KEY CONTRACT TERMS

For

Master Agreement WRESA-12222022-264-01-O

Contract Between:	Wayne RESA and OPG-3, Inc.
Contract Purpose:	Master Agreement for Document Storage Solution for Wayne RESA authorized CoPro+ Members
Contract Number:	WRESA-12222022-264-01- **O**
RFP Number:	WRESA-12222022-264-01
Contractor Name:	OPG-3, Inc.
Contractor Address:	8030 Old Cedar Ave, Suite 205 Bloomington, MN 55425
Contractor Telephone:	651-233-5075
Contract Administrator:	Wayne RESA Designee/CoPro+
Base Contract Years:	July 1, 2023 – June 30, 2024
Option Years:	July 1, 2024 – June 30, 2025 (Option Year 1) July 1, 2025 – June 30, 2026 (Option Year 2) July 1, 2026 – June 30, 2027 (Option Year 3) July 1, 2027 – June 30, 2028 (Option Year 4)
Pricing:	Refer to Section 2.1 and Attachment A
Administrative Fee:	2.0%
Terms & Conditions:	Refer to Section 3
Ordering Options:	ifranklin@opg-3.com
Payment Options:	Purchase Order or Direct Voucher
Miscellaneous Information:	THIS AGREEMENT IS EXTENDED TO AUTHORIZED COPRO+ MEMBERS

Signature of Contractor's Duly Authorized Representative

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually an on behalf of the Contractor that:

(1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) All affirmations contained in the RFP are true and correct.

CONTRACTOR:	WAYNE RESA:
OPG-3, Inc.	
Firm Name	Name/Title
Authorized Representative Signature	Authorized Signature
Print Name/Title	Date
Date	

SECTION ONE: CONTRACT REQUIREMENTS

1.1 Scope of Work

Wayne RESA, in partnership with the Michigan Association of Counties (MAC) CoPro+ Program, has awarded multiple Master Agreements to contractors for a county-wide Document Repository Management System for consortium districts. Individual Districts or Districts/ISDs outside of the Consortium may elect to participate. For additional requirements and scope of work, see RFP and the awarded proposal response.

1.2 Service Capabilities

a) Communication Plan/Contract Management

i) The Contractor shall have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries should be responded to within forty-eight (48) hours or two (2) business days unless it is an emergency issue.

b) Primary Account Representative

i) John Voorhees
Address: 8030 Old Cedar Ave S, Bloomington, MN 55425
Phone: 651-233-5077
E-mail: jvoorhees@opg-3.com

1.3 Quotes/Order/Delivery/Inspection

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications along with specific response information required, deliverables, and any special terms and conditions. Contractor will respond directly to the requesting agency. The participating agency will issue their own purchase order and payments.

All services furnished must be in conformity with the participating agency specifications and will be subject to inspection and acceptance by the individual customers.

SECTION 2.0 – PRICING REQUIREMENTS & SCHEDULE

2.1 Pricing Schedule

2.1.1 Pricing Schedule Worksheets

See Pricing Attachment A.

2.1.2 Tax Excluded from Price
(a) Sales Tax: Wayne RESA and local units of government are exempt from sales tax for direct purchases. The contractor's prices must not include sales tax.

(b) Federal Excise Tax: Governmental entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the contractor's prices must not include the Federal Excise Tax.

2.1.3 The contractor agrees to provide pricing to Wayne RESA and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The contractor agrees to promptly lower the cost of any product purchased through Wayne RESA and its participating entities following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by Wayne RESA. However, the contractor must honor previous prices for thirty (30) days after approval and written notification from Wayne RESA if requested. If contractor has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

2.2 Administrative Fee

All pricing submitted to Wayne RESA and its participating entities shall include 2.0% remittance fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor's responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA for acceptance, using the same format as was accepted in the original contract.

SECTION 3.0 - TERMS AND CONDITIONS

1. Wayne RESA Rights & Responsibilities

Wayne RESA has the right to amend a bid by one or more written addendums. Wayne RESA is responsible only for that, which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each person or organization, which Wayne RESA records indicate has received a bid.

Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of Wayne RESA. Wayne RESA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

2. Conflict of Interest

No Wayne RESA employee or agent whose position in Wayne RESA enables him/her to influence the selection of a Supplier for this Solicitation, or any competing solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

3. Gratuities

It is improper for any Wayne RESA officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Master Agreement or that the Proposer's failure to provide such consideration may negatively affect Wayne RESA's consideration of the Proposer's submission.

A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne RESA officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Master Agreement.

4. Laws

4.1 General Authority

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

4.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

4.3 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Wayne County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

4.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

4.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., Wayne RESA must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of Wayne RESA, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Wayne RESA may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.

4.6 Environmental Provision

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. Wayne RESA must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify Wayne RESA; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) Wayne RESA may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. Wayne RESA may remove the Hazardous Material, render it harmless, or terminate the affected work for Wayne RESA's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

4.7 Freedom of Information

This Contract and all information submitted to Wayne RESA by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq**.**

4.8 Abusive Labor Practices

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

"Forced or indentured child labor" means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

5. General Provisions

5.1 Bankruptcy and Insolvency

Wayne RESA may, without prejudice to any other right or remedy, fully or partially terminate this contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method Wayne RESA deems appropriate if:
(a) the Contractor files for bankruptcy protection;
(b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
(c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
(d) the Contractor makes a general assignment for the benefit of creditors; or
(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under this contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by Wayne RESA To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating Wayne RESA ownership.

5.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the solicitation and this Contract or the project to which it relates will not be made without prior approval by Wayne RESA, and only in accordance with the instructions from Wayne RESA

5.3 Antitrust Assignment

The Contractor assigns to Wayne RESA any claim for overcharges resulting from county or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the contract.

5.4 Legal Effect

Wayne RESA is not liable for costs incurred by the Contractor or for payment(s) under this contract until the Contractor is authorized to perform under Section 1.3, Quotes/Order/Delivery/Inspection.

5.5 Entire Agreement

This contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this contract are incorporated in their entirety and form part of this contract.

5.6 Order of Precedence

Any inconsistency in the terms associated with this contract will be resolved by giving precedence to the terms in the following descending order:

(a) Mandatory sections (Contract Term, Legal Effect, Insurance, Indemnification, Termination, Governing Law, Limitation of Liability):

(b) The most recent Statement of Work related to this contract;

(c) All sections from Section 4 - Terms and Conditions, not listed in subsection (a);

(d) Any attachment or exhibit to the contract documents;

(e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the contract; and

(f) Proposer Responses contained in any of the solicitation documents.

5.7 Headings

The captions and section headings used in this contract are for convenience only and may not be used to interpret the scope and intent of this contract.

5.8 Reformation and Severability

Each provision of the contract is severable from all other provisions of the contract. If any provision of this contract is held unenforceable, then the contract will be modified to reflect the parties' original intent. All remaining provisions of the contract remain in full force and effect.

5.9 Approval

Unless otherwise provided in this contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

5.10 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the contract.

5.11 Survival

The provisions of this contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this contract.

5.12 Electronic Payment Requirement

The Contractor must state if they are able to receive electronic fund transfer (EFT) payments.

5.13 Cooperation with Third Parties

The Contractor and its Subcontractors must cooperate with Wayne RESA and its agents and other contractors, including Wayne RESA's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

5.14 Relationship of the Parties

The relationship between Wayne RESA and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of Wayne RESA. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

5.15 Time of Performance

(a) The Contractor must immediately notify Wayne RESA upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Wayne RESA-approved delivery schedule and must inform Wayne RESA of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by Wayne RESA has caused or will cause the Contractor to be unable to perform its obligations according to specified contract time periods, the Contractor must immediately notify Wayne RESA and, to the extent practicable, continue to perform its obligations according to the contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by Wayne RESA

5.16 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any

fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 10 days, and Wayne RESA reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to Wayne RESA, Wayne RESA may: (a) procure the affected deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from Wayne RESA as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

5.17 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

5.18 Examination of Records

Wayne RESA, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this contract. Wayne RESA does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this contract.

5.19 Audit Resolution

If necessary, the Contractor and Wayne RESA will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and Wayne RESA must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

5.20 Errors

(a) If an audit reveals any financial errors in the records provided to Wayne RESA, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between Wayne RESA's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

5.21 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

(i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;

(ii) A parole or probation proceeding;

(iii) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and

(iv) A civil proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of

fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to Wayne RESA from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any proceeding that is disclosed to Wayne RESA or of which Wayne RESA otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:

(i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or

(ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide Wayne RESA all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this contract.

5.22 Other Disclosures

The Contractor must notify Wayne RESA Administrator within 30 days of:

(a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or

(b) any changes to company affiliations.

5.23 CoPro+ Requirements

(a) The Contractor will work with CoPro+ to ensure that all purchasers are members before extending the Contract pricing.

(b) To the extent that CoPro+ Members purchase Deliverable(s) under this contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

(c) The Contractor must submit invoices to and receive payment from CoPro+ Members, Participating Entities, on a direct and individual basis.

5.24 Bid Protest Process

Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Wayne RESA during the solicitation process. Common reasons for Vendors filing a bid protest include:

- The Master Agreement was awarded to Vendor with higher prices.
- The Vendor proposal was rejected for invalid reasons.
- The Vendor awarded the resultant Master Agreement did not comply with solicitation specifications.

1. General Authority

Wayne RESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Wayne RESA departments, districts or agencies which are governed by Wayne RESA's Board.

2. Protest Procedure

Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on Wayne RESA's bid website, and notify all solicitation participants of the intended award via email.

A. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with Wayne RESA Administrator or the designee.
B. The bid protest, which must be received by Wayne RESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
C. Upon execution of the Master Agreement with the selected Vendor, Wayne RESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Vendor.
D. If a Vendor's bid protest is appropriately filed, Wayne RESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
E. Notwithstanding the foregoing, throughout the bid protest review process, Wayne RESA has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Wayne RESA reserves the right to make an award when it is determined to be in the best interest of Wayne RESA to do so.
F. Wayne RESA Administrator or designee will respond to all bid protests in a timely manner.

