attachments, this Agreement shall control.

### **2.1.2 Software Support**

a. The Contractor will provide software support to the County upon purchase of the Software. Contractor will provide the County support to the Software under the terms set forth in **Attachment C**, attached to this Agreement and incorporated herein, Laserfiche Software Support Plan (the “LSSP”). The LSSP fees shall be as set forth in **Attachment A**. The LSSP fee is an annual fee payable in advance upon renewal. Support for the Software will commence upon delivery and installation of the Software.

b. RESERVED.

c. Support for Deliverables developed under an SOW will be covered under the project until project closeout as defined in the SOW. After project closeout, the Deliverables will be supported under LSSP (for core off-the-shelf Laserfiche Software), its VIP Professional Services Package, or Professional Services, as applicable.

### **2.1.3 Professional Services**

a. When Professional Services are needed the County will send an email to the Contractor providing the necessary information including but not limited to the location, project description, timeline, milestones, and Deliverables.

b. Contractor shall provide the particular consulting and software customization, development, integration, installation and implementation services (“Professional Services”) described in an SOW executed by the parties. The fees for said Professional Services shall be as set forth in **Attachment D**.

c. If Contractor develops any non-core software products, applications or integrations for the County (which are not found on **Attachment A**), charges for Contractor’s services will be due as provided in the SOW. Support for such non-core software products will be charged as Professional Services at the hourly rates set forth in **Attachment D**.

d. Contractor shall list its designated Project Manager on each SOW, provided that in the event of any changes to Contractor’s designated Project Manager, County can reasonably request changes to the designated Project Manager for that SOW. The Project Manager will serve as the Contractor’s senior representative and contact person with regard to the Professional Services furnished to the County under an SOW.

e. Contractor will designate a representative for monthly meetings with the County, either in person or by telephone conference, to review the progress of all work under an SOW. If requested by the County, the Contractor will prepare and submit to the County each month a written report setting forth the status of such work in a format to be mutually agreed upon between the parties.

f. Reserved.

g. If either party wishes to change, modify, or supplement an SOW, the party wishing to make a change will provide the other party a written request describing said change. Contractor will promptly notify the County if such change order requires an adjustment to the fees, schedule, services or Deliverables as set forth in the SOW. If the County agrees to the change, the Contractor will prepare an amendment to memorialize such change, which must be signed by both parties. If the parties do not agree to a change request, each party will continue to perform its obligations under existing SOW.

### **2.1.4 Contractor’s Tasks/Milestones**

Contractor agrees to perform all of the tasks or milestones described in any SOW issued against this Agreement.

### **2.1.5 Deliverables Definition and Acceptance**

a. “Deliverable” means any of the services identified in an SOW as a Contractor deliverable for each project phase. All Deliverables are subject to the Deliverables Acceptance Process described in the SOW or b below, as applicable.

b. This subsection will apply unless otherwise provided in the SOW. When a project phase Deliverable is submitted for review and acceptance, the County has up to ten (10) business

days to review the Deliverable and provide written notice to the Contractor of acceptance, or notice of any defects or deficiencies in the Deliverable. The County may reject a Deliverable that does not meet the requirements of the SOW. If the County does not provide written notice to the Contractor specifying any particular defects or deficiencies in the Deliverable within ten (10) business days, the County will be deemed to have accepted the Deliverable. The Contractor will have a period of up to thirty (30) calendar days to correct any project phase Deliverable deficiency or to provide a temporary workaround if the deficiency cannot be remedied by Contractor within 30 calendar days of the notice of deficiency. If Contractor provides a temporary workaround within 30 calendar days of notice of the deficiency, Contractor will then have an additional 60 calendar days within which to provide a viable application solution. The parties agree that, if an SOW provides for different or inconsistent terms governing the Acceptance of a Deliverable, the SOW terms will govern the Acceptance process.

Core Software Change. If the deficiency requires a change to the core Software, and Contractor cannot provide a temporary workaround within 30 calendar days from the time the issue has been confirmed, then Contractor will work diligently, as evidenced by reasonable updates, until it provides a workaround, hotfix, or permanent solution unless it would be economically infeasible or the deficiency is a minor problem that can be worked around with no loss of material functionality and little to no impact to the end user. After a workaround or hotfix has been provided, Contractor will include a permanent solution in the maintenance release or patch after the next scheduled maintenance release or patch. If the Contractor fails to correct the deficiency within the required time period(s) or fails to work diligently after 30 calendar days from the time a core Software issue is confirmed, the County may treat the failure as failure to cure under Section 7.20.2 and terminate the SOW.

#### **2.1.6 User Acceptance Test**

a. Unless expressly otherwise agreed upon by the Parties, any Deliverable developed or provided pursuant to any SOW will be subject to a User Acceptance Test (“UAT”) described in a particular SOW and the Deliverables Acceptance procedure described in 2.1.5.b, as applicable.

#### **2.1.7 Training Services**

a. Contractor shall provide the particular training services (“Training Services”) described in any PO or SOW executed by the parties. The fees for the applicable Training Services shall be as set forth in **Attachment A** or **Attachment D** under Professional Services Fees.

#### **2.1.8 New Product Suites of the Software**

a. Contractor will give County 100% credit of its license fees for the Software toward the purchase of licenses for new product suites of the Software. Contractor periodically publishes new product suites of its Software, which bundle new features not previously included in the County’s existing product suite and make improvements in system design and architecture which combine to improve performance and capability. As a result, the new Software product suite may be priced higher than the County’s existing Software product suite. Contractor will only credit the license fees the County actually paid for its current Software product against the new product suite. The Contractor does not credit the County’s annual LSSP payments, VIP payments or other Support or Professional Services payments or other interim purchases the County may have paid for installation, training, upgrades, ancillary programs, additional professional services and consulting. Pricing for new product suites of the Software will be added to **Attachment A** in the form of a written amendment to the Agreement signed by the parties.

### **2.1.9 Subcontracts to Value Added Reseller**

Contractor agrees to subcontract with the Laserfiche Solution Providers (“SPs”) identified in **Attachment E, “Laserfiche Solution Providers,”** to provide Professional Services pursuant to this Agreement. The SPs listed in **Attachment E** have been mutually determined by the Parties to be qualified to provide these Professional Services. Any changes to **Attachment E** shall not become effective until reduced to writing and signed by the Parties.

The County may, in its sole discretion, designate projects for which it may choose from these SPs. The County will pay for Professional Services provided by these SPs at the rates identified in **Attachment D**.

**2.2** Services that must reasonably be provided onsite (i.e., services that are impractical to furnish remotely), shall be provided at various County offices.

**2.3** The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) business days notify the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services timely. The foregoing conditions will be subject to the provisions of the Force Majeure Clause in this Agreement.

### **2.4 RESERVED**

**2.5** The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

## **3. RESERVED**

## **4. Cost**

### **4.1.**

The County shall pay the Contractor the following unit rates: the total price in each individual PO or SOW at rates set forth in **Attachment A** or **Attachment D**, as applicable to method of purchase.

### **4.2 Travel and Expenses**

The hourly rates identified in **Attachment D** are not inclusive of reimbursable out of pocket expenses. Reimbursement of expenses will be made consistent with County policies. The County will reimburse only the actual cost of out-of-pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare reasonably available at the time travel is booked and taking into account Contractor’s policy of choosing the fastest route with fewest stops with no overnight travel. Lodging, meals, ground transportation and incidentals necessitated by any PO or SOW will be reimbursed according to the Internal Revenue Service (“IRS”) Regular Per Diem Rate Method or actual cost, whichever is less. Reimbursable expenses will not exceed the amount delineated in each PO or SOW. The Contractor may not incur additional expenses without prior authorization from the County in the form of a written amendment to a PO or SOW signed by the parties.

## 5. Special Conditions

### 5.1. RESERVED

### 5.2. Non-Disclosure

a. Each party to this Agreement acknowledges that during the course of the Agreement, as it may be amended, a party may disclose to the other party certain information and materials that are nonpublic, confidential and proprietary in nature to the disclosing party (the "Proprietary Information"). The parties agree that any Proprietary Information will be kept confidential and used by the receiving party only in connection with the performance of the party's obligations under this Agreement and the receiving party will not use the Proprietary Information in any way that is detrimental to the disclosing party or for the benefit of a third party. Only employees and authorized representatives of the receiving party who need to review the Proprietary Information in connection with performance of the party's responsibilities under this Agreement may access and view the Proprietary Information. The receiving party will not disclose the Proprietary Information or any portion thereof to any other person or entity without the disclosing party's prior written consent. The receiving party also agrees that it will use its reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or use of the Proprietary Information, including without limitation, implementing reasonable commercial measures, which the receiving party uses to protect its own highly sensitive confidential information.

b. The following information shall not be considered Proprietary Information for the purposes of this Agreement: (i) information previously known when received from the other party; information freely available to the general public; information which is now or hereafter becomes publicly known by other than a breach of this Agreement or a breach of a contractual, fiduciary, statutory or other legal obligation by the receiving party or a non-party to this Agreement; information which is developed by one party independently of any disclosures made by the other party of such information; or (iv) information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

c. Either party shall notify the other party immediately upon discovery of any prohibited use or disclosure of the Proprietary Information, or any other breach of these confidentiality obligations by the notifying party, and shall fully cooperate with the other party to help the other party regain possession of the Proprietary Information and prevent the further prohibited use or disclosure of the Proprietary Information.

d. If a receiving party receives a request from a third party for access to data, the disclosing party has identified as Proprietary Information, the receiving party shall notify the disclosing party and the disclosing party shall, if it objects to disclosure of the data, take all steps necessary to prevent the disclosure of such Proprietary Information at its own cost and shall indemnify, defend and hold the receiving party harmless from any costs incurred in relation to such request for access and the disclosing party's action to prevent the disclosure.

e. The receiving party acknowledges and agrees that any and all Proprietary Information is and will remain the sole property of the disclosing party and the unauthorized, inadvertent or illegal disclosure of Proprietary Information will not alter its confidential character.

f. To the extent that this Section 5.2. (Non-Disclosure) conflicts with any provision in Section 7.6 (Data Practices) or 7.7 (Security), the provisions of Sections 7.6 and 7.7 shall govern and take precedence over those in Section 5.2.

## 6. County Roles and Responsibilities

- A. County agrees to make available to Contractor, upon reasonable notice, computer programs, data and documentation required or requested by Contractor to perform the Services.

- B. Primary Contact. County will designate its own Primary Contact to be County's senior representatives and contact person with regard to the Services to be furnished to County pursuant to this Agreement; and should this person no longer be active on the Contractor project or cease to be employed by County, County must designate a successor Primary Contact reasonably acceptable to Contractor.
- C. County agrees to make available and provide timely (e.g., within two to three business days) access to necessary personnel to ensure project success. This includes:
  - 1. A designated Project Manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
  - 2. IT personnel such as system administrators, database administrators, help desk, etc.
  - 3. Subject matter specialists to provide information on County's system, file plan, and applicable business processes.
- D. County will ensure timely participation (e.g., within two to three business days) of all stakeholders and specialists during the engagement.
- E. At the end of each phase, County will approve in writing the deliverables of each phase (e.g., within two to three business days) in order to meet the project timelines.

## **7. General Contract/Agreement Terms and Conditions**

### **7.1. Payment**

#### **7.1.1. RESERVED**

#### **7.1.2.**

No payment will be made until the invoice has been approved by the County, and the County will act in good faith in approving and paying invoices.

#### **7.1.3.**

Payments will be based on a negotiated payment schedule.

### **7.2. Application for Payments**

#### **7.2.1.**

The County will pay the Contractor for services and Deliverables up to the agreed upon amount price for such services and Deliverables in each PO and/or SOW. Services and Deliverables are subject to the warranty and acceptance procedures described in the SOW or Agreement, as applicable. All prices must reference back to the amounts in **Attachment A** or **Attachment D**, as applicable.

#### **7.2.2.**

Invoices for any goods or services not identified in this Agreement or in a PO, SOW, or e-mail from the designated County project manager will be disallowed. Similarly, Contractor will not be obligated to furnish any goods or services to the County that are not identified in this Agreement or in a PO, SOW or email from the designated County Project Manager.

**7.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

**7.2.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges.

**7.2.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

**7.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**7.3. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the County.

**7.4. Successors, Subcontracting and Assignment**

**7.4.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

**7.4.2.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

**7.5. Compliance With Legal Requirements**

**7.5.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

**7.5.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the

contract, including registration to do business in Minnesota with the Secretary of State's Office.

## **7.6. Data Practices**

### **7.6.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

### **7.6.2.**

The Contractor will comply with all requirements as applicable of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

### **7.6.3.**

The Contractor shall encrypt the computers or any other storage devices in which County data is contained or which are used to access County data to which Contractor is given access in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor.

### **7.6.4.**

County will retain ownership of, and title to, its existing intellectual property and all of County's content, data files, records, and similar materials developed, created, generated, used or stored by County.

## **7.7. Security**

### **7.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

### **7.7.2.**

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the



Security or Privacy incident which occurred as a result of Contractor's negligence or breach of warranty and not as a result of any act or omission by the County or its personnel or third parties who are not employees, subcontractors, or agents of Contractor.

**7.7.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

**7.7.4.**

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

**7.7.5.**

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

**7.7.6.**

Contractor will provide the software and services in accordance with the County's Information Security for On Premise Solutions ("Security Exhibit") attached and incorporated into this Agreement as **Exhibit 2**.

**7.8. HIPAA and CJIS Compliance**

**7.8.1.**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

**7.8.2.**

Contractor's Duties under this Agreement will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County. The County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under the Statement of Work (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and incorporated herein by reference as Exhibit 1.

**7.8.3. CJIS Compliance**

Contractor and all applicable employees and/or subcontractors must be in compliance with all applicable data security rules and regulations. Contractor must maintain an overall understanding and provide the current level of compliance with Federal Bureau of Investigation's Criminal Justice Information Services (FBI CJIS) Security Policy 5.4, and related security policy(ies) or its successor version(s), including the CJIS Security Addendum, **Exhibit 3**, and the CJIS Security Addendum Certification, **Exhibit 4**, as well as the Minnesota Bureau of Criminal Apprehension's Minnesota Justice Information

Services (BCA MNJIS) security requirements outlined in FBI CJIS requirements document(s) and BCA Security Policy 5050, or its successor version(s). Exhibit 3 and Exhibit 4 are attached and made a part of the Agreement

## **7.9. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all third-party claims against the County (referred to as "Claims"), including all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, if and to the extent caused by or resulting from any willful or negligent act or omission or breach of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

Contractor's indemnification obligations set forth in this Agreement will not apply if, and to the extent that, a Claim arises out of: (i) the County's use of Laserfiche Software after Contractor notifies the County to discontinue running it due to the risk of a loss resulting from an infringement claim, provided that Contractor offers the County a reasonable alternative, temporary fix, or workaround; or (ii) the combination of Laserfiche Software with a non-Laserfiche Software product, data, or business process that is not installed, approved or recommended by Contractor; (iii) the modification, alteration, integration, or reconfiguration of Laserfiche Software, except when performed, approved or recommended by Contractor; (iv) Contractor's modification of the Software in compliance with technical specifications or a method or process provided by the County, unless Contractor knew of the potential infringement at the time of such modification and did not notify the County; (v) any willful or gross negligent act or material omission or material breach of the County, or its officers, agents or employees, in the execution, performance, or failure to adequately perform the County's obligations pursuant to this Agreement; (vi) any conduct, act or omission by any person that is not employed, authorized, or approved by Contractor; or (vii) any force majeure or other circumstance that is beyond Contractor's control or management responsibilities.

Contractor's indemnification obligations apply only if County promptly notifies Contractor in writing of the Claim, but the County's failure to provide timely notice shall only relieve Contractor from its indemnification obligations (i) if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor, or (ii) upon obtaining knowledge of infringement the County delays by more than thirty (30) days giving written notice to Contractor of the Claim.

## **Indemnification Against Infringement**

**7.10.1** Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses ("Claims") to the extent arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding and all related settlement negotiations. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

**7.10.2** If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the

agreement with the County (or if the Contractor comes to believe such enjoyment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, or documentation and refund any license fees and any other costs paid by the County in conjunction with the license or use of the materials, reports, documents, data, or documentation less a deduction for use and obsolescence based on a straight-line depreciation of such fees over a useful life of three (3) years.

## **7.11. Contractor's Insurance**

### **7.11.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

### **7.11.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

### **7.11.3.**

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

#### **7.11.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

#### **7.11.3.2.**

Ramsey County, its officials, employees, and agents shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

### **7.11.4.**

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

#### **7.11.4.1.**

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

#### **7.11.4.2.**

If the Contractor is providing services to clients, customers, patients, and inmates, and not directly to the County, then Ramsey County, its officials, employees, and agents,

shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

**7.11.5.**

Workers' Compensation as required by applicable Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

**7.11.6.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

**7.11.7.**

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

**7.11.8. Cyber and Technology Products and Services Liability Insurance**

Contractor shall obtain and maintain Cyber & Technology Products & Services Liability insurance, including first-party and third-party costs, for any privacy breach or security failure arising out of Contractor's performance of its services under this Contract that compromises Ramsey County Data.

- \$3,000,000 for each wrongful act that provides coverage for: Liability related to the rendering of or failure to render technology product and services;
- Liability for network security failures, privacy breaches and system failures, including but not limited to loss or unauthorized access, use or disclosure of data, whether by Contractor or any of subcontractor or cloud service provider used by Contractor;
- Breach Response Costs associated with a network security failure, privacy breach or system failure, including but not limited to: costs to notify affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, credit monitoring and identity fraud resolution services;
- Expenses related to a regulatory proceeding including but not limited to regulatory investigatory costs, fines, fees and penalties;
- Payment Card Industry fines, fees, penalties and assessments;
- Cyber extortion payments, investigatory and response costs (i.e., Ransomware Coverage);
- Business Income Loss and Extra Expenses resulting from a network security or system failure of your computer network and/or a third parties' computer network
- Costs of restoring or replacing data
- Multimedia liability.

Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions, and deductibles will be provided to Ramsey County upon request. Contractor will be responsible for any and all deductibles, self-insured retentions or waiting period requirements. Contractor's insurance will be primary and non-contributory to any other insurance available to Ramsey County. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the Cyber Liability policy is written

on a claims-made basis and non-renewed at any time during and up until the project completion signing date, Contractor shall purchase an Extended Reporting Period for at least a two-year period. Ramsey County will be named as an additional insureds and Contractor's policy will provide a carve-back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds. Ramsey County will be provided with a waiver of subrogation by endorsement to the Contractor's policy. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII."

If the policy is claims-made, the retroactive/prior acts date of such coverage shall be prior to the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years following completion of the work. The policy shall not be cancelled prior to the expiration of this contract for any reason, except non-payment of premiums. If the policy is canceled or nonrenewed within three (3) years completion of the work, Contractor must purchase extended reporting period coverage for remaining period.

**7.11.9.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

**7.11.10.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**7.11.11.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**7.11.12.**

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable.

**7.11.13.**

Attachment G to this Agreement is Contractor's Certificate of Liability Insurance presently in force and effect. Contractor will give the County at least 30 days prior written notice if any policy listed in Attachment G is materially changed to reduce scope of coverage or coverage limits.

**7.11.14.**

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**7.12. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

## **7.13. Notices**

### **7.13.1**

All notices to County under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. Notices shall be directed to: Contract Administrator, 90 W Plato Blvd., St Paul, MN 55107.

### **7.13.2**

To provide notice to Contractor under this Agreement, County must contact Contractor as follows: (a) by facsimile transmission to the fax number posted on the Contractor's Laserfiche Site for the applicable Laserfiche entity the County contracted with, attention Legal Department; or (b) by personal delivery, overnight courier or registered or certified mail to the applicable Laserfiche entity the County contracted with, attention Legal Department, at the address specified for such Laserfiche entity posted on the Contractor's Laserfiche Site. The County may also notify Contractor by sending an email to [notices@laserfiche.com](mailto:notices@laserfiche.com) directed to the attention of the Legal Department, provided that the County shall also provide a copy of such notification using the methods described in sub-clause (a) or (b) hereof. Contractor may update the facsimile number, or email address, or address for notices to us by posting a notice on the Contractor's Laserfiche Site or giving Licensee email notice in accordance with subsection 7.13.1. Notices will be effective on the second business day following their receipt by Contractor.

## **7.14. Non-Conforming Services**

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

## **7.15. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff up to an amount determined in good faith reflecting the exact amount of damages due the County from the Contractor until such time as the actual damages are determined by a court.