6. Insurance

6.1 Liability Insurance

For the purpose of this Section, "Wayne RESA" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) Wayne RESA, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, Wayne RESA is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without Wayne RESA's approval, Wayne RESA may, after giving the Contractor at least 30-days notice, pay the premium or procure similar insurance coverage from another company or companies. Wayne RESA may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect Wayne RESA from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against Wayne RESA for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by Wayne RESA

(iv) obtain insurance, unless Wayne RESA approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by Wayne RESA All policies of insurance must be issued by companies that have been approved to do business in Wayne RESA

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

6.2 Subcontractor Insurance Coverage

Except where Wayne RESA has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 6.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

6.3 Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that Wayne RESA and its agents, officers, and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy. The Contractor must provide Wayne RESA Administrator with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 6.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to Wayne RESA Administrator.

7. Indemnification

7.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

7.2 Employee Indemnification

In any claims against Wayne RESA, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

7.3 Patent/Copyright Infringement Indemnification

(a) To the extent permitted by law, the Contractor must indemnify and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against Wayne RESA to the

extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in Wayne RESA's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to Wayne RESA's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by Wayne RESA with appropriate credits to Wayne RESA against the Contractor's charges and reimburse Wayne RESA for any losses or costs incurred as a consequence of Wayne RESA ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend Wayne RESA for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of Wayne RESA; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by Wayne RESA; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

7.4 Continuing Obligation

The Contractor's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

7.5 Limitation of Liability

Neither the Contractor nor Wayne RESA is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this.

8. Warranties

8.1 Warranties and Representations

The Contractor represents and warrants:

(a) It is capable of fulfilling and will fulfill all of its obligations under this contract. The performance of all obligations under this contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this contract.

(b) The contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the contract's requirements.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to Wayne RESA by Contractor or developed by the Contractor for this contract, and Contractor has all of the rights necessary to convey to Wayne RESA the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to Wayne RESA, nor their use by Wayne RESA, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

(d) If the Contractor procures any equipment, software, or other Deliverable(s) for Wayne RESA (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to Wayne RESA or its designees, or afford Wayne RESA the benefits of, any manufacturer's warranty for the Deliverable(s).

(e) The contract signatory has the authority to enter into this contract on behalf of the Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Wayne RESA or otherwise create an appearance of impropriety with respect to the award or performance of this contract. The Contractor must notify Wayne RESA about the nature of any conflict or appearance of impropriety within two days of learning about it.

(h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of Wayne RESA would be influenced. The Contractor must not attempt to influence any Wayne RESA employee by the direct or indirect offer of anything of value.

(i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
(j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Proposer for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this contract to any other Proposer before the award of the contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.
(k) All financial statements, reports, and other information furnished by the Contractor to Wayne RESA in connection with the award of this contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.
(l) All written information furnished to Wayne RESA by or for the Contractor in connection with the award of this contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.
(m) It will immediately notify Wayne RESA Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the contract is awarded.

8.2 RESERVED

8.3 RESERVED

8.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to Wayne RESA All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which Wayne RESA, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

8.5 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 8, Warranties, the breach may be considered a material default**.**

9. Contract Administration

9.1 Issuing Office

This Contract is issued by Wayne RESA on behalf of all counties and local units of government. Wayne RESA Administrator or designee is the only entity authorized to modify the terms and conditions of this contract, including the prices and specifications. The Contract Administrator will be designated at the time of the contract award.

9.2 Contract Administrator

The Contract Administrator will monitor and coordinate contract activities on a day-to-day basis.

9.3 Contract Changes

(a) If Wayne RESA requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the contract, the Contractor must notify Wayne RESA before performing the requested activities. If the Contractor fails to notify Wayne RESA, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the contract and then ceases performing that work, the Contractor must, at the request of Wayne RESA, retract any out-of-scope work that would adversely affect the contract.

(b) Wayne RESA or the Contractor may propose changes to the contract. If the Contractor or Wayne RESA requests a change to the Deliverable(s) or if Wayne RESA requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, Wayne RESA Administrator will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the contract (Contract Change Notice).

(c) No proposed change may be performed until Wayne RESA issues a duly executed Contract Change Notice for the proposed change.

9.4 Price Changes

Prices quoted on all bids, are the maximum for a period of 365 days from the date the contract becomes effective. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) Wayne RESA may request a review upon 30 days written notice that specifies what deliverable is being reviewed. At the review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.
(c) In the event the review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.
(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then Wayne RESA may elect to exercise the next one-year option, if available.
(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then Wayne RESA may eliminate all remaining contract renewal options.
(f) Any changes based on the review must be implemented through the issuance of a Contract Change Notice.

9.5 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the contract.

9.6 Assignments

(a) Neither party may assign this contract, or assign or delegate any of its duties or obligations under the contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. Wayne RESA may, however, assign this contract to any other Wayne RESA, or local unit of government without the prior approval of the Contractor.
(b) If the Contractor intends to assign this contract or any of the Contractor's rights or duties under the contract, the Contractor must notify Wayne RESA and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. Wayne RESA may withhold approval from proposed assignments, subcontracts, or novations if Wayne RESA determines, in its sole discretion, that the transfer of responsibility would decrease Wayne RESA's likelihood of receiving performance on the contract or Wayne RESA's ability to recover damages.
(c) If Wayne RESA permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

9.7 Criminal Background Checks

Supplier hereby certifies that any employees, subcontractors and volunteers of the Supplier who will have duties related to the contracted services; have passed a Wayne RESA criminal history background check if required.

10. Acceptance of Deliverables

10.1 Delivery Responsibilities

Unless otherwise specified by Wayne RESA, the following are applicable to all deliveries:

(a) The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.

(b) The Contractor must ship the deliverable(s) "F.O.B. Destination, within Government Premises."

(c) Wayne RESA will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

10.2 Process for Acceptance of Deliverable(s)

Wayne RESA's review period for acceptance of the deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify Wayne RESA's review period, it is by default 30 days for a deliverable (Wayne RESA Review Period). Wayne RESA will notify the Contractor by the end of Wayne RESA Review Period that either:

(a) the deliverable is accepted in the form delivered by the Contractor;

(b) the deliverable is accepted, but noted deficiencies must be corrected; or

(c) the deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the deliverable.

If Wayne RESA delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the deliverable(s) with an explanation that demonstrates all corrections have been made to the original deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected deliverable from the Contractor, Wayne RESA will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected deliverable.

10.3 Acceptance of Deliverable(s)

(a) Wayne RESA's obligation to comply with any Wayne RESA Review Period is conditioned on the timely delivery of the deliverable(s). Wayne RESA Review Period will begin on the first business day following Wayne RESA's receipt of the deliverable(s).

(b) Wayne RESA may inspect the deliverable to confirm that all components have been delivered without material deficiencies. If Wayne RESA determines that the

deliverable or one of its components has material deficiencies, Wayne RESA may reject the deliverable without performing any further inspection or testing.
(c) Wayne RESA will only approve a deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. Wayne RESA may, in its discretion, conditionally approve a deliverable that contains material deficiencies if Wayne RESA elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct within a reasonable time at the Contractor's expense, all deficiencies in the deliverable that remain outstanding at the time of Wayne RESA approval.
(d) If, after three opportunities the Contractor is unable to correct all deficiencies, Wayne RESA may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of Wayne RESA's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, Wayne RESA cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat Wayne RESA Review Period that could reasonably have been discovered during a prior Wayne RESA Review Period.
(e) Wayne RESA, at any time and in its reasonable discretion, may reject the deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

11. Stop Work Order & Termination

11.1 Stop Work Order

Wayne RESA may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, Wayne RESA must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order.

11.2 Termination of Stop Work Order

The Contractor must resume work if Wayne RESA terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to Wayne RESA; provided

that, Wayne RESA may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 9.3, Contract Changes.

11.3 Allowance of the Contractor's Costs

If Wayne RESA fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 11.6, Termination by Wayne RESA, and Wayne RESA will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. Wayne RESA is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 11.1, Stop Work.

11.4 Notice and Right to Cure

If the Contractor breaches the Contract, and Wayne RESA, in its sole discretion, determines that the breach is curable, Wayne RESA will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. Wayne RESA does not need to provide notice or an opportunity to cure for successive or repeated breaches or if Wayne RESA determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

11.5 Termination for Cause

(a) Wayne RESA may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by Wayne RESA

(b) The Contractor must pay all reasonable costs incurred by Wayne RESA in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs Wayne RESA incurs to procure the deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If Wayne RESA partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which final acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If Wayne RESA terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 11.6,

Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

11.6 Termination for Convenience

Wayne RESA may fully or partially terminate this Contract for its convenience if Wayne RESA determines that a termination is in Wayne RESA's best interest. Reasons for the termination are within the sole discretion of Wayne RESA and may include: (a) Wayne RESA no longer needs the deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for Wayne RESA; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any solicitation issued by Wayne RESA Wayne RESA may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If Wayne RESA chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

11.7 Termination for Criminal Conviction

Wayne RESA may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a Wayne RESA, public, or private Contract or subcontract.

11.8 Rights and Obligations upon Termination

(a) If Wayne RESA terminates this Contract for any reason, the Contractor must:

(i) stop all work as specified in the notice of termination;

(ii) take any action that may be necessary, or that Wayne RESA may direct, to preserve and protect deliverable(s) or other Wayne RESA property in the Contractor's possession;

(iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of Wayne RESA;

(iv) transfer title in and deliver to Wayne RESA, unless otherwise directed, all deliverable(s) intended to be transferred to Wayne RESA at the termination of the Contract (which will be provided to Wayne RESA on an "As-Is" basis except to the extent Wayne RESA compensated the Contractor for warranty services related to the materials);

(v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and

(vi) take all appropriate action to secure and maintain Wayne RESA information confidentially.