## **7.16. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

## **7.17. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it

is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

### **7.18. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

### **7.19. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

### **7.20. Termination**

#### **7.20.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

#### **7.20.2.**

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, thirty (30) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the thirty (30) day cure period or such longer cure period as the parties may have agreed upon in this Agreement or any PO, SOW or SOW amendment, the County may terminate this Agreement upon expiration of the cure period. If the County fails to cure a deficiency within thirty (30) days of receipt of notice of the deficiency, or such longer cure period as the parties may have agreed upon in this Agreement, or any PO, SOW, or SOW amendment, the Contractor may terminate this Agreement upon expiration of the thirty (30) day notice period.

#### **7.20.3.**

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

#### **7.20.4.**

Upon termination of this Agreement for any reason or upon demand by County, all County data within possession of Contractor or its subcontractors, shall be promptly returned to the County in a format agreeable to County (or destroyed if destruction is requested specifically). Upon County's written request, an authorized officer of Contractor will certify in writing that Contractor has complied with this section. If the

Contractor is required by law to maintain custody of any County data or is unable to reasonably return or destroy any County data, then the Contractor agrees to continue to fully protect such data until it can be returned or destroyed.

## **7.21. Interpretation of Agreement; Venue**

### **7.21.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

### **7.21.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

## **7.22. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

## **7.23. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

## **8. Special Contract Terms and Conditions**

### **8.1. Obligations**

This Agreement does not obligate the County to order any services from the Contractor nor does it guarantee the Contractor a specific volume of business.

### **8.2. Contractor's Personnel**

Contractor shall ensure, that during the term of a PO, SOW, or SOW amendment, it has adequate staff of competent personnel to perform the services and provide the Deliverables set forth in any PO, SOW, or SOW amendment. The County may, at any time, request in writing, the withdrawal or replacement of any personnel assigned to an SOW and such request shall not be reasonably refused by the Contractor.

The Contractor shall not replace or withdraw any personnel assigned to a PO, SOW, or SOW amendment without prior written notice to the County.

### **8.3.** This Agreement supersedes and controls any terms and conditions in an acknowledgement of an order or on an invoice that are different from or in addition to those contained in this Agreement.

### **8.4. Warranty**

**8.4.1** The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.



**8.4.1.1. Warranty and Standard of Performance**

- a. Professional Services Deliverables Warranty. Contractor warrants that (1) all Professional Services will be performed in a professional manner by qualified and competent personnel consistent with all software industry standards of professional services, (2) all Professional Services Deliverables, as and when furnished, will be free from material deficiencies and will substantially conform to all specifications in the applicable SOW (including performance capabilities, specifications, configurations and functions); (3) all Professional Services Deliverables will be prepared in a form and content satisfactory to the County and delivered in a timely manner consistent with the requirements of the applicable SOW; and (4) nonconforming Professional Services deliverables within the scope of a SOW will be corrected during the project consistent with the requirements of the applicable SOW.
- b. Software Warranty. Contractor warrants that (1) all Software, as and when furnished, will be free from material deficiencies and will substantially conform to all specifications in this Agreement or in any applicable SOW (including performance capabilities, specifications, configurations, and functions) when used in accordance with the EULA; and (2) the Software will not infringe on any United States trademark, patent, or copyright or violate any third-party trade secrets or other intellectual property rights.
- c. This Software is warranted to the County against material defects for a period of three (3) months from the date of original acquisition.

**8.4.1.2.** Except as stated above, CONTRACTOR LICENSES THE LASERFICHE SOFTWARE ON AN “AS IS” BASIS AND WITH ALL FAULTS AND WITHOUT ANY OTHER WARRANTIES OF ANY KIND. CONTRACTOR DOES NOT WARRANT THE ERROR-FREE OPERATION OF THE LASERFICHE SOFTWARE. EXCEPT AS EXPRESSLY STATED ABOVE, CONTRACTOR DISCLAIMS, 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. CONTRACTOR DOES NOT WARRANT THAT (A) THE LASERFICHE SOFTWARE, SERVICES, OR SUPPORT WILL SATISFY THE REQUIREMENTS OF THE COUNTY; OR (B) THAT THE LASERFICHE SOFTWARE, SERVICES, OR SUPPORT WILL BE WITHOUT DEFECT OR ERROR; OR (C) THAT THE LASERFICHE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION.

**8.5. Limitation of Liability and Damages**

**8.5.1.** Contractor’s liability for any damages or injuries suffered by the County, 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 the County has actually paid to Contractor for the defective or non-compliant Laserfiche software component, services, or support within two times the 12 month period immediately preceding the date that the County files suit or otherwise notifies Contractor of an existing or potential claim against Contractor, whichever occurs first. No action may be brought against Contractor or its representatives under this agreement more than two years after the County discovered or should have discovered the facts which gave rise to the claim or cause of action. No reseller, SP, distributor or other third party may modify, supplement, or change this limitation of liability without the express prior written approval of Contractor.

**8.5.2.** Under no circumstances will Contractor or the County 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, losses from business interruption, loss of business information or data, costs of recreating lost data, the cost of substitute equipment or programs sustained by either party or by any third party, or any other pecuniary loss), regardless of whether Contractor or County or their respective representatives, as the case may be, have been warned of such damages or claims. Under no circumstances will the County, its officials, employees, or agents be liable to Contractor or anyone else for any special, incidental, consequential, or punitive damages.

**8.5.3.** Notwithstanding the foregoing, sections 11.1 and 11.2 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 7.9 or 7.10; provided, however, that if an indemnity Claim is made against Contractor, if or to the extent that the Claim is not covered by Contractor's Insurance (see section 7.11 and Attachment G), Contractor's maximum liability for the Claim will not, under any circumstances, exceed the aggregate contract price set forth in the particular SOW(s) of this Agreement for the particular Software and Services that give rise to the indemnity Claim, less (a) all amounts remaining unpaid by the County to Contractor and (b) less all amounts refunded or credited by Contractor to the County.

**8.5.3.1.** The County's contractual obligation to pay to Contractor the balance of the contract price or for unpaid invoices for Contractor software, services, maintenance, or support will not be limited by any language in this or any other section of this agreement.

**8.5.4.** 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 11 of this agreement.

**8.6.** The limitations of liability and damages set forth in this agreement are fundamental elements of the basis of the bargain between Contractor and the County. Each party acknowledges and agrees that the other party would not be able or willing to enter into this agreement without such limitations.

Attachment A

**Laserfiche®**

**Ramsey County**

Laserfiche Enterprise Subscription

Laserfiche Consulting (LFC)  
June 29, 2021

## Overview

Ramsey County seeks to implement Laserfiche organization-wide and has discussed several potential use-cases for expansion of the system to support a large volume of users. Correspondingly, our team has put together a proposal to align with these growth opportunities as both parties ultimately seek to realize the benefits of a Laserfiche Enterprise model.

The costs proposed take into consideration the total volume of users, their functional needs, and potential budgeting factors that The County has communicated to the Laserfiche team. We look forward to reviewing the contents of this proposal in detail with the Ramsey County team and are open to exploring options concerning the overall rate structure, length of contract, and other factors that should be taken into consideration. Laserfiche appreciates its long-standing relationship with Ramsey County and we look forward to future opportunities to deliver innovative solutions.

## Cost Summary

### Laserfiche Subscription System

#### Acquisition Cost – Year 1

Laserfiche Software Licensing (LSSP Included)	<b>\$200,000.00</b>
Professional Services – VIP Support	<b>\$28,800.00</b>
<b>Total:</b>	<b>\$228,800.00</b>

#### Annual Renewal Schedule

Laserfiche Licensing & VIP Support – Year 2	<b>\$303,800.00</b>
Laserfiche Licensing & VIP Support – Year 3	<b>\$428,800.00</b>
Laserfiche Licensing & VIP Support – Year 4	<b>\$478,800.00</b>
Laserfiche Licensing & VIP Support – Year 5	<b>\$528,800.00</b>

# Laserfiche Enterprise Proposal

## Laserfiche Subscription

Laserfiche Subscription introduces a straightforward annual fee including software licenses, technical support, and software updates available for download and installation from the Laserfiche Support Site to incorporate the latest features and performance enhancements. Laserfiche Subscription software is agnostic to where it is hosted whether a physical or virtual Ramsey County data center or a Ramsey County-owned AWS or Azure environment.

### Laserfiche Subscription – Named Business Users

Laserfiche Subscription – Named Business Users provide authenticated, read/write access to the entire array of Laserfiche feature functionality in one user type.

In summary, each Subscription – Named Business User bundles the following components:

- Unlimited Laserfiche Servers
- Unlimited Laserfiche Repositories
- Web, Windows and Mobile Clients
- Advanced Audit Trail
- Records Management
- Enterprise Identity Management
- Snapshot
- Import Agent
- Microsoft Office Integration
- Process Automation (Workflow and Forms)
- Connector
- SharePoint Integration
- DocuSign Integration

The following are also included across the Laserfiche Subscription – Business Tier configuration:

- 10 Instances of Quick Fields Complete
- 10 Instances of Quick Fields Agent
- SDK
- Unlimited Public Portal
- 3 Forms Portals
- 3 Sandbox Environments

### Initial Acquisition Cost & Annual Renewal Cost

In alignment with the potential functional use cases that Ramsey County has shared with Laserfiche, the following presents the proposed costs for an upgrade from Ramsey County’s existing Rio system to an Enterprise Subscription package. This offering includes significant discounts toward the initial investment of the system, with staggered reductions of the discount year over year. Under this configuration, Ramsey County would have user licenses to support up to **4,500 Business/Full Users & 1,800 Participant Users**.

#### Year 1- Initial Software Acquisition Cost (60% discount)

Product	Description	Qty	Unit Price	Total Price
CLENF3	Laserfiche Subscription: Business/Full Users – 4,500 Participant Users – 1,800	1	\$200,000.00	\$200,000.00
VIP001	LFC VIP Level 1 Support Package (Up to 80 Hours)	2	\$14,400.00	\$28,800.00
<b>Total 2021 Acquisition Cost:</b>				<b>\$228,800.00</b>

Year 2 Software Cost (45% discount)

Product	Description	Qty	Unit Price	Total Price
CLENF3	Laserfiche Subscription: Business/Full Users – 4,500 Participant Users – 1,800	1	\$275,000.00	\$275,000.00
VIP001	LFC VIP Level 1 Support Package (Up to 80 Hours)	2	\$14,400.00	\$28,800.00
<b>Total 2022 Renewal Cost:</b>				<b>\$303,800.00</b>

Year 3 Software Cost (20% discount)

Product	Description	Qty	Unit Price	Total Price
CLENF3	Laserfiche Subscription: Business/Full Users – 4,500 Participant Users – 1,800	1	\$400,000.00	\$400,000.00
VIP001	LFC VIP Level 1 Support Package (Up to 80 Hours)	2	\$14,400.00	\$28,800.00
<b>Total 2023 Renewal Cost:</b>				<b>\$428,800.00</b>

Year 4 Software Cost (10% discount)

Product	Description	Qty	Unit Price	Total Price
CLENF3	Laserfiche Subscription: Business/Full Users – 4,500 Participant Users – 1,800	1	\$450,000.00	\$450,000.00
VIP001	LFC VIP Level 1 Support Package (Up to 80 Hours)	2	\$14,400.00	\$28,800.00
<b>Total 2024 Renewal Cost:</b>				<b>\$478,800.00</b>

Year 5 Software Cost (0% Discount – At Cost)

Product	Description	Qty	Unit Price	Total Price
CLENF3	Laserfiche Subscription: Business/Full Users – 4,500 Participant Users – 1,800	1	\$500,000.00	\$500,000.00
VIP001	LFC VIP Level 1 Support Package (Up to 80 Hours)	2	\$14,400.00	\$28,800.00
<b>Total 2025 Renewal Cost:</b>				<b>\$528,800.00</b>

## Laserfiche Software

Within the Enterprise Subscription platform, the following components will be included for Ramsey County:

Product	Description
<b>Laserfiche Server</b>	Core application and content server for Self-Hosted Laserfiche systems.
<b>Laserfiche Repository</b>	Stores all Laserfiche content types in an organized folder hierarchy.
<b>Laserfiche Web Client</b>	Enables users to access the repository through all modern internet browsers.
<b>Laserfiche Windows Client</b>	Enables users to access the repository through an installed desktop application.
<b>Laserfiche Mobile</b>	Enables users to access the repository through a mobile application available on iOS, Android, and Windows devices.
<b>Laserfiche Advanced Audit Trail</b>	Tracks all attempted and failed events performed in the repository.
<b>Laserfiche Records Management</b>	Provides integrated, DoD 5015.2 certified records management functionality to keep track of documents through their complete records lifecycle, including cutoff and disposition actions.
<b>Laserfiche Snapshot</b>	Virtually prints content into the repository as a TIFF image, generates associated text for full-text searching, and allows for indexing upon import.
<b>Laserfiche Quick Fields Complete</b>	Provides automated capture and processing capabilities to content from a scanner, network drives, or content already in the repository. Processing capabilities include: Real-Time Lookups, Barcode Reading, Pattern Matching, Zone OCR, Scripting, Document Classification, Auto-Annotations, and Optical Mark Recognition.
<b>Laserfiche Quick Fields Agent</b>	Enables the scheduling of Quick Fields sessions to run unattended.
<b>Laserfiche Import Agent</b>	Monitors network folders, imports files into the Laserfiche repository, generates associated text for full-text searching, as well as automatically index and route documents based on the Window's file path or name.



Product	Description
<b>Laserfiche Microsoft Office Integration</b>	Allows for direct content import, as well as indexing capabilities, from a Laserfiche ribbon at the top of all Microsoft Office products. Within Outlook, emails and attachments can be imported to the repository and auto-indexed with email properties, such as the to, from, subject, time received, etc.
<b>Laserfiche Process Automation (Workflow &amp; Forms)</b>	Automates content processing through the configuration of a drag-and-drop workflow designer, as well as enables the collection, routing and processing of information captured on an electronic form through the configuration of a drag-and-drop forms and business process designer.
<b>Laserfiche Connector</b>	Provides a non-programmatic means for integrating Laserfiche with a line of business applications to perform actions such as searching based on identified fields on a page, indexing content being scanned into the repository, kicking off Workflows, etc.
<b>Laserfiche SharePoint Integration</b>	Enables users to browse and search Laserfiche contents from SharePoint and send content from SharePoint to Laserfiche based on content type.
<b>Laserfiche DocuSign Integration</b>	Enables organizations to initiate a signing process with DocuSign from Laserfiche Web Client by choosing a document, DocuSign template, and who needs to sign it, then ultimately saving the executed document back into Laserfiche as a new version.
<b>Laserfiche SDK</b>	Includes access to the same Web Services, APIs, and libraries used to develop the Laserfiche applications.
<b>Laserfiche Public Portal</b>	Allows concurrent, read-only connections to allocated areas of the Laserfiche repository to be accessed by unauthenticated (public) users.
<b>Laserfiche Forms Portal</b>	Allows form submissions from unauthenticated (public) users.
<b>Participant Users</b>	Limited, authenticated access to Laserfiche for employees. Participant User licenses provide the ability to participate in forms processes (submit, review, approve, etc.) and have read-only access to the repository.

## Support

### Laserfiche Software Support Plan

With the rapid pace of technology, it can be a major challenge to keep systems secure, efficient and up-to-date. The Laserfiche Software Support Plan (LSSP) is an annual investment that provides customers with comprehensive resources to meet this challenge successfully—and to maximize the return on Laserfiche investments.

LSSP is prepaid as part of the bundled annual subscription license for self-hosted and SaaS systems. LSSP may be purchased with a perpetual system and auto-renews on the original date of purchase of the underlying perpetual licenses. With the LSSP program, Laserfiche provides the following services:

- **Rapid-response technical support**—Laserfiche Consulting will promptly troubleshoot and resolve issues that arise, mitigating the impact to operations or user productivity.
- **The latest hotfixes, updates, and patches**—These critical items ensure that the Laserfiche system continues to operate at peak efficiency.
- **New releases**—Customers can make sure their system stays current with the latest functionality, as new releases of licensed products are included at no additional charge.
- **Online support resources**—Customers receive 24/7 access to the Laserfiche Support Site, which offers product videos, user guides, and detailed technical information that enables end-users and system administrators optimize system performance and usability.
- **Comprehensive Training**—Customers can take advantage of numerous hands-on training opportunities—including Regional Trainings and the annual Laserfiche Empower Conference—where Laserfiche experts instruct and demonstrate best practices in using and supporting Laserfiche tools.

### LSSP Package Summary

Laserfiche is pleased to offer two distinct packages of the Laserfiche Software Assurance Plan to align with your organizational needs for ongoing support:

#### *Basic LSSP*

Basic support includes all updates, access to online support resources, and a 24-hour response time with Laserfiche Helpdesk. Basic LSSP is included with all Laserfiche systems as a component of the subscription licensing package.

#### *Premium LSSP*

Premium support includes all updates, access to online support resources, and a 4-hour response time (excluding holidays) with Laserfiche Helpdesk. Online chat support is available from Sunday at 5 p.m. PST through Friday at 5 p.m. PST (except on weekdays between 2 a.m. and 6 a.m. PST). Premium support is available as add-on upon request.

## Laserfiche VIP Support

Laserfiche Consulting VIP Hours are packages of professional service hours for customers who either have a number of small projects for a given year or would like the security of having available hours to use for non-core product support.

VIP Hours are sold in three (3) different sized packages: 24 hours, 40 hours, and 80 hours, with examples for use as follows:

- Small projects (low complexity workflows, business process updates, etc.)
- Business Process Consulting & System Audits
- Training
- Laserfiche Certification Courses
- Laserfiche Corporate Trainings (Regional Training and Virtual Trainings)

Up to two Laserfiche Empower passes also come with the 40 and 80 hours packages, which is Laserfiche’s largest corporate training event of the year. Enjoy a week of hands-on labs and seminars, allowing you to share implementation experience with over 4,000 members of the Laserfiche community.

Hours	Package Rate
24	\$5,400
40	\$8,100
80	\$14,400



## LASERFICHE END USER LICENSE AGREEMENT

THIS LASERFICHE® END USER LICENSE AGREEMENT (“**AGREEMENT**” OR “**EULA**”) IS A LEGAL AGREEMENT THAT APPLIES TO LICENSEE’S USE OF THE ACCOMPANYING LASERFICHE SOFTWARE AND DOCUMENTATION. THE TERMS “**LICENSEE**”, “**LASERFICHE SOFTWARE**” AND “**DOCUMENTATION**” ARE EACH DEFINED BELOW.

. BY ACCEPTING THIS EULA (A) YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND LICENSEE TO THIS EULA, AND (B) YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS EULA, AND YOU AND LICENSEE AGREE THAT LICENSEE IS BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.

IF LICENSEE DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA OR YOU DO NOT HAVE THE NECESSARY AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS EULA ON BEHALF OF LICENSEE, DO NOT DOWNLOAD OR USE THE LASERFICHE SOFTWARE OR DOCUMENTATION. PROMPTLY RETURN THE LASERFICHE SOFTWARE AND DOCUMENTATION TO THE PARTY FROM WHOM IT WAS OBTAINED. IF THE LASERFICHE SOFTWARE OR ANY DOCUMENTATION WAS DOWNLOADED, DESTROY ALL COPIES OF THE LASERFICHE SOFTWARE AND DOCUMENTATION. ANY DOWNLOAD OR USE OF THE LASERFICHE SOFTWARE OR DOCUMENTATION THAT DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS EULA IS UNAUTHORIZED AND UNLAWFUL.

**1. Definitions.** The following definitions will apply to this Agreement:

“**Affiliate**” means, with respect to a party, any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

“**Confidential Information**” means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information also includes: (a) Laserfiche Software and Documentation; (b) Laserfiche’s source code, non-public application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to a party or its Affiliates’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that each party is obligated to keep confidential; and (e) the terms of any agreements, discussions or negotiations between the parties or their respective Affiliates regarding this Agreement or the Laserfiche Software. Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known to Licensee at the time Licensee received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; (iv) can be shown by documentation to have been independently developed by the receiving party without reference to the other party’s Confidential Information; or (v) must be disclosed pursuant to the Minnesota Government Data Practices Act, Ch. 13.

**“Documentation”** means the getting started guides, user guides, user quick reference guides, and other technical and operations manuals and specifications published by Laserfiche for the Laserfiche Software.