(b) If Wayne RESA terminates this Contract under Section 11.6, Termination for Convenience, Wayne RESA must pay the Contractor all charges due for deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by Wayne RESA All completed or partially completed deliverable(s) prepared by the Contractor, at the option of Wayne RESA, become Wayne RESA's property, and the Contractor is entitled to receive equitable compensation for those deliverable(s). Regardless of the basis for the termination, Wayne RESA is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to deliverable(s) not actually completed.

(c) If Wayne RESA terminates this contract for any reason, Wayne RESA may assume, at its option, any subcontracts and agreements for deliverable(s), and may pursue completion of the deliverable(s) by replacement contract or as Wayne RESA deems expedient.

11.9 Reservation of Rights

In the event of any full or partial termination of this contract, each party reserves all rights or remedies otherwise available to the party.

11.10 Contractor Transition Responsibilities

If this Contract terminates under, Termination by Wayne RESA, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to Wayne RESA or a third party designated by Wayne RESA within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

11.11 Termination by Contractor

If Wayne RESA breaches the contract and the Contractor, in its sole discretion, determines that the breach is curable, the Contractor will then provide Wayne RESA with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if Wayne RESA: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that

makes it impossible or commercially impractical for the Contractor to complete the deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 4.10, Dispute Resolution, before it terminates the contract.

ATTACHMENT A – PRICING

Contractor has been awarded an optional use contract to provide document storage solutions for local units of government and school districts within Wayne RESA, Michigan and surrounding areas. As a result of a competitive solicitation performed by Wayne RESA, municipalities and school districts have access to a pool of pre-qualified contractors available for document storage solutions. The vendors were competitively selected as having been qualified as defined during the Request for Proposals process. This contract enables public municipalities, non-profit organizations, and school districts to "piggyback" and purchase on an "as needed" basis from the contractors selected by this competitively awarded contract.

See Attachment A of Contractor's proposal for pricing details.

OPG-3 | Content Management
Process Automation
Enterprise Transformation

RFP Response:

Document Storage Solution

For: Wayne RESA

January 27, 2023

Laserfiche®
Run Smarter®

OPG-3, Inc. | 8030 Old Cedar Ave, Suite 205
Bloomington, MN 55425 | 651.233.5075
www.opg-3.com | Federal ID
47-5292344

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PROPOSER RESPONSES TO SCOPE OF WORK AND PRICING

Minimum Mandatory Requirements

All proposals will be reviewed for compliance with the mandatory requirements. Proposals deemed non-responsive will be eliminated from further consideration.

Interested and qualified proposers that can demonstrate their ability to successfully provide the goods and services requested under this RFP are invited to submit proposal(s), provided they meet the following requirements:

1. Proposer must have successfully implemented their proposed document storage solution for one comparable customer within the last three years.

Proposer will enter responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the amount of words used for responses.

Proposer Response:

OPG-3 provides and supports Laserfiche for nearly 100 school districts throughout the upper Midwest. Notable implementations in the last 3 years include Jefferson County Schools in Colorado, Anoka-Hennepin School District in Minnesota, and Utica Community Schools in Michigan.

Services Period

Proposals shall include the opportunity for separate databases and data transition. Separate costs must be provided in Attachment A – Pricing Schedule of the proposal. This service is for the time period from July 1, 2023, through June 30, 2024. Multiple year proposals will be considered.

OPG-3 and Laserfiche are proposing separate instances of the cloud-native or self-hosted Laserfiche software while supporting the goal of lowering unit prices through a cooperative purchasing agreement. Laserfiche offers bot single and multi-year contracts. In order to provide cumulative volume-based discounts to all districts purchasing off the contract, the decision to enter into a single or multi-year contract should apply to all purchasing under the contract.

Price should be held valid for one year to any district purchasing through this bid award.

The pricing provided in this proposal will remain valid for one year from the date it's submitted.

Award of this proposal is contingent upon the approval of funding from Wayne RESA Board of Education. Electronic forms of all bid documents are available online at: Wayne RESA Bid Documents

Understood

Selected Suppliers may be required to make oral or other presentations. Failure of a Supplier to conduct a presentation on the date scheduled may result in rejection of the Supplier's proposal. In addition, Wayne RESA may decide to make site visits to the selected Suppliers' reference sites or other sites provided by the Supplier.

OPG-3 welcomes the opportunity to demonstrate the proposed Laserfiche solution.

Requirements

Proposer shall complete the Features Specification Table in Section 1.3.1, indicating if their solution supports the requirement or does not support the requirement in each row by checking the corresponding table cell. For responses, indicating, "Supported", Proposer shall provide comments demonstrating how they will meet/support the requirement. For responses, indicating, "Not Supported", comments are optional.

Features Specifications

	Supported	Not Supported	Comments
1. Platform solution			
a. Vendor Hosted Solution	X		Laserfiche Cloud is a cloud-native platform that provides document imaging, document management, records management, process automation and workflow functionality.
i. Describe the location of repository	X		For US customers, Laserfiche Cloud is hosted in the Amazon Web Services Pacific Northwest region. All data is hosted and stored in the United States.
ii. Technical Specifications: Provide details here or attach a document from review.	X		Technical Specifications is a vague term. Laserfiche is willing to provide a high-level network topology diagram that shows data flows and security gates if a mutual non-disclosure agreement is executed. This information is considered "confidential trade secrets" and is not included in RFPs that may be made public. In general, Laserfiche Cloud was developed specifically to leverage the elastic scalability of AWS and automatically replicates data between data centers within the AWS region for high availability. Laserfiche Cloud does not require any software to be downloaded but provides client-side applications for scanning, printing directly into the repository and integrating with other applications.

	Supported	Not Supported	Comments
			The Laserfiche Repository includes document imaging, document management and Department of Defense certified (DoD 5015.2) records management, security auditing and reporting capabilities. The Process Automation suite provides the ability to build business processes that utilize web forms to collect information and documents throughout a process. The workflow system provides the ability to generate structured content from data captured through a process, automate actions within the repository and synchronize data with other applications.
b. On Premise Solution			
i. Describe possible location of the repository	X		Repository data is made up of system metadata managed through a SQL Server database and Laserfiche Volumes that can be stored on any media that can be accessed via UNC path.
ii. Technical Specifications: Provide details here or attach a document from review.	X		The self-hosted Laserfiche software employs a multi-server, multi-repository model so customers have complete control over system topology. Similar to Laserfiche Cloud, the self-hosted software bundles the comprehensive set of tools listed above.
c. End User Technical Specifications: Provide details here or attach a document from review.	X		As mentioned above, Laserfiche does not require any software to be downloaded. Any device that can run a supported browser (Chrome, Edge, Safari and Firefox) can access Laserfiche via the Web Client. The Web Client is responsive and adjusts layout and presentation based on device type and screen size. Additionally, Laserfiche bundles mobile apps for the iOS, Android and Windows mobile operating systems.
i. Scanner hardware compatibility	X		Laserfiche is compatible with all scanners that support TWAIN or ISIS scanner drivers.

	Supported	Not Supported	Comments
ii. Support for network attached multi-function copiers	X		The Laserfiche Import Agent was designed specifically to work with networked multi-function copiers. It can be configured to monitor network locations where scanned documents are saved, automatically process documents and file them in the repository. Additionally, Laserfiche supports native applications for Ricoh and Samsung copiers.
d. Flexible Architecture for folders and files	X		Laserfiche utilizes a nested folder hierarchy to organize documents. It's OPG-3's standard practice to implement document filing workflows that build and manage the file plan (folder structure, standardized naming, metadata schema and records management objects) automatically.
e. Multi-tenant capable - allowing one entity to manage multiple instances belonging to affiliated organizations	X		For self-hosted deployment, Laserfiche provides the ability to set up "Organizations" within the Laserfiche Directory Server (where licenses are managed). This functionality was developed specifically for cooperative purchasing and shared service scenarios. For Laserfiche Cloud, the system is natively multi-tenant, but aggregating and centralizing billing is handled manually by the Solution Provider (OPG-3). Management of the systems is performed by a "Support User" account that can be activated on demand and is automatically de-activated after a set period.

	Supported	Not Supported	Comments
2. Secure - Access Control & Monitoring - The following specifications seek to understand how the system provides login, data controls, audit logs and secure access to data.			
a. User Security			
i. Capable of Multi-Factor Authentication (MFA) or SSO	X		Laserfiche Cloud supports both MFA and SSO
ii. Log every action	X		The Laserfiche audit trail system provides very granular auditing capabilities including successful and failed actions, administrative activity and search terms. The level of auditing can be configured at the user or group level.
iii. Support of flexible security (granular, by page, permissions)	X		Laserfiche provides a very granular, multi-level security model. Feature rights define what a user can do generally. Privileges are similar but encompass administrative type activities and can be distributed across multiple roles. Access rights are where security is fined tuned within the repository and can be set at the folder, document or page level. Setting Access Rights follows the Windows paradigm using scope and inheritance. Additional levels of security can be applied that supersede the rights described above including security tags, field security, template security and volume (for self-hosted deployment) security.
iv. Role / Permission User security "Granular rights Management"	X		Laserfiche provide integration with Active Directory where AD groups are linked to Laserfiche Groups. In most cases, roles are defined using a combination of groups for department (access) and role (functionality).
b. Backup option for local storage to be offline, off net	X		Laserfiche is compatible with standard backup tools. The system requires the backup of database and volume files.
c. Backup option for cloud services	X		Laserfiche Cloud automatically takes daily snapshots that are used for backup.