**“Effective Date”** means the earliest to occur of the following dates: (a) the date that Licensee accepts this Agreement, (b) the date Laserfiche delivers the applicable license key to Licensee, or (c) the date that you download the Laserfiche Software.

**“Evaluation Product”** means Laserfiche Software furnished to Licensee for evaluation purposes or other limited, temporary use as authorized by us in accordance with Section 3, and that is not the subject matter of a separate written evaluation agreement executed by and between Laserfiche and Licensee.

**“Intellectual Property Rights”** means (a) all patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; (c) trade secrets; and (d) all other intellectual property rights and similar forms of worldwide protection.

**“Laserfiche”, “Licensor”, “we”, “our” or “us”** means the Laserfiche entity that is contracting with Licensee, as set forth in Section 17.8.1.

**“Laserfiche Product”** means collectively the Laserfiche Software and Documentation.

**“Laserfiche Product Components”** means Laserfiche Self-Hosted Product Components and Laserfiche Cloud Product Components.

**“Laserfiche Self-Hosted Product Component”** means a Laserfiche Product Component that is proprietary to Laserfiche, and subject to Subscriber compliance with this Agreement, which may be installed and operated on servers owned or operated by or for Subscriber for use with Laserfiche Cloud.

**“Laserfiche Site”** means the website located at <http://www.laserfiche.com>, or any successor domain.

**“Laserfiche Software”, “Software” or “Self-Hosted Laserfiche Software”** means: (a) the Laserfiche proprietary software specified on the Order Form for use on a Self-Hosted Basis, and (b) any and all modifications and enhancements to the software described in clause (a) hereof, including updates or upgrades, if any, provided by us for such software.

**“Licensee”** means the individual, company, or other legal entity that is licensing the Laserfiche Product under this EULA as specified on the Order.

**“Order Form” or “Order”** means an ordering form or an order confirmation, which specifies the products ordered directly from Laserfiche or indirectly through a Laserfiche authorized reseller or distributor by or on behalf of Licensee. Each Order that specifies Self-Hosted Laserfiche Software incorporates the terms and conditions of this Agreement solely with respect to such Self-Hosted Laserfiche Software.

**“Self-Hosted Basis”** means use of software on servers owned or operated by or for Licensee.

**“Third Party Content”** means any documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other content and information owned by a third party, excluding Third Party Products.

**“Third Party Product”** means any product or service offering that is proprietary to a third party.

**“Usage Limit”** shall have the meaning set forth in Section 6.

**“Use”** means Licensee’s Users downloading, installing, copying, accessing or otherwise utilizing the Laserfiche Software on a Self-Hosted Basis for Licensee’s own use, and not for further resale of the Laserfiche Software or any services (such as, but not limited to, service bureau services) based on the Laserfiche Software.

**“User”** means Licensee’s employees, consultants, contractors and agents, and third parties with whom Licensee transacts business.

## 2. License

2.1 Grant of License. For good and valuable consideration, Licensor grants Licensee a limited, non-exclusive, non-transferable, non-sublicensable 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 Order Form (the **“License”**). The Laserfiche Product is owned by Laserfiche and is copyrighted and licensed, NOT SOLD. Licensee’s rights in and to the Laserfiche Software are limited to those expressly granted under this EULA and no other licenses are granted whether by implication, estoppel or otherwise. Laserfiche reserves all rights, title and interest in and to the Laserfiche Software not expressly granted under this EULA.

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 Licensee. Licensee’s Use of the Laserfiche Product shall be subject to the Usage Limitations described in Section 6. In addition, Licensee agrees to the restrictions set forth in Section 5 below.

2.3 No Modification by Additional Terms. By placing an Order for Laserfiche Software either directly or indirectly (that is, through a Laserfiche authorized reseller or distributor), Licensee hereby acknowledges and agrees that the terms and conditions of this EULA shall govern Licensee’s Use of the Laserfiche Software. For the avoidance of doubt, the terms of Licensee’s agreement, if any, with a Laserfiche authorized reseller or distributor, whether conflicting or not with this EULA,

shall not be contractually binding on Laserfiche.

**3. Evaluation License.** Licensee's Use of any 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 Licensee's 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) of any kind, expressed or implied. Laserfiche does not assume any liability arising from any use of the Evaluation Product. Licensee may not publish any results of benchmark tests run on the Evaluation Product without first obtaining written approval from us. Licensee's 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 Licensee for any use of the Evaluation Product. Licensee authorizes Laserfiche and its Affiliates, and their respective 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 Licensee or any User provides to us in connection the use of the Evaluation Product. In addition to the restrictions set forth in Section 5, Licensee 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. Laserfiche reserves the right to terminate the licenses granted under this Section with respect to any Evaluation Product prior to the end of the Evaluation Period for any breach of this Agreement or other cause. 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. Laserfiche Proprietary Rights and Licenses**

**4.1 Laserfiche Ownership Rights.** We retain all rights to ownership of all Intellectual Property Rights in and to the Laserfiche Product, 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. No implied licenses are granted by us.

**4.2 Feedback.** Licensee has no obligation to provide suggestions, feature requests, comments or other feedback regarding the Laserfiche Software, including possible enhancements or modifications thereto (collectively, "**Feedback**") to Laserfiche. Licensee grants us and our Affiliates a worldwide, perpetual, irrevocable, transferable, royalty-free and fully-paid license to use and incorporate into, and distribute as a part of, Laserfiche Software or any other products, services or content, any Feedback that Licensee or any Users voluntarily provide to Laserfiche or its Affiliates. Laserfiche has no obligation to respond to Feedback or to incorporate Feedback into the Laserfiche Software. Notwithstanding anything in this Section, Laserfiche will not utilize such Feedback to imply endorsement by Licensee from such Feedback unless explicit consent for such purposes has been obtained from Licensee.

#### **4.3 Collection and Use of Information**

(a) Licensee acknowledges that Laserfiche may, directly or indirectly through the services of third parties, collect and store information regarding use of the Software and about equipment

on which the Software is installed or through which it otherwise is accessed and used, through:

- (i) the provision of maintenance and support services; and
- (ii) security measures included in the Software.

(b) Licensee agrees that Laserfiche may use such information for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to:

- (i) improving the performance of the Software or developing updates; and
- (ii) verifying Licensee's compliance with the terms of this EULA and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Software.

**4.4 Laserfiche Cloud.** Licensee acknowledges that Laserfiche offers the use of proprietary software products, tools, modules, algorithms, and components running as services in a Laserfiche hosted environment (such proprietary items, "**Laserfiche Cloud Product Components**", such environment, the "**Services Environment**", and the use of such components in the Services Environment, the "**Laserfiche Cloud**"), subject to the terms of our Laserfiche Cloud Subscription Agreement. Licensee acknowledges that any use by Licensee or any User of Laserfiche Cloud, any Laserfiche Cloud Product Component, or the Services Environment, with Laserfiche Software licensed under this Agreement, is subject to the terms and conditions of the Laserfiche Cloud Subscription Agreement.

**5. License Restrictions.** Unless expressly authorized by Laserfiche in writing, Licensee will not and Licensee will not allow any third party to: (a) unbundle, transfer, sublicense, or assign Licensee's rights under this License to any other person or entity; (b) modify, adapt or create derivative works of the Software or Documentation; (c) except to the extent explicitly permitted by applicable law notwithstanding this limitation, reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 15 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 Licensee or any User utilizes 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 Licensee has purchased; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user connections Licensee requires, or avoiding the purchase of additional named user connections. The Laserfiche Software is not designed or intended for use in high risk activities or hazardous environments that require fail-safe performance where failure of the Laserfiche Software could lead to death, personal injury, or environmental or property damage. Laserfiche specifically disclaims any express or implied warranty of the suitability or performance of Laserfiche Software for these types of activities.



6. **Usage Limitations.** Licensee agrees that Licensee will not use Laserfiche Software in violation of any usage limitations or guidelines applicable to the Laserfiche Software. An Order Form may include usage limitations such as, but not limited to, the maximum number of Users permitted to access Laserfiche Software (“**Subscription Usage Limits**”), and if Licensee exceeds any Subscription Usage Limit, Licensee agrees to pay the amount for any excess usage in accordance with Laserfiche’s applicable pricing and payment terms then in effect.

## 7. **Subscription Software**

7.1 **Subscription License.** Purchasing a “**Subscription License**” or “**Subscription**” to Laserfiche Software allows Licensee to Use such Software on a subscription basis. If Licensee purchases a Subscription License, subject to Licensee’s compliance with the terms and conditions of this EULA, Licensee may Use the Software covered by the Subscription (the “**Subscription Software**”) for the term of the Subscription set forth in the Order and subject to the Subscription Usage Limits set forth in the Order until the Subscription expires or is otherwise terminated. After the Subscription expires or is terminated, the Subscription Software will stop functioning entirely, and Licensee’s rights to Use the Subscription Software will terminate.

7.2 **Renewal of Subscription Term.** In order to renew the Subscription, Licensee must provide us with written notice of Licensee’s intention to renew the Subscription at least 45 days before the end of the then current Subscription term.

7.3 **Modification of Fees upon Renewal.** We may modify the Subscription fee by notifying Licensee 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 subject to County’s written agreement via an amendment.

7.4 **Consequences of Non-Payment.** If Licensee fails to make full payment of the Subscription fee and any undisputed outstanding balance remains unpaid 30 days after the due date, the Subscription Software will automatically stop functioning entirely. Licensee 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 any Laserfiche Software maintenance and support plan during the term of the Subscription. A Subscription for Self-Hosted Laserfiche Software does not entitle Licensee to the use of Laserfiche Cloud, unless Licensee has also entered into the Laserfiche Cloud Subscription Agreement.

## 8. **Third Party Materials**

8.1 **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 Licensee’s rights under, or grants Licensee rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.

8.2 Third Party Integrations. The Laserfiche Software may integrate with Third Party Products or Third Party Content through APIs made available by the owner of such Third Party Products or Third Party Content (“**Third Party APIs**”). Laserfiche makes no representations or warranties regarding the suitability of any such Third Party Products, Third Party Content or Third Party APIs for Licensee’s intended requirements or purposes, including for use with the Laserfiche Software or Licensee’s systems. Further, Laserfiche makes no representations or warranties regarding the integrity of data transmitted, transferred, stored, obtained or received through any such Third Party Products, Third Party Content, or Third Party APIs. Laserfiche is not obligated to maintain or support any such Third Party Products, Third Party Content, or Third Party APIs, or to provide Licensee with updates, fixes, or services related thereto. Laserfiche makes no representations or warranties regarding the availability, functionality, or any changes to the features or specifications, of any such Third Party Products, Third Party Content, or Third Party APIs. Licensee assumes all risk arising from the use of any such Third Party Products, Third Party Content, or Third Party APIs, including the risk of damage to Licensee’s computer system, software, the corruption or loss of data, and compliance with all applicable laws and regulations (such as, but not limited to, the laws and regulations related to privacy and data protection).

## 9. Confidentiality and Other Restrictions

9.1 Confidentiality Restrictions. Each party will use each other’s Confidential Information only as permitted under this Agreement. Neither party will disclose the other party’s Confidential Information during the term of this Agreement or at any time during the seven-year period following any termination of this Agreement unless required by applicable law. If the receiving party believes disclosure of Confidential Information is required by applicable law, it will not disclose such information without first giving the disclosing party at least 5 business days’ notice in writing. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the other party’s Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Neither party will issue any press release or make any other public communication with respect to this Agreement or the use of Laserfiche Software without the other party’s prior written authorization and approval of the content of the proposed statement or communication.

9.2 Additional Restrictions. Licensee agrees that, during the term of this EULA and after any termination or expiration of this EULA, Licensee 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, except to the extent explicitly permitted by applicable law notwithstanding this limitation, by reverse engineering,

decompiling, disassembling, copying or any other technique, except as provided in Section 15 below.

**10. Term and Termination.** This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in the Order Form, unless terminated earlier in accordance with this EULA. Licensee may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in Licensee's possession or control that it is not legally required to maintain. This EULA will immediately terminate if (i) Licensee breaches any of its terms or conditions, or (ii) if Licensee fails to pay any portion of the applicable license or Subscription fees and Licensee fails to cure that payment breach within 30 days of receipt of a written notice from us. Laserfiche may also terminate this Agreement upon written notice if Licensee commences or participates in any legal proceeding against Laserfiche. 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 Licensee's possession or control not otherwise legally required to maintain. Licensee 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 Licensee's obligations under this EULA, nor will it (i) release Licensee from the obligation to pay any monies that Licensee may owe Laserfiche; (ii) operate to discharge any liability that Licensee incurs 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 (Definition), 4 (Laserfiche Proprietary Rights and Licenses), 5 (License Restrictions), 8 (Third Party Materials), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of Liability), 14 (Basis of Bargain), 16 (Audit Rights), and 17 (Miscellaneous).

**11. Indemnification.** LICENSEE HAS SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING-UP LICENSEE'S DATA OR CONTENT OR THIRD PARTY DATA OR CONTENT IN HARD DRIVE, SYSTEM, STORAGE OR DEVICE OWNED OR OPERATED BY OR FOR LICENSEE (collectively, "Licensee Data") WHETHER OR NOT THE SOFTWARE INTERACTS WITH LICENSEE DATA. LASERFICHE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA OR CONTENT. Licensee hereby agrees 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) Licensee Data, including any loss of Licensee Data for any reason whatsoever; (ii) Licensee's or any User's actions, misuse of the Software, non-compliance with this EULA, or failure to operate the Software in accordance with this EULA; or (iii) Licensee's or any User's use of the Software including, without limitation, in violation of any applicable laws.

If Licensee is a government entity, the indemnification obligation in Section 11 above shall not apply. However, Licensee agrees that all other terms and conditions of this EULA shall apply to Licensee.

For purposes of this Section 11, all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) suffered by any Indemnified Party arising out of or relating to any relevant third-party claim shall be deemed to be suffered by Laserfiche directly.

## **12. Limited Warranty; Exclusions; Disclaimer**

- 12.1 Limited Warranty. THE SOFTWARE IS WARRANTED SOLELY TO LICENSEE, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO LICENSEE ("**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 Licensee's 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 Licensee the fees paid to Laserfiche for such non-conforming Software, in which case Licensee's right to use such Software will terminate. Any error correction provided to Licensee 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; or (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; (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 LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS AND EXPRESSLY DISCLAIMS REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING 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 LICENSEE'S 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 MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT,

INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, 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 AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUPPLIERS 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 MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF LASERFICHE FOR ANY AND ALL DAMAGES SUFFERED BY LICENSEE, ANY USER, AND ANYONE ELSE, 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, EXCEED TWO TIMES THE TOTAL DOLLAR AMOUNT THAT IS ACTUALLY PAID TO LASERFICHE FOR THE DEFECTIVE SOFTWARE COMPONENT WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LICENSEE PROVIDES LASERFICHE WRITTEN NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT.

**14. Basis of Bargain.** The warranty disclaimer in Section 12.3 and limitations of liability set forth in Section 13 are fundamental elements of the basis of the agreement between Laserfiche and Licensee. The limitations of liability in Section 13 shall apply notwithstanding the failure of any essential remedy. Laserfiche would not be able to provide the Laserfiche Product on an economic basis without such limitations. The warranty disclaimers and limitations of liability inure to the benefit of Laserfiche and Laserfiche's representatives.

**15. Interoperability.** To the extent required by applicable law, Laserfiche shall provide Licensee with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at Licensee's written request after Licensee pays Laserfiche's licensing fees. Licensee will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Laserfiche makes such information available.

**16. Audit Rights.** During the term of this EULA and for one year thereafter, Licensee agrees that we or our designated agent may inspect and audit the use of the Laserfiche Product licensed by Licensee, including inspecting and auditing Licensee's and its affiliates', and each of Licensee's and its affiliates' contractors', facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place only during Licensee's and its affiliates' normal business hours and upon no less than 10 days prior written notice to Licensee. Laserfiche will give Licensee written notice of any non-compliance, including any underpayment of fees, and Licensee 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 Licensee exceeds 5% of the total amount that would otherwise be payable by Licensee, Licensee will also pay us for the cost of such inspection and audit. Licensee 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. Licensee agrees to take reasonable steps to maintain complete and accurate records of the use of the Laserfiche Product sufficient to verify compliance with this EULA.

## **17. Miscellaneous**

- 17.1 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.
- 17.2 Entire Agreement and Order of Precedence. This EULA, along with the applicable Order Form, is the entire agreement between Licensee and us regarding the use of the Laserfiche Product and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the Laserfiche Product. In the event of any conflict or inconsistency among the ordering documents, the order of precedence will be: (1) this EULA, (2) the Order Form, but solely with respect to the Laserfiche Product and not any unrelated add-ons or services purchased or other terms agreed to with a Laserfiche authorized reseller. Any agreement between Licensee and Laserfiche authorized reseller or distributor: (a) does not modify the terms and conditions of this Agreement or a Laserfiche Order Form, and (b) does not create obligations for, or otherwise bind, Laserfiche.
- 17.3 Modifications to the EULA. Any modification of this Agreement must be in writing and executed by both parties.
- 17.4 Limitation on Actions. To the extent permitted by applicable law, any suit, claim, action or proceeding based on or related to this EULA, its terms or conditions, or arising out of its performance or breach, whether in contract or tort, must be instituted by Licensee against us within 2 years after the occurrence of any one or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. Licensee waives the benefit of any statute of limitations which specifies a period longer than 2 years for filing an action or proceeding.
- 17.5 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 Licensee is part of the US Government or are a contractor for the U.S. Government, Licensee 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.
- 17.6 Export Restrictions. Licensee acknowledges 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. Licensee agrees 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. Licensee is responsible for any violation of the U.S. or other applicable export control or economic sanctions laws, regulations and requirements related to the Laserfiche Software. By accepting this EULA, Licensee represents and warrants that Licensee is not a resident or citizen of any country currently embargoed by the U.S. and that Licensee is not otherwise prohibited from receiving the Laserfiche Software.

#### 17.7 Notices.

17.7.1 Notice to the Licensee. All notices to the Licensee under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. Notices shall be directed to: Contract Administrator, 90 W. Plato Blvd., St. Paul, MN 55107.

17.7.2 Notice to Laserfiche. To provide notice to Laserfiche under this Agreement, Licensee must contact Laserfiche as follows: (a) by facsimile transmission to the fax number posted on the Laserfiche Site for the applicable Laserfiche entity the Licensee contracted with, attention Legal Department; or (b) by personal delivery, overnight courier or registered or certified mail to the applicable Laserfiche entity the Licensee contracted with, attention Legal Department, at the address specified for such Laserfiche entity posted on the Laserfiche Site. The Licensee may also notify Laserfiche by sending an email to [notices@laserfiche.com](mailto:notices@laserfiche.com) directed to the attention of the Legal Department, provided that the Licensee shall also provide a copy of such notification using the methods described in sub-clause (a) or (b) hereof. Laserfiche may update the facsimile number, or email address, or address for notices to us by posting a notice on the Laserfiche Site or giving Licensee email notice in accordance with subsection 17.7.1. Notices will be effective on the second business day following their receipt by Laserfiche.

#### 17.8 Governing Law, Arbitration, Jurisdiction and Venue.

17.8.1 This table identifies 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, Licensee and Laserfiche agree to arbitrate any and all disputes in any way related to this EULA by final and binding arbitration as set forth below. Licensee further waives 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. There will be only one arbitrator. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' 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 EULA will be deemed to prevent Laserfiche 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 attorneys’ fees and costs, including expert costs, from the other party.

<u>Laserfiche Contracting Entity</u>	<u>Country or Territory based on Licensee’s address specified in the Order</u>	<u>Governing Law</u>	<u>Arbitration</u>
<b>Compulink Management Center, Inc.</b> 3545 Long Beach Blvd. Long Beach, CA 90807 USA	United States and its territories, Latin America, or the Caribbean; or any other territory or country not captured by entities below	State of California, United States of America and all locales not specifically mentioned in relation to an entity below.	The arbitration will be heard at American Arbitration Association (“AAA”) offices in Los Angeles County, California, in accordance with AAA’s Commercial Arbitration Rules in effect at the time of the arbitration.
<b>Laserfiche Strategic Services Canada Inc.</b> 306, 1 Valleybrook Drive, North York, Toronto, Ontario M3B2S7 CANADA	Canada	State of California, United States of America	The arbitration will be heard at AAA offices in Los Angeles County, California, in accordance with AAA’s Commercial Arbitration Rules in effect at the time of the arbitration.
<b>Laserfiche International Limited</b> 2301, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG	Asia and Australia	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.
<b>Laserfiche Ireland Ltd.</b> 2nd Floor, Palmerston House Denzille Lane Dublin 2, DO2 WD37 IRELAND	United Kingdom, European Economic Area (EEA), and Eastern Europe	Laws of the Republic of Ireland	The arbitration will be heard in Dublin, Ireland, at the Dublin International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

17.8.2 If Licensee is a U.S., state, or local government entity, the subsection 17.8.1 above shall not apply. If Licensee is a U.S. government entity, this Agreement is governed by the laws of the United States, and if Licensee is a state or local government in the United States, this Agreement is governed by the laws of that state. Any action to enforce this Agreement must be brought in the County of Ramsey in the State of Minnesota. This choice of jurisdiction does not prevent either party from seeking



injunctive relief in any appropriate jurisdiction with respect to violation of Intellectual Property Rights.