	Supported	Not Supported	Comments
d. Password policy options, if SSO not enabled	X		It's not an either/or option. "Laserfiche Accounts" can be created that use a user/password option for login and Laserfiche provides the ability to set password age, length, complexity, etc. based on your requirements.
e. Encryption options	X		In Laserfiche Cloud, data is encrypted at rest and in transmission. For self-hosted solutions, the Laserfiche applications use SSL and IP Sec for communication and data at rest can be encrypted using standard database and full disc encryption tools.
f. Describe systems independent testing of security vulnerabilities. Please provide by which company/organization.	X		Laserfiche employs White Hat security to perform code review and active penetration testing. Additionally, Laserfiche undergoes a SOC 2, Type II audit covering data privacy and data protection every 2 years.

	Supported	Not Supported	Comments
3. Secure - Data Lifecycle Management - The following specifications seek to understand the system supports current storage, retention and destruction standards.			
a. Meets State of Michigan Record retention requirements (i.e. Flagging retention duration and compliance for destruction)	X		Both self-hosted and cloud-native deployment options provide Department of Defense (DoD 5015.2) certified records management functionality. This comprehensive set of lifecycle management tools can be implemented "transparently" so the rigid structure of a traditional file plan is not needed and the repository can be designed to meet the needs of each department.
b. Ability to freeze all documents for Legal hold	X		Legal Holds can be applied that freeze retention and block any ability to process documents even if their retention period has expired.
c. Ability to archive historical documents as "inactive"	X		Historical records would be cut-off so they're locked down and cannot be modified, but not retention period or final disposition will be applied so they're kept permanently. This is different than applying a formal "Permanent" designation but provides the same result with much more flexibility.
d. Describe standards of encryption supported in databases, systems, or applications.	X		As mentioned above, all data is natively encrypted in Laserfiche Cloud. With self-hosted deployment, data in transit is encrypted using SSL or IP Sec. Data at rest is encrypted using the database and/or full disc encryption tools within your technical environment.

	Supported	Not Supported	Comments
4. Secure - Data Ownership - The following specifications seek to understand data protection, privacy and ownership rights.			
a. Data is stored in compliance with CJIS standards	X		OPG-3 has deployed Laserfiche for more than 150 cities in the Upper Midwest and has always been able to meet their interpretation of CJIS standards.
b. Data is stored in compliance with HIPAA standards	X		Native to Laserfiche Cloud, part of your standard practice within your network.
c. Supports compliance with State and Federal Privacy Laws including but not limited to HIPPA, FERPA and Children's Online Privacy Protection Rule ("COPPA"), by ensuring only district authorized persons have access to Personally Identifiable Information (PII).	X		Native to Laserfiche Cloud, part of your standard practice within your network.
d. Describe Personal Identifiable Information(PII) collected for people including teachers, staff, students, others.	X		The metadata fields used to collect information about documents are user defined. There's no requirement to collect PII. As mentioned previously, those fields can be secured regardless of a user's access or feature rights. PII contained within a document can be secured through redaction. Additionally, Laserfiche workflow can automatically apply redactions based on text pattern.
e. Describe student data collected and the purpose.	X		As mentioned above, this is user/organization defined. Typically, Student ID, Name and Grad date are collected along with Document Type. Everything else can be accessed via integration with the student information system.
f. Do you share student or staff data with any third party? If so, why?		**X**	Neither OPG-3 nor Laserfiche will share any student or staff data with a third party. OPG-3 does not utilized subcontractors and all engineers go through a CJIS background check every 2 years.
g. Have you taken the Student Privacy Pledge (SPP)?		**X**	We have not but will if awarded this contract.
h. Data must be property of District and Export provided upon request with indexing	X		All data is your property. You always have the ability to export documents and metadata in an ad-hoc or bulk fashion.

	Supported	Not Supported	Comments
i. Do you have a hold harmless agreement (HHA) that you can provide in this response? Please include.	X		The End User License Agreement (EULA) has been attached.
j. Do you notify your customers of changes in any of the above sections of Data Governance? If so, what is your method of notifications?	X		For Laserfiche Cloud deployment, users are notified of updates and the agreement is available online.
k. How is student data stored, where (location) and how is it protected?	X		As mentioned previously, whether or not student data is collected and stored is up to the school/district when they design their file plan working with OPG-3. If student data is collected, it's stored in the database (AWS Pacific Northwest Region for Laserfiche Cloud, your local network for self-hosted). In Laserfiche Cloud, the data is encrypted at rest and in transit. For self-hosted deployment, it's secured using your network security.
l. Explain the backup process: Are the backups encrypted in transit, who has access to backups, and if we discontinue business with your company, are backups of our data purged?	X		For Laserfiche Cloud, snapshots are taken daily and used as backups. If the system needs to be restored, that happens automatically, and no one has direct access to the snapshots (they are encrypted in ASW S3 storage). If an organization decides not to renew their Laserfiche Cloud subscription, they have 90 days to export their data and then all data (including backups) is purged. For self-hosted deployment, the system is backed up using your preferred backup tools and secured using your existing policies.

	Supported	Not Supported	Comments
5. Usable - Data Capture Controls - The following specifications seek to understand how the system efficiently enforces quality data capture.			
a. Searchable	X		Laserfiche provides OCR and text extraction tools to make the contents of documents full-text searchable. Laserfiche Cloud also offers handwriting recognition.
b. Describe system ability to edit/clean scanned documents	X		Laserfiche Scanning and Laserfiche Quick Fields provide several document cleanup tools. However, most of these tools are also available through your scanner at the hardware level. OPG-3 always uses the scanner tools when available because it's much faster.
c. Describe system ability to auto-file scanned documents	X		As mentioned previously, it's a standard OPG-3 practice to implement capture workflow processes that build and manage the file plan automatically.
d. Describe system ability to add comments/notes to documents	X		Users with the appropriate security permissions can apply annotations to documents (as overlays that don't modify the imaged document) such as notes, stamps, text callouts, redactions, highlights, etc. Users can mark their annotations as private (only they can view) and/or protected (only they can modify). Additionally, annotations with text are added to the searchable text associated with the document.
e. Describe document level indexing and file/folder level indexing	X		Laserfiche fields are user defined metadata that can be configured as text, number, currency, date or list objects. List fields can be automatically populated from lookup tables and filtered based on previous choices. Fields can be grouped together as Templates (document type) or applied individually. They can be applied at the document and folder level.

	Supported	Not Supported	Comments
6. Usable - Localized Data - The following specifications seek to understand how the system allows for the flexible or localized data elements.			
a. File and document tagging	X		Laserfiche provides the ability to define and apply informational and security tags to documents and folders.
b. Describe ability to search and export documents with a shared tag or PII element	X		Laserfiche provides the ability to search for documents based on any property including tag or PII element (defined as a field) and export them as long as the user has been granted the necessary permissions.

	Supported	Not Supported	Comments
7. Usable - Reporting / Redaction - The following specifications seek to understand how the system supports sharing of summary and detailed data.			
a. <u>Easily view logs of every action including:</u>	X		
i. When a document was scanned or imported into the system (and by whom).	X		As mentioned previously, every action can be logged and audit history/reports can be viewed from the document/folder directly or through the Audit Trail Reporting system.
ii. When and how a document was indexed, and/or reindexed (and by whom).	X		See above
iii. If and when a document was moved from one data collection to another (and by whom).	X		See above
iv. If and when a copy was printed or uploaded (and by whom).	X		See above
v. Is there an ability to limit printing of documents and/or watermarks for secured document?	X		The “export” event can be controlled. Users can be given the ability to export (print, download, email) documents but required to provide a reason and the system can also apply a watermark (static or dynamic) to provide

	Supported	Not Supported	Comments
			additional security to documents that have been taken out of the system.
vi. Location / workstation the action was performed.	X		If users are accessing the repository via the Windows client, their workstation will be logged. If they're using the Web client, their IP Address will be logged.
vii. If and when a document was viewed/accessed (and by whom).	X		As mentioned previously all activity can be logged. All activities include user and date/time action occurred.
viii. What searches were executed (and by whom), whether or whether not any documents were returned.	X		Search terms and number of results are logged.
b. Customized Reports: Audits, compliance view of data/transactions	X		Audit reports can be generated directly from the document folder or through the Audit Trail Reporting system. Custom reports can be defined and published, and users can subscribe to them.

	Supported	Not Supported	Comments
8. Usable - Data Integration - The following specifications seek to understand how the system supports data integrations and exports.			
c. Access integration with existing Student Information Systems and Financial systems (i.e. use a piece of information from SIS to pull up folder or reference in document repository – Student ID)	X		Laserfiche provides several out-of-the-box integration tools and looking up data from SIS and finance systems is one of the most common. Conversely, Laserfiche Connector can be used to image-enable the SIS or Finance system by making documents available through their interfaces using metadata (such as Student ID) as search criteria. Connector can run advanced searches so the integration can be very specific, and you can set up multiple actions for Connector.
d. Application integration Student Information System (MISTAR-Q, Skyward, Illuminate, Powerschool, Edulink)	X		With nearly 100 school district customers in the Upper Midwest, OPG-3 has integrated Laserfiche with several

	Supported	Not Supported	Comments
			student information systems. Skyward and Powerschool are the most common.
e. Application integration ERP (SMART, Frontline, Red Rover)	X		OPG-3 has integrated Laserfiche with SMART, Frontline and several other ERP systems. Red Rover does not show up in our customer notes but that doesn't mean we haven't integrated with it.
f. Application integration Other (Service Desk/Project Mangement - Jira, Slack, MS Teams)	X		Laserfiche provides an out-of-the-box integration with Teams but Connector can be used to integrate with the other cloud-based project management tools.
g. Michigan Data Hub	X		Laserfiche provides the ability to call web services from a workflow in real-time or on a schedule.
h. Integration customization / creation process	X		The SDK Laserfiche makes available to Solution Providers and customers includes the same programming interfaces Laserfiche uses to build all client-side applications so it's comprehensive, production tested and well documented.

	Supported	Not Supported	Comments
9. Usable - Data Relationship Mapping - The following specifications seek to understand any data object-relationship map available that supports conducting a data inventory.			
a. Describe documentation available to organize, catalog, and index documents and meta data	X		The Laserfiche Solution Marketplace provides more than 100 free solution templates that include documentation related to organizing, cataloging and indexing metadata. Additionally, OPG-3 has developed a series of templated frameworks (menu solutions) specifically for school districts that include "infrastructure" solutions targeting the capture and organization of documents and metadata.

	Supported	Not Supported	Comments
10. Trustworthy - Supporting Business Rules - The following specifications seek to understand how the system support district's documented business rules, workflow and processes.			
a. Describe ability to support workflow integrations	X		The Laserfiche workflow system includes a set of preconfigured integration activities that provide the ability to configure real-time and scheduled integrations.
b. Describe ability to customized business rules for workflows	X		The Laserfiche Process Modeler and Workflow Designer both use a canvas with activities that are dragged, configured according to a wizard and connected visually.

	Supported	Not Supported	Comments
11. Trustworthy - Data Repair - The following specifications seek to understand how the system allows correcting data with auditing/documentation/proof.			
a. Describe ability to repair/correct data and capture appropriate auding documentation	X		The capture workflows OPG-3 implements are predicated on lookups to validate metadata and lookup supplementary information. They utilize dynamic fields that perform the lookup in real-time, so users know if the data they input (or selected) was correct. We specifically configure this type of real-time validation to minimize the use of exception/correction queues. In cases where document processing may be automated, rules based on lookups, required fields or confidence levels can be used to route documents to a queue for data repair.
b. Ability to review and correct bulk updates and imports.	X		Most of the relevant bulk updates are built into the menu solutions we provide. For example, when an employee changes their name or terminates their employment, Laserfiche determines that change via integration and

			workflow automatically applies that change to all documents.

	Supported	Not Supported	Comments
12. Trustworthy - Data Restoration - The following specifications seek to understand how the system allows for restoration of incorrectly or improperly changed data.			
a. In the event of a data security breach, how quickly will you notify us-and what steps will you take?	X		For Laserfiche Cloud, this is part of the Laserfiche Cloud Agreement. For self-hosted deployment, the customer owns the data and would be responsible for identifying breaches to their network.
b. Retention Schedule tagging	X		Applying cutoff rules, retention schedules and final disposition is a file plan component that is set automatically by workflow. Furthermore, business processes that monitor changes in other systems (like termination of employment or graduation) can automatically perform cutoff which starts the retention period.

	Supported	Not Supported	Comments
13. Optional Services:			
a. Describe available Scanning Services for digitizing paper document stores.	X		OPG-3 partners with Scanning America, a national scanning service bureau. Scanning America uses Laserfiche to digitize and index documents and we work closely to provide file plan definitions so the documents they scan can be integrated into the repository.

b. Describe available and included Training Services	X		Laserfiche provides a series of training videos embedded into the Laserfiche Cloud platform. Laserfiche also offers online training and certification and OPG-3 provides scholarships to up to 4 personnel for each new customer. Every project OPG-3 implements is governed by a statement of work that includes system documentation as well as user and admin training as deliverables in the last phase of the project. OPG-3 also hosts free monthly "Lunch and Learn" training sessions that are open to all customers and rotates between basic and advanced topics.
c. Describe available and included Workflow creation services initially and ongoing.	X		OPG-3 provides implementation services including the design, implementation and support of business processes. As mentioned previously, OPG-3 has a menu of templated solution frameworks that are designed to be rapidly implemented and customized for each implementation.
d. Describe available Secure form creation tools and process	X		See above
e. Describe available and included Data migration services	X		Nearly every new implementation OPG-3 performs includes a migration from a legacy system. OPG-3 has developed a set of migration tools that allow us to migrate systems in a cost-effective manner.
f. Describe support for capture and management of Digital Signatures	X		Laserfiche includes signature capabilities in Laserfiche Forms and offers integration with DocuSign and Adobe Sign. OPG-3 has a strong partnership with DocuSign.

Statewide Cooperative Contract

Wayne Resa is working with the Michigan Association of Counties CoPro+ program on this bid solicitation. If your bid meets the minimum qualifications, is responsive and responsible and offers competitive pricing you may be considered and approached to extend a term agreement and pricing to other public entities within the county, the region, and the state, in accordance with Michigan Compiled Laws 124.504. This process is called "piggybacking"; it offers tremendous value to public ordering entities regarding the cost and time to manage an end-to-end purchasing event. This process also offers exceptional value to selected vendors in terms of their company's resources and time to respond to multiple solicitations from various public entities who have a similar need for their products or services.

All pricing submitted to Wayne RESA and its participating entities shall include a 2% administrative fee to be remitted to CoPro+ by the contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the contractor's responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA/CoPro+ for acceptance, using the same format as was accepted in the original contract.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

Solution Questions

The Proposer shall provide a summary that should describe the following:

a) Key differentiators in service offerings, account management, and value-added services proposed by your company

b) Your understanding of the scope of requirements and the level to which your proposal has met the requirements

c) Your approach to meeting the requirements and a description of any services you are proposing to provide as part of your proposal.

Proposer Response:

Laserfiche has been developing content management and process automation software for more than 35 years and is regularly recognized as a pioneer and leader in the industry. Recently, Laserfiche was recognized as the industry leader in K-12 and Higher Education by Gartner Research and achieved the highest scores of any content services provider in the Gartner Peer Insights survey. Laserfiche has always been recognized for providing intuitive user interfaces and democratizing tools and functionality normally associated with very expensive "enterprise" deployments.

OPG-3 has been designing, implementing, and supporting innovative Laserfiche solutions in

the Upper Midwest for more than 25 years. OPG-3 has been recognized as a Premier Laserfiche Solution Provider and has partnered with nearly 100 school districts. To help school districts leverage their investment in Laserfiche, OPG-3 has developed a menu of templated solution frameworks specifically for schools and several that are universal (human resources and finance related).

OPG-3 has worked with several cooperative purchasing groups or consortiums, so we understand it's important to offer standardized pricing that rewards all participants while working with them as independent entities in terms of implementation. This allows group/consortium members to reap the benefits of group purchasing and custom deployment simultaneously. If there's a solution or process that's common across the group, OPG-3 will create a new solution template that will allow us to offer it at half the cost of a custom implementation.

OPG-3 has Developed a customized implementation of the Agile methodology that fits this type of project while providing the governance often required by school districts. From Agile, we prefer to write requirements as user stories, we rapidly build prototypes to provide context and we provide weekly Sprint Demos to solicit feedback and show progress. From Waterfall, our methodology is spread across 5 phases with defined activities and deliverables that must be accepted before moving to the next phase. That means customers have 5 opportunities to confirm whether we're meeting the requirements of the services we're contracted to provide.

Comprehensive List of Assumptions

Rather than have assumptions be scattered throughout the proposal, Wayne RESA requires that all assumptions be listed and explained in this section. Please ensure that all assumptions listed reference the appropriate section of the RFP and/or associated services.

Proposer Response:

NA

Production Specifications

1.4.1 Reservation of Rights

All products being bid shall be certified as new and unused. Please bid the product lines of nationally recognized manufacturers. However, the Wayne RESA will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Wayne RESA further reserves the right to waive any irregularity or informality in the RFP process or any bid, and the right to award to one or multiple vendors. Wayne RESA reserves the right to add or delete products from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Wayne RESA may use the individual product cost, or the sum of groups of products, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Wayne RESA

reserves the right to request additional information from any or all Proposers. Wayne RESA also reserves the right to select one or more vendors to award a contract to under this RFP. In the event a bid is accepted by Wayne RESA and the vendor asserts exceptions, special considerations or conditions after acceptance, Wayne RESA, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

1.4.2 Competition Promoted

The name of a model, manufacturer or brand in Wayne RESA bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Wayne RESA to provide a multitude of options to the eligible agencies. Wayne RESA expects all supplies, materials, equipment or products bid to meet or exceed the specifications set forth in this RFP. Further, it is Wayne RESA's intent that this RFP permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment or products requested in this RFP are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Wayne RESA, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFP and possess equivalent and/or better qualities. It is the Proposer's responsibility to notify Wayne RESA in writing if any specifications or suggested comparable equivalent products/brands require clarification by Wayne RESA prior to the due date for bids.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

Product Specifications

All products furnished must be in conformity with the participating agency requirements and specifications and will be subject to inspection and acceptance by the individual customers at delivery. The right is reserved to reject and return at the risk and expense of the vendor.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes ☐ No

Service Capabilities

1.6.1 Communication Plan/Contract Management

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not

addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

Proposer Response:

Communication is provided through weekly status meetings that include budget, timeline, impediments and issues. Also, our kickoff presentation includes a role-mapping matrix that aligns team members by relationship and responsibility to the potential issues listed above are communicated by and to the right people.

1.6.2 Primary Account Representative

Proposers must identify by name and location the primary account representatives who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents.

Proposer Response:

John Voorhees will be the primary account representative and contact for reports and bid documents.

8030 Old Cedar Ave, Suite 205
Bloomington, MN 55425
E: jvoorhees@opg-3.com
P: 651-233-5077

Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries should be responded to with forty-eight (48) hours or two (2) business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.).

Proposer Response:

Every new customer is assigned to a Solutions Manager as their primary contact for the first year. If there are ongoing projects, they will remain partnered with their Solutions Manager until all planned work has been completed. At that point, the relationship will be transferred to the Customer Success Team that's responsible for customer service type activities. Additionally, all issues related to technical support go directly to the OPG-3 support team that strives to take calls live but guarantees a 4-hour response time. Support is available from 7AM – 6PM Central M-F. Afterhours and weekend support is available at an additional cost.

Purchase Orders

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating agency will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be shipped and billed directly to these institutions.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes	☐ No

Delivery and Acceptance

Proposer should address the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this bid.

- All pricing must reflect net 30 payment terms.
- Ordering/customer service capabilities and procedures.
- Policies and procedures for an organization accepting product/service.