17.9 Legal Effect. This EULA describes certain legal rights. Licensee may have other rights under the laws of Licensee’s locality. This EULA does not change Licensee’s rights under the laws of Licensee’s locality if the laws of Licensee’s locality do not permit it to do so. This includes the Freedom of Information Act (FOIA) and related regulations, as applicable.

17.10 Assignment. Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by Licensee, and any such attempted assignment, novation, or transfer shall be void and without effect. We may assign, novate, or transfer this Agreement with notice to Licensee but without Licensee’s consent. This EULA will be binding upon and inure to the benefit of the parties and respective successors and permitted assigns.

17.11 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” or “include(s)” means “including but not limited to.” Licensee agrees that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA and any Order Form, amendment, 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. 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.

17.12 Electronic Conduct of Business. Each party agrees to transact business by electronic means, including but not limited to transmittal of notices and execution of additional documents, if any, related to this Agreement.

\* \* \* \* \*

Last Updated March 2021



### Laserfiche Software Support Plans

Laserfiche software support plans offer various technical support options and comprehensive professional service packages for Laserfiche on-premises and cloud systems. In addition to the benefits described in this policy (“**Support Plan Policy**”), software support plans provide tremendous cost savings and plenty of resources that maintain the health and performance of your Laserfiche solution.

All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche (“**Laserfiche Software Solution**”). Payment of Laserfiche software support plans should be made in accordance with the applicable requisition document(s) either directly to Laserfiche or an authorized Laserfiche Solution Provider. To learn more about Laserfiche software support plans, please refer to this Support Plan Policy, which may be updated from time to time.

#### **NEW SYSTEMS**

A customer that licenses a new system must subscribe for at least one year of a software support plan. Customers who license a perpetual system will receive an additional 30 days of software support plan at no cost. As such, the software support plan renewal date for perpetual systems will be 13 months from the invoice date. The software support plan bundled with Subscription and Cloud systems will auto-renew 12 months from the invoice date (“**Subscription Renewal Date**”). The license for an on-premises Subscription system will cease to work 30 days after the Subscription Renewal Date if payment is not made. Customers must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.

#### **SOFTWARE SUPPORT PLAN OPTIONS**

Laserfiche software requires a software support plan to receive benefits including technical support, access to the latest version releases, hotfixes and patches, online support resources and more.

To maximize your investment, Laserfiche offers a higher level of support through its premium level plans. Premium plans receive enhanced technical support through (a) direct webchat communication with Laserfiche support personnel, (b) priority attention for any Laserfiche Software Solution support cases submitted to the Laserfiche team, and (c) preferred pricing for Laserfiche Regional Training and the annual Laserfiche Empower Conference.

	<b>Basic</b> Required with Avante, bundled with Cloud	<b>Basic</b> Required with Rio, bundled with Subscription	<b>Premium</b> Upgraded service for Avante, Rio, Subscription, and Cloud basic support
Automatic access to new product update versions and hotfixes <sup>1</sup>	✓	✓	✓
Access to purchase additional software	✓	✓	✓
Software credit eligibility for product upgrades <sup>2</sup>	✓	✓	✓

<sup>1</sup> To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.

<sup>2</sup> See Software Support Plan and Software Credit Eligibility section for details.

Laserfiche support case response times <sup>3</sup>	24 hours	24 hours	4 business hours
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums	✓	✓	✓
Direct-to-Laserfiche webchat <sup>4</sup>		✓	✓
Preferred pricing on Laserfiche Regional Training and the annual Laserfiche Empower Conference <sup>5</sup>			✓

## **RENEWALS**

Laserfiche Solution Providers will receive a renewal quote 90 days prior to the customer’s renewal date. Solution providers will have up to 90 days leading to the customer’s renewal date to (a) make adjustments to an existing configuration, then (b) notify Laserfiche of intent to renew upon the customer’s explicit consent to move forward with the renewal quote. Upon confirmation, Laserfiche will provide an invoice for the upcoming renewal to the solution provider, who is committing to remit payment by the invoice due date.

If an expansion is quoted before renewal confirmation, then the corresponding software support plan will prorate to the customer’s current expiration date. If an expansion is quoted after renewal confirmation, then the corresponding software support plan will prorate to the customer’s future expiration date, taking into account the renewal commitment.

## **SOFTWARE SUPPORT PLAN AND SOFTWARE CREDIT ELIGIBILITY**

Customers may apply software credit towards the purchase of a Laserfiche Software Solution of equal or greater value (“**Product Upgrades**”), where the amount credited is up to the total initial purchase price of the applicable Laserfiche Software Solution. Ancillary payments such as customer installation fees or extraneous professional services cost are not eligible for credit amounts.

<b>Product Upgrade</b>	<b>Credit Awarded</b>
Perpetual to Perpetual licensing <i>(e.g., Team or United to Avante/Rio or Avante to Rio)</i>	Software and remaining prepaid software support plan credit towards trade-in cost
Perpetual to Subscription-based licensing <i>(e.g., Avante/Rio to on-premises Subscription/Cloud)</i>	Remaining prepaid software support plan credit towards first-year subscription cost
Subscription-based to Perpetual licensing <i>(e.g., on-premises Subscription/Cloud to Avante/Rio)</i>	No credit given

To be eligible for software credit of a Product Upgrade, the software support plan associated with the new Laserfiche Software Solution must be of equal or greater value than the applicable software support plan associated with the Laserfiche Software Solution presented for trade-in. For example, if upgrading to Rio, the software support plan should be of equal or greater value than that of the Avante system being traded in. Multiple affiliated Laserfiche Software Solutions may be traded in for a single system, subject to Laserfiche approval.

If upgrading to subscription-based licensing, Laserfiche will credit the current prorated software support plan towards

<sup>3</sup> Laserfiche HelpDesk allows solution providers to submit support cases to Laserfiche support engineers and availability is based on normal business hours, which are Monday through Friday, 6:00AM to 6:00PM U.S. Pacific Time, excluding public holidays.

<sup>4</sup> Webchat is a direct line of communication for your designated support personnel to chat with Laserfiche support engineers available Sunday 6:00PM through Friday 6:00PM US Pacific Time, excluding public holidays.

<sup>5</sup> Receive 50% off Empower registration fees and buy two registrations get one free for Regional Training.

first-year subscription costs upon receipt of a signed Laserfiche Letter of Removal (LOR), which acknowledges forfeiture and removal of the perpetual Laserfiche Software Solution being traded in.

If the software support plan is expired at the time of request for a perpetual to perpetual licensing Product Upgrade, the software support plan subscription must be reinstated prior to trade-in to qualify for maximum software credit. If the software support plan was expired for less than one year when upgrading, the end user must pay the Reinstatement Fee (as defined below) to receive 100% software credit. If the software support plan is expired for more than one year when upgrading and the end user does not pay the Reinstatement Fee, the following partial software credit will be applied:

<b>Expired Software Support Plan Duration</b>	<b>Software Credit Awarded</b>
1 – 2 years	60%
2 – 4 years	40%
4 – 5 years	20%
5+ years	0%

### **MAINTAINING SOFTWARE SUPPORT PLANS**

In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, you must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that your software support plan is expired for more than 45 days, the plan will need to be reinstated as described in this Section and an additional reinstatement fee will apply (“**Reinstatement Fee**”). The total “**Reinstatement Cost**” includes one year of the software support plan in addition to the Reinstatement Fee. The reinstated software support plan will be valid for one year from the date the renewal invoice with the reinstatement fee was submitted.

The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

#### ***Reinstatement Fee example:***

The annual software support plan expired on 1/1/19 and the renewal invoice is \$1,000.

On 8/25/2019, the customer chooses to reinstate their expired software support plan. In this example, the software support plan has lapsed for 236 days (1/1/2019 – 8/25/2019).

#### ***Reinstatement Fee calculation:***

**Year(s) lapsed** = number of days lapsed / 365 days

$$236 / 365 = 0.6466$$

**Value of lapsed support period** = annual renewal amount \* year(s) lapsed

$$\$1,000 * 0.6466 = \$646.58$$

**Reinstatement Fee** = 10% markup \* value of lapsed support period

$$1.1 * \$646.58 = \$711.24$$

**Total Reinstatement Cost** = Reinstatement Fee + annual renewal amount

$$\$711.24 + \$1,000 = \$1,711.24$$

\*Please note that customers who transition from a perpetual Team, United, Avante, or Rio system to either Laserfiche Subscription or Laserfiche Cloud and want to return to their perpetual system will not be charged a Reinstatement Fee.

**Terms and Conditions**

Laserfiche Software Support Plans do not include support for installation, configuration, customizations, preventative maintenance, integrations, migration, deinstallation, support for other software applications, or relocation services to Laserfiche Software. Software Support Plans strictly excludes coverage for malfunctions, problems and related service requests that are caused by: (a) alterations, additions, deletions, adjustments, or repairs unless directly caused by Laserfiche, its employees, Solution Providers, or subcontractors approved by Laserfiche in writing, or (b) defects, malfunctions or other problems in your hardware or non-Laserfiche software products, or your configurations, integrations, applications or customizations. Software Support Plans will not cover the service or repair of any system or component that has been damaged as a result of: (i) accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of your hardware or Laserfiche Software Solution; (ii) a force majeure event including, but not limited to, lightning, flooding, tornados, earthquakes, hurricanes, strikes, civil disturbances, terrorism or war; (iii) failure due to external factors such as accidents, fires, failures or fluctuations of electrical power or air conditioning, criminal activity, hacking or malicious interference with internet or telecommunications systems, and other acts or events beyond Laserfiche's control; (iv) abuse or excessive wear and tear; (v) third-party software, software configurations, applications, emails, downloads or any data files, worms or viruses that may corrupt your Laserfiche software or your other systems; or (vi) the moving of your system from one geographic location to another or from one purchaser or entity to another. Before requesting services from Laserfiche, it is your responsibility to back up the software and data on your hard disk drive and on any other storage device(s) in the system.