Proposer Response:

For software a signed quote or proposal is required for acceptance. Professional services projects of 25 hours or less are governed by Streamlined Scopes of Work and require explicit email approval for acceptance. Professional service projects of 25 hours are more are governed by standard scopes of work and require signature through DocuSign for acceptance.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes	☐ No

Management and Staff

Proposer should address the following items in their proposal.

- Project Management of the contract.
- Staffing and responsibilities.
- Process and procedures to keep safe and secure facilities when delivering products/services.
- Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.

Proposer Response:

Role	Name	Experience
Solution Manager	John Voorhees	John's primary role is identifying business needs and opportunities for improvement and providing solutions that offer significant business value. Recent experience includes: • Enterprise deployment for Zumbro Valley Health Center, Inc. • Enterprise deployment for IC System, Inc. • Account Manager for ISD #916 NE Metro, MN • Account Manager for Utica Community School District, MI John has a Bachelor of Arts in Business from Concordia College, MN
Project Owner	Brandon Hughes	Brandon has more than 12 years of experience implementing Laserfiche solutions at OPG-3. Brandon has significant experience with data conversion and migration, integration and custom development. Relevant project experience includes: • Online Permitting with Permit Works solution for the cities of Cambridge and Rosemount, MN • Post-Hire Onboarding solution for cities of Apple Valley, Farmington and Shakopee, MN • Election Judge solution for cities of Apple Valley, Burnsville, Farmington, Northfield and Shakopee, MN Brandon has an Associate of Science degree in Programming and Applications
Project Owner	Christopher Ayre	Chris has 13 years of experience implementing Laserfiche solutions at OPG-3. Chris has significant experience with citywide implementations, records management and integration. Before joining OPG-3, Chris spent 3 years using and administering Laserfiche. Relevant project experience includes: • Citywide deployment for the City of Brooklyn Park, MN • AP Automation for the City of Dubuque, IA and Iowa Fifth Judicial District

		• Benefits application and tracking for the Minnesota Department of Veteran's Affairs Chris has a Bachelor of Arts in Mathematics with a minor in Computer Science.
Product Owner	Jereb Cheatham	Jereb has spent the last 3 years as the Product Owner for the OPG-3 services delivery team as part of a transition from Waterfall to Agile project management. Before joining OPG-3, Jereb spent 18 years in various management and executive roles at Laserfiche where he built and managed the Presales and Training teams, the curriculum for the Laserfiche Empower conference and the Laserfiche Consulting team. Relevant project experience includes: • Enterprise deployments and shared services for the Texas A&M University System, the University of California at Davis and the State of Alabama • AP Automation across 12 sectors for Compass Group USA • Records Management implementations for the Los Angeles County Community Development Center, the California Insurance Guarantee Association, Arrowhead Economic Opportunity Agency and Agribank FCB Jereb has a Bachelor of Arts in Mathematics with a minor in Economics

Pricing Schedule

Respondents will provide pricing information on the price sheet (**Attachment A**) that will be utilized when evaluating price competitiveness.

1.11.1 RESERVED

1.11.2 Bid Pricing

Proposers have the option to provide high-volume pricing. Proposers who offer high-volume pricing may be evaluated more favorably than those who do not. Proposers should specify this discount option within their cost proposal and at what level.

1.11.3 Quantity Term

Vendor agrees to supply the complete quantity and products that each customer requires.

1.11.4 Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates and special pricing opportunities available. Wayne RESA must approve promotional materials referring to the

Wayne RESA/CoPro+ Agreement prior to release. Wayne RESA/CoPro+ will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Wayne RESA/CoPro+ awarded items:

A. Submit all promotions for approval
B. Identify the savings amount
C. Identify the final price
D. Specify the time period in which a purchase must be made
E. Identify the link to a rebate form (preferred) or provide the form

1.11.5 Tax Excluded from Price

(a) Sales Tax: Wayne RESA and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Wayne RESA may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Wayne RESA's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

Proposer Response:

Laserfiche Licensing Structure

Laserfiche employs a named-user licensing model tied to an annual subscription. Laserfiche offers two potential types of users:

- Named Full Users
- Named Participant Users

A Named Full User has full access to all Laserfiche applications and can be granted the rights and privileges needed to:

- Configure and administer the overall system
- Build forms, business processes, and workflows
- Capture and update documents directly into the repository
- Start and participate in business processes
- Build and access reports and dashboards

A Named Participant has access to the Laserfiche Web, Windows, and Mobile applications and can be granted rights to perform limited actions including:

- Start and participate in business processes
- Access documents from the repository in read-only mode

Laserfiche Cloud Subscription User Tier Breaks and Pricing

Product Description	Quantity	Price
Business Users	25-49	$950
	50-99	$905
	100-199	$755
	200-499	$735

	500-999	$435
	1,000+	$300
Professional Users	10-49	$830
	50-99	$700
	100-199	$670
	200-499	$460
	500-999	$310
	1,000+	$210
Starter Users	1-50	$600
Participant Users	10-199	$120
	200-499	$72
	500-999	$54
	1,000+	$42
Public Portal	Up to 1,000 views per month	$600
	Up to 10,000 views per month	$4,200
	Increments of 10,000 views per month	$4,200
Forms Portal – Standard	Up to 1,000 views per month	$1,800
	Up to 10,000 views per month	$4,400
	Increments of 10,000 views per month	$4,400
Records Management		$5,750
Laserfiche Vault		$3,000
Laserfiche Smart Invoice Capture	Up to 10,000 Invoices per year	$6,000
	Up to 20,000 Invoices per year	$9,996
	Up to 50,000 Invoices per year	$19,980
	Up to 100,000 Invoices per year	$34,980
	Up to 250,000 Invoices per year	$57,996
Advanced Audit Trail		$2,875
Laserfiche Workflow Bots	Per bot	$5,000
Laserfiche Quick Fields Complete with Agent	10	$12,000
Laserfiche ScanConnect	1	$100
Laserfiche SDK		$1,220
Laserfiche API Calls	Block of 50,000 per month	$5,750
Additional Storage (100 GB)		$300

Cloud Implementation Licensing Tier Feature Matrix

	Laserfiche Cloud Package Tiers			
Cloud Features	**Starter**	**Professional**	**Business**	**Enterprise**
Packages start at	$600 for 1 user	$4,150 for 5 users	$23,750 for 25 users	Contact us for site licensing options.
100 GB storage per user	✓	✓	✓	
Document Management	✓	✓	✓	
Audit Trail	Starter	Starter (+)	Advanced	
Direct Share	✓	✓	✓	
Data Encrypted at Rest	✓	✓	✓	
Autoscaling of Computing and Storage Resources	✓	✓	✓	
Automated and Encrypted Backups	✓	✓	✓	
Intrusion Detection	✓	✓	✓	
Automated Feature and Security Updates	✓	✓	✓	
Automated Text Generation on Imported Electronic Documents	✓	✓	✓	
Import Agent with Email Archiving	✓	✓	✓	
Process Automation	-	✓	✓	
Connector	-	✓	✓	
Surveys	-	✓	✓	
Records Management	-	+	✓	

- Not Available + Optional Add-On ✓ Included

Cloud Add-Ons	**Starter**	**Professional**	**Business**	**Enterprise**
Laserfiche APIs	-	50,000 calls / month (+)	100,000 calls / month (+)	Contact us for site licensing options.
SDK	-	+	✓	
Quick Fields Complete with Agent	+	10 (+)	10 (+)	
Workflow Bots for Process Automation	-	1 (+)	1 (+)	
Public Portal	-	+	Unlimited *	
Forms Portal	-	+	Unlimited *	
Participant Users	-	+	+	
Community Users	-	+	+	
Smart Invoice Capture	-	+	+	
Vault (requires Records Management)	-	+	+	
Additional Storage	+	+	+	
ScanConnect	+	+	+	

- Not Available + Optional Add-On ✓ Included

Cloud Integrations	Starter	Professional	Business	Enterprise
Microsoft 365 Integration with Simultaneous Editing	✓	✓	✓	Contact us for site licensing options.
Integration with MS Teams	✓	✓	✓	
Integration with Microsoft Dynamics 365 CRM	-	✓	✓	
Integration with MS SharePoint	-	-	-	
Integration with Redtail CRM	-	✓	✓	
Integration with DocuSign	+	+	✓	
Integration with Salesforce CRM	-	+	+	
Integration with Ellucian Ethos	-	+	+	
Certified Integration with SAP ArchiveLink	+	+	+	
Integration with Laser App	+	+	+	
Laserfiche for Ricoh MFD	+	+	+	

- Not Available + Optional Add-On ✓ Included

Laserfiche Self-Hosted Subscription User Tier Breaks and Pricing

Product Description	Quantity	Price
Business Users	25-49	$830
	50-99	$815
	100-199	$660
	200-499	$470
	500-999	$276
	1,000+	$192
Professional Users	10-49	$710
	50-99	$600
	100-199	$575
	200-499	$395
	500-999	$265
	1,000+	$180
Starter Users	1-50	$540
Participant Users	10-199	$110
	200-499	$55
	500-999	$38
	1,000+	$28
Education Users	Block of 2,000	$10,675
	Block of 5,000	$16,000
	Block of 10,000	$21,325
	Block of 25,000	$26,675
Public Portal	Public Portal for One Laserfiche Server	$12,130
	Public Portal for Two Laserfiche Servers	$16,200
	Public Portal for Unlimited Laserfiche Servers	$26,200
Forms Portal – Standard		$3,880
Records Management		$5,000

Advanced Audit Trail		$2,500
Laserfiche Quick Fields Complete with Agent	10	$12,000
Laserfiche ScanConnect	1	$100
Laserfiche SDK		$1,220
Sandbox		$8,000

Self-Hosted Implementation Licensing Tier Feature Matrix

	Laserfiche Self-Hosted Subscription Package Tiers			
Self-Hosted Features	**Starter**	**Professional**	**Business**	**Enterprise**
Packages start at	$540 for 1 user	$7,100 for 10 users	$20,750 for 25 users	Contact us for site licensing options.
Document Management	✓	✓	✓	
Import Agent with Email Archiving	✓	✓	✓	
Audit Trail	Starter	Starter (+)	Advanced	
Full SQL Support	-	✓	✓	
Repositories / Content Servers	1 / 1	Unlimited	Unlimited	
Workflow	-	✓	✓	
Forms	-	✓	✓	
Connector	-	✓	✓	
Enterprise Identity Management	-	-	✓	
Records Management	-	+	✓	

- Not Available + Optional Add-On ✓ Included

Self-Hosted Add-Ons	**Starter**	**Professional**	**Business**	**Enterprise**
SDK	-	+	✓	Contact us for site licensing options.
Quick Fields Complete with Agent	+	10 (+)	10 (+)	
WebLink Public Portal	-	+	Unlimited	
Forms Portal	-	+	3 (+)	
Sandbox	+	+	3 (+)	
Participant Users	-	+	+	
Community Users	-	+	+	
ScanConnect	+	+	+	

- Not Available + Optional Add-On ✓ Included

Self-Hosted Integrations	Starter	Professional	Business	Enterprise
Microsoft 365 Integration with Simultaneous Editing	✓	✓	✓	Contact us for site licensing options.
Integration with SharePoint	✓	✓	✓	
Federated Search	-	✓	✓	
Integration with DocuSign	+	+	✓	
Integration with Laser App	+	+	+	
Laserfiche for Ricoh MFD	+	+	+	
Certified Integration with SAP ArchiveLink	+	+	+	

- Not Available + Optional Add-On ✓ Included

OPG-3 Professional Services Costs

OPG-3 highly recommends using custom-developed capture and filing workflows to streamline the filing process and ensure the continued accuracy and cleanliness of your system. Pricing information for these capture and filing workflows can be found below. These projects require additional discovery by department. Please consider the costs of these workflows when reviewing OPG-3's bid.

OPG-3 provides comprehensive professional services that include consultation and design, system configuration, integration, migration, and custom software development. The costing estimates for the Document and Workflow Digitization implementation are inclusive of Requirements, Design, System Development, User Acceptance Testing, Push to Production, and Knowledge Transfer and Transition to Support.

Service Costs are dependent on the project(s) that will be implemented. Document capture and filing projects are usually between 15 and 40 hours ($3,075 - $8,200) depending on what they include. Typical filing projects include:

- Dynamic metadata fields with lookups to other data sources to automate indexing and provide real-time data validation
- Document filing workflows that build and manage the folder structure, standardize document naming, apply metadata, and assign document retention properties
- Web forms allow users to manage the file plan components themselves to add document types, update retention rules, etc.
- Business processes that update the file plan based on changes in other systems (name change, employment status, etc.).

Professional services for projects are governed by a Statement of Work (SOW) that clearly outlines the scope and deliverables for a project and are priced at **$205/hour**.

Document Migration Costs

OPG-3 usually estimates migration projects at 10 hours per document type (at OPG-3's Hourly professional service rate of 205/hour). Estimation may very on complexity of document formatting or needed metadata.

Price Assurance

The awarded vendor agrees to provide pricing to Wayne RESA and its participating entities that are the lowest pricing available, and the pricing shall remain so throughout the duration of the contract. The

awarded vendor agrees to promptly lower the cost of any product purchased through WAYNE RESA following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

All pricing submitted to Wayne RESA shall include 2% administrative/remittance fee to be remitted to CoPro+ by the awarded vendor**.** It is the awarded vendor's responsibility to keep all product listings up to date and on file with Wayne RESA/CoPro+.

Proposer Response:

Please confirm your understanding by checking Yes or No.

☒ Yes	☐ No

PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.

   The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of this RFP.

2. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each proposer who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Wayne RESA, will be the basis for the Proposer to enter into a contract with Wayne RESA in accordance with the intent of the bid documents.

3. The undersigned acknowledges receipt and acceptance of all addenda.

4. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:

   - Contractor's Employment Eligibility
   - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
   - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
   - Assurance Regarding Access to Records and Financial Statements
   - Iran Economic Sanctions Act
   - Certificate of Independent Price Determination
   - Clean Air and Water Certificate
   - Certifications/Disclosure Requirements Related to Lobbying
   - U.S. Department of Energy Assurance of Compliance Non-Discrimination in Federally Assisted Programs

5. The undersigned acknowledges that proposer will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated bid documents.

6. It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid, the proposer certifies that if awarded a contract they will make no claim against Wayne RESA based upon ignorance of conditions or misunderstanding of the specifications.

7. Patent indemnity: Vendors who do business with the Wayne RESA shall hold Wayne RESA, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

8. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Wayne RESA, prior to award, and shall include an insurance certificate and additional insured certificate, naming Wayne RESA, which meets the minimum insurance requirements, as stated in the terms and conditions.

Company Profile

Official Name of Proposer: OPG-3, Inc.
Street Address: 8030 Old Cedar Ave, Suite 205
City: Bloomington
State: MN
Zip Code: 55425
Website: https://www.opg-3.com
Primary Contact Name: John Voorhees
Primary Contact Phone Number: 651-233-5077
Primary Contact Email Address: jvoorhees@opg-3.com
Dun & Bradstreet (D&B) Number (if applicable): 012595127
Has your company been debarred by the Federal and/or State Government? ☐ **Yes** ☒ **No** ***If yes, has it been lifted and if so, when?***
Have you ever been in bankruptcy or in reorganization proceedings? No
Brief history of your company, including the year it was established: OPG-3 has been designing, implementing and supporting innovative Laserfiche solutions for more than 25 years. Originally incorporated as Crabtree Companies as an office equipment dealer and Laserfiche reseller, the Laserfiche practice was purchased and renamed OPG-3 in 2015. All employees were retained and Laserfiche has been the sole focus of the organization since. OPG-3 has more than 600 customers in the Upper Midwest with a focus on providing process automation and content services solutions for highly regulated organizations including state, local and municipal government, education and manufacturing. OPG-3 is a Minnesota corporation with headquarters in Bloomington, Minnesota that includes offices and a training/event space. The company currently has 25 full-time employees with 16 employees on the service delivery team that performs implementation and support services.
Signature:
Name and Title of Signer: Ivan Franklin – VP of Sales and General Manager
Date: 01/26/2023

References

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 5 years. Please identify any experience relevant to the services you propose to provide through this RFP within the Description of Services:

Entity Name: Dakota Intermediate School District #917	
Contact Name: Nicole Roush	**Title:** Executive Director of Business Services
City: White Bear Lake	**State:** MN
Phone Number: 651-423-8227	**Years Serviced:** 2020-Present
Description of Services: OPG-3 has provided and supported Laserfiche for Dakota Intermediate School District #917 for over 3 years and has implemented solutions throughout HR and finance.	
Annual Volume: Each year OPG-3 works with Dakota Intermediate School District #917 to develop several new processes	

Entity Name: ISD #11 Anoka-Hennepin School District	
Contact Name: Joel VerDuin	**Title:** CIO
City: Anoka	**State:** MN
Phone Number: 763-506-1007	**Years Serviced:** 2020-Present
Description of Services: OPG-3 has provided and supported Laserfiche for ISD #11 Anoka-Hennepin School District for over 3 years and has implemented solutions for student records, HR, and finance.	
Annual Volume: Each year OPG-3 works with ISD #11 Anoka-Hennepin School District to develop several new processes	

Entity Name: Mott Community College	
Contact Name: Ross Domke	**Title:** Director of Enterprise Services
City: Flint	**State:** MI
Phone Number: 810-762-0025	**Years Serviced:** 2020-Present
Description of Services: OPG-3 has provided and supported Laserfiche for Mott Community College for over 3 years and has implemented solutions in multiple departments.	

Annual Volume: Each year OPG-3 works with Mott Community College to develop several new processes.

Assurances and Certifications

2.3 Assurances and Certifications

CONTRACTOR'S EMPLOYMENT ELIGIBILITY

By entering the contract, Contractor warrants compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws. Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The vendor complies and maintains compliance with FINA, ARS 41-4401 and 23-214 which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the WAYNE RESA Participating entities in which work is being performed.

Ivan L. Franklin
Printed Name of Respondent

Signature of Respondent *(BLUE ink preferred)*

QG-3 Inc.
Company Name

01/24/2023
Date of Signature

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
The applicant herby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the MDE.

Assurance Regarding Access to Records and Financial Statements
The applicant hereby assures that it will provide the pass-through entity, i.e., the Wayne County Regional Educational Service Agency, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F and Compliance Supplement for the U.S. Department of Education.

Iran Economic Sanctions Act
The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Wayne RESA as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:	[signature]
Date:	1/23/23

Notary

State of Minnesota

County of Dakota

Sworn to and subscribed before me, a notary public in and for the above state and county, on this 23rd day of January, 2023.

Notary Public [signature]

My commission expires: 1/31/2025

PAUL W. MUILENBERG
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

(A) By submission of this offer, the offeror certifies each party thereto certifies as to its own organization, that in connection with this procurement:
  (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor;
  (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
  (3) No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.

(B) Each person signing this offer on behalf of the manufacturer or processor certifies that:
  (1) He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  (2) He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this manufacturer or processor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Ivan L. Frankhart II / VP of Sales
Company's Authorized Representative / Position Title

Signature of Company Representation

OPG-3 Inc.
Company Name

01/24/2023
Date of Signature

CERTIFICATIONS/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, and imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of $100,000 (or $150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or nonappropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance. If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement or loan; You are required to execute the attached certification at the time of submission of an application or before any action in excess of $100,000 is awarded; and You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).

CERTIFICATION REGARDING LOBBYING CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Ivan L. Franklin III / VP of Sales
Company's Authorized Representative / Position Title

Signature of Company Representation

OPG-3, Inc.
Company Name

01/24/2023
Date of Signature

Attachment A – Pricing Schedule

Wayne RESA reserves the right to award multiple contracts as a result of this RFP.