## Attachment D - Compulink Professional Services Rate Card

### Professional Services Fees

Product	Description	Fee
<i>Laserfiche Professional Services Hourly Fees</i>		
Install	Installation of Laserfiche related software components <sup>(1)</sup>	\$200/hour
Training	Training for all Laserfiche products except SDK <sup>(1)</sup>	\$200/hour
Consult	Requirements analysis & solution design <sup>(1)</sup>	\$200/hour
Doc	Documentation <sup>(2)</sup>	\$200/hour
PM	Project management <sup>(3)</sup>	\$200/hour
Program 1	Level I programming <sup>(1)</sup>	\$200/hour
Program 2	Level II programming <sup>(4)</sup>	\$200/hour
Program 3	Level III programming <sup>(5)</sup>	\$200/hour

- (1) Resources performing these tasks will possess:  
Bachelor's of Science degree or equivalent experience in computer science or a related technical field or Laserfiche CPP Gold Certification
- (2) Resources performing these tasks will possess:  
Bachelor's degree or equivalent experience in technical writing
- (3) Resources performing these tasks will possess:  
Bachelor's degree and 2 years of experience managing projects, or equivalent experience
- (4) Resources performing these tasks will possess:  
Bachelor's in computer science or a related technical field and at least 4 years of experience, or Master's in computer science or a related technical field
- (5) Resources performing these tasks will possess:  
Bachelor's in computer science or a related technical field and at least 10 years of experience, or Master's in computer science or a related technical field

ATTACHMENT E

LASERFICHE SOLUTION PROVIDERS (SP) SUBCONTRACTORS

As set forth in Section 2.1.9 of the Agreement, Contractor may provide Professional Services through the below-listed SPs or other SPs as mutually agreed to by the Parties:

**Cities Digital, Inc.** (<http://www.citiesdigital.com/>)

2000 O'Neil Road, Suite 150  
Hudson, WI 54016

Patrick Welsch  
President  
Direct: (206) 866-0233  
Mobile: (651) 747-7333  
Email: [patrick@citiesdigital.com](mailto:patrick@citiesdigital.com)

**Hemingway Solutions** (<http://hemingwaysolutions.net/>)

10373 Yates Drive NW  
Minneapolis, MN 55433

Mark Hemingway  
Owner/President  
Mobile: (612) 325-0013  
Email: [mhemingway@hemingwaysolutions.net](mailto:mhemingway@hemingwaysolutions.net)

**OPG-3, Inc.** (<http://www.opg-3.com/>)

2020 Silver Bell Road, Suite #20  
Eagan, MN 55122

Ivan Franklin  
Vice President  
Direct: (651) 233-5068  
Mobile: (612) 845-3499  
Email: [lfranklin@opg-3.com](mailto:lfranklin@opg-3.com)

Exhibit 1  
**Business Associate Agreement**

This Business Associate Agreement (“BA Agreement”) is referenced by and incorporated within Agreement # IS000199 (the “Service Agreement”) between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, 15 W. Kellogg Blvd., St Paul, MN 55102 (“Covered Entity”) and Compulink Management Center, a California corporation **DBA Laserfiche**, 3545 Long Beach Blvd., Long Beach, CA 90807 (“Business Associate”) (each a “Party” and collectively the “Parties”).

**Recitals**

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”) and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Ramsey County is a Covered Entity that is a Hybrid Entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas/units of Covered Entity that are included in Covered Entity’s Health Care Component and in need of Business Associate’s services;
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BA Agreement.

**NOW, THEREFORE**, intending to be legally bound, the Parties agree as follows:

- 1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
  - (a) “Business Associate” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
  - (b) “Covered Entity” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
  - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.



2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Service Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Service Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.
  
3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
  - (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
  - (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
  - (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
  - (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
  - (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
  - (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:

- (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
  - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
  - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules at 45 C.F.R. Part 164.402 excludes the following circumstances and therefore Breach notice requirements do not apply:
- (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
  - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
  - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.
  - (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
  - (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
  - (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity

to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.

- (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
- (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

- (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;
- (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
- (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. **Term and Termination.**

- (a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
- (b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Service Agreement.
- (c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may

be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.

(d) Upon Termination.

(1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.

(2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.

8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the following addresses:

if to Covered Entity, addressed to:

Chris Bogut  
Privacy Officer  
Ramsey County  
15 W. Kellogg Blvd.  
St Paul, MN 55102

if to Business Associate, addressed to:

Wylie Strout  
General Counsel  
Laserfiche  
3545 Long Beach Blvd.  
Long Beach, CA 90807

or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Service Agreement.
20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

**WHEREFORE,** this BA Agreement is duly approved as of the date of the Service Agreement.

## **Exhibit 2 – Information Security for On Premise Solutions (“Information Security Exhibit”)**

- 1. County Policies, Procurements & Requirements.** Contractor will perform Services in accordance with the Agreement and any applicable County policies, procedures, and any requirements specifically provided to Contractor. If policies, procedures or standards are updated or changed, County will provide reasonable advance notice when feasible to Contractor. If Contractor is unable or unwilling to comply with the updated or changed County policies, procedures and requirements within thirty (30) days of notice of such update or change, the Agreement may be terminated. If Contractor performs Services through Contractor’s Agent, Contractor shall ensure that such Contractor’s Agent shall perform such Services in accordance with the terms of the Agreement, including any County provided policies, procedures and requirements.
- 2. Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
- 3. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“**Security Program**”) that comply with information technology industry standard practices and applicable Privacy Laws. Contractor’s Security Program includes, at a minimum:

  - A.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County data.
  - B.** A security design intended to prevent any compromise of Contractor’s own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
  - C.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures with up-to-date virus definitions and security patches so as to avoid any adverse impact to County’s systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor’s networks and access codes; and
  - D.** All persons with authorized access to County data must have a documented genuine need-to-know prior to access.

- 4. Training and Supervision.** Contractor conducts appropriate and reasonable background checks or other investigations of its job candidates or Contractor's Agents prior to such persons' employment or access to County data. Contractor represents that it maintains adequate training and education programs to ensure that its employees and Contractor's Agents are aware of and adhere to its Security Program. Contractor shall exercise necessary and appropriate supervision over its employees and Contractor's Agents to maintain appropriate confidentiality and security of County data.
- 5. Third Parties.** Contractor shall not share, transfer, disclose or otherwise provide access to any County data, to any third party unless it is a Third Party Service Provider or Contractor's Agent and County has authorized Contractor to do so in writing. Contractor will ensure that any Contractor's Agent it may desire to perform any of the services required by its Agreement with County shall be obligated to have a Security Program equivalent to that required of the Contractor. Further, regarding any Security Incident (as defined in the Agreement) or Privacy Incident (as defined in the Agreement), Contractor shall contractually preserve for County all such rights as County has above. Regarding audit rights, Contractor shall contractually preserve for County all such rights as County has in Section 7 below. Contractor shall not share County data with any other third party, without prior written approval, or if required, to comply with legal process, only after notice to County. Contractor shall only retain Contractor's Agents that are capable of performing the delegated obligations in accordance with the Agreement.
- 6. Source Code Protection.** Contractor will have in place and will maintain an industry standard security program which protects Contractor's source code from a compromise by Contractor's subcontractors or any other third party.
- 7. Audit.** County may conduct a security review of Contractor's Security Program when determined as reasonably required by County. Contractor will provide County a summary Table of Contents of its data privacy and security policies and procedures that apply to County data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor's Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County's contracted third party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data and will keep County timely informed of its remediation efforts. If the audit reveals any vulnerability, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than



within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor's failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.

- 8. Security Certification.** Contractor must maintain a level of security certification or assessment consistent with information technology industry standard practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.
  
- 9. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement. Contractor will comply with applicable U.S. laws and regulations concerning information security, and conduct SSAE 18 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 18 equivalent.
  
- 10. Anti-Malware Warranty.** Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor's Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.
  
- 11. Mobility and Transfer of Data.** No County data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, "thumb drives," DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County data from County's or Contractor's facilities shall be conducted only according to controls developed or approved by County.
  
- 12. Security Policies.** Contractor's security policy consists of the following:
  - Policy Roles and Responsibilities
  - Data Classification and Control Policy
  - Acceptable Use Policy
  - Identity and Access Management

- Protecting Information Assets
- Managing Information Assets
- Incident Reporting and Response
- Risk and Compliance Management

**13. Disaster Recovery.** Contractor's Disaster Recovery plan is structured in a recovery team format. This format increases the efficiency by allowing departments to be recovered concurrently. The plan provides critical recovery solutions, information and specific steps required to be followed by each team member to ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed, and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated wherever possible.

## Exhibit 3

# FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

This Security Addendum is an agreement between Ramsey County, a political subdivision of the State of Minnesota (Contracting Government Agency) and Compulink Management Center, Inc., DBA Laserfiche (Contractor). This Security Addendum is in support of a contract between the Contracting Government Agency and the Contractor for the provision of services that require compliance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems Security Policy (CJIS Security Policy).

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security and technical security.

## Exhibit 3

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

### 1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor- a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.03 Contract – the primary agreement between the CGA and the Contractor for the provision of services.

### 2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgement of such receipt and the contents of the Security Addendum. The signed acknowledgements shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see CJIS Security Policy glossary for definition of digital signature).

### 3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

### 4.00 Security Violations

## Exhibit 3

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and the Contractor.

4.02 Security violations can justify termination of the Contract between the CGA and the Contractor.

4.03 Upon notification, the CSO and FBI reserve the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend, or terminate access and services, including telecommunications links. The CSO will provide the CGA with timely written notice of any action taken. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the CSO or FBI by the CGA. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

## 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum or the Contract.

## 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the Contract. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be

Exhibit 3

terms and conditions of the Contract which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the Contract without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 23606

Compulink Management Center, Inc. Ramsey County, Minnesota

\_\_\_\_\_  
Signature of officer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit 4

FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than the execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

---

Organization and Title of Contractor Representative