Please note, quantities may be scaled down to fit available budget over the course of this Contract. The quantities provided in this RFP are the initial anticipated quantities that will be considered during our pricing evaluation. Wayne RESA will calculate the estimated cost over the initial term when evaluating pricing. Proposer may add additional rows to table(s) below as needed.

For more information about costs please reference pricing schedule section. Insufficient information was provided to sufficiently fill out provided tables as pricing will vary significantly by specific implementation and member district needs.

Base Bid: Licensing for 1 year

License Costs – Please include all costs for the system for 1 year. Include any tiered pricing information.		
Unit	**Unit Cost**	**Total**
Laserfiche Licensing	TBD depending on implementation (Self-Hosted vs Cloud and Licensing tier)	NA
Data Migration	TBD by number of document type	NA
Professional Services	TBD by number of departments and menu solutions	NA

Hosting Costs – Please include all costs for the system for 1 year. (OPTIONAL)		
Unit	**Unit Cost**	**Total**
Laserfiche Cloud	TBD by licensing tier and quantity	NA

Data Transition Costs – Please include all costs for transferring Data from existing Document system platform to new platform (OPTIONAL)		
Unit	**Unit Cost**	**Total**
Data Migration	TBD by document type	NA

Professional Services or Training Costs (OPTIONAL)		
Unit	**Unit Cost**	**Total**
Professional services	$205/hour	TBD

Laserfiche®

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.

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

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

[2] See Software Support Plan and Software Credit Eligibility section for details.

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

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.

Product Upgrade	Credit Awarded
Perpetual to Perpetual licensing *(e.g., Team or United to Avante/Rio or Avante to Rio)*	Software and remaining prepaid software support plan credit towards trade-in cost
Perpetual to Subscription-based licensing *(e.g., Avante/Rio to on-premises Subscription/Cloud)*	Remaining prepaid software support plan credit towards first-year subscription cost
Subscription-based to Perpetual licensing *(e.g., on-premises Subscription/Cloud to Avante/Rio)*	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

[3] 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.

[4] 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.

[5] 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:

Expired Software Support Plan Duration	**Software Credit Awarded**
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.

LASERFICHE END USER LICENSE AGREEMENT

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

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

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

2. License

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

   - **"License Requisition"** means our invoice, our written acceptance of an Order, or other written acceptance by us of an agreement, by which you acquire the License, which invoice, Order, or agreement, lists the specific Software product and component licenses that you purchase. The License Requisition may limit the scope of the License being granted or grant additional rights. For the avoidance of doubt, the reference hereinabove to, "Order, or other written acceptance by us of an agreement, by which you acquire the License, which invoice, Order, or agreement, lists the specific Software product and component licenses that you purchase", does not include, and our acceptance of any Order or any other agreement by which you acquire the License does not constitute our acceptance of, any agreement between you and Laserfiche's authorized reseller or distributor.

   - **"Documentation"** means getting started guides, user guides, product help, product sheets, quick reference guides, articles, white papers, and other technical and operations

manuals and specifications published by Laserfiche for the Software.

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

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

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

time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. With respect to Evaluation Products, except to the extent this Section modifies this EULA, all other provisions stand and remain unaltered. This Section shall apply only with respect to Evaluation Products.

4. **Ownership**. We retain all rights to ownership of all intellectual property rights in and to the Software and Documentation, including copies, improvements, enhancements, derivative works and modifications. No other rights with respect to the Laserfiche Product or any related intellectual property rights are granted except as explicitly stated in this EULA and the applicable License Requisition. No implied licenses are granted by us.

5. **License Restrictions**. Unless expressly authorized by Laserfiche in writing, you will not and you will not allow any third party to: (a) unbundle, transfer, sublicense, or assign your rights under this License to any other person or entity; (b) modify, adapt or create derivative works of the Software or Documentation; (c) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below; (d) make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, timeshare, cloud service, hosted service, or other similar basis unless expressly authorized by Laserfiche in writing, such as for read-only access by public users who utilize an authorized read-only Public Portal connection; (e) Multiplex (as defined herein below) the Software; (f) remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software or Documentation; (g) directly or indirectly attempt to challenge the validity of the copyrights, trademarks, and trade secrets in the Software claimed by Laserfiche or its suppliers; or (h) conduct any benchmark tests of the Software or disclose to a third party the results of any benchmark test of the Software. Neither Laserfiche nor any of its suppliers are obligated to provide any services (including any updates or upgrades to the Laserfiche Product) under this Agreement. To "**Multiplex**" the Software occurs when you utilize hardware, software, an automated process, or other technical means: (1) to pool connections, reroute information, or reduce the number of devices or users that directly access or use the Software; or (2) to permit access to more user connections than you have purchased; or (3) to automatically, routinely, or systematically reallocate named user connections for the purpose of either reducing the number of named user connections you require, or avoiding the purchase of additional named user connections.

6. **Usage Limitations**. Your Use of the Software is subject to the usage limitations described at https://www.laserfiche.com/eula/usage6.6.2018 and set forth in the License Requisition (each, a "Usage Limitation").

7. **Subscription Software**

7.1 Subscription License. A subscription license to on-premises Laserfiche Software allows you to Use such Software on a subscription basis (a "**Subscription**", and such license, a "**Subscription License**"). If you purchase a Subscription License, subject to your compliance with the terms and conditions of this EULA, you may Use the Software covered by the Subscription (the "**Subscription Software**") for the term of the Subscription set forth in your License Requisition until the Subscription expires or is otherwise terminated. After the Subscription expires or is

terminated, the Subscription Software will stop functioning entirely, and your rights to Use the Subscription Software will terminate.

7.2 Renewal of Subscription Term. Unless otherwise terminated according to the terms of this EULA, the Subscription will automatically renew for the term set forth in your invoice, unless (i) you fail to pay the renewal Subscription fee as invoiced to you by us or (ii) you give Laserfiche written notice of your intention not to renew the Subscription at least 45 days before the end of the then-current Subscription term. The renewal Subscription fee is due before the start of the renewal term. If you do not notify us at least 45 days before the end of the then-current Subscription term that you do not intend to renew the Subscription, you will owe Laserfiche the renewal Subscription fee.

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

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

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

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

9. Confidentiality and Other Restrictions

9.1 Confidentiality Restrictions. **"Laserfiche Confidential Information"** means: (a) the Laserfiche Software and Documentation; (b) Laserfiche's source code, application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to Laserfiche's business, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that we are obligated to keep confidential by agreement or by law; (e) the nature, content and existence of any agreements, discussions or negotiations between you and us, or our software resellers; (f) any information that is designated by Laserfiche as "confidential" or "proprietary" or with a similar legend; and (g) any other information that given the nature of the information or circumstances surrounding its disclosure by us to you, reasonably should be understood to be confidential. Laserfiche

Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this EULA or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known by you when it received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by you without reference to the Laserfiche Confidential Information.

9.2 Additional Restrictions. You agree that, during the term of this EULA and after any termination or expiration of this EULA, you will not directly or indirectly, alone or in conjunction with any other person or company: (a) attempt to write or develop software in an effort to discover, copy or recreate the source code or any trade secrets contained or embodied in the source code of the Software; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, either directly or indirectly, to sell, market, develop or distribute any software product that competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing, developing or distributing any software product that competes with the Software; or (d) publish the Software for others to copy or use; or (e) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product that competes with the Software; or (f) seek to discover or use our trade secrets or Laserfiche Confidential Information by reverse engineering, decompiling, disassembling, copying or any other technique, except as provided in Section 16 below.

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

11. Indemnification. YOU HAVE SOLE AND EXCLUSIVE RESPONSIBILTY FOR BACKING-UP YOUR DATA

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

12. Limited Warranty; Exclusions; Disclaimer

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

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

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

OPERATE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

13. LIMITATION OF LIABILITY

13.1 EXCLUSION OF CERTAIN TYPES OF DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "**REPRESENTATIVES**") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS REVENUES, GOODWILL, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES.

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

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

where you are located.

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

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

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

18. **Miscellaneous**

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

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

comprising the License Requisition, and (b) does not create obligations for, or otherwise bind, Laserfiche.

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

18.4 Limitation on Actions. Any suit, claim, action or proceeding based on or related to this EULA, its terms, provisions or warranties, or arising out of its performance or breach, whether in contract or tort, must be instituted by you against us within 1 year after the occurrence of any 1 or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. You waive the benefit of any statute of limitations which specifies a period longer than 1 year for filing an action or proceeding.

18.5 U.S. Government End Users. Laserfiche Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are part of the US Government or are a contractor for the U.S. Government, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

18.6 Export Restrictions. You acknowledge that Laserfiche Software and Documentation may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user, end-use and destination restrictions issued by the U.S. government and the governments of other nations. You agree to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction.

18.7 Notices. Should you have any questions concerning this EULA, or if you desire to contact Laserfiche for any reason, please write to either: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A. or notices@laserfiche.com.

18.8 Governing Law, Arbitration, Jurisdiction and Venue. If you acquired Laserfiche Software in a country or territory listed below, this table identifies your Laserfiche "**Licensor**," the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, you and your Licensor agree to arbitrate any and all disputes in any way related to this EULA by final and binding

arbitration as set forth below. You further waive the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be 1. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney's fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this Addendum will be deemed to prevent Laserfiche/Licensor from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorney's fees and costs, including expert costs, from the other party.

Country or Territory: United States and its territories, Latin America (except Mexico), or the Caribbean
Licensor: **Compulink Management Center, Inc.**, 3545 Long Beach Blvd., Long Beach, CA 90807 USA
Governing Law: State of California, United States of America
Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Canada
Licensor: **Laserfiche Strategic Services Canada Corporation**, 306, 1 Valleybrook Drive, North York, Toronto, Ontario, M3B2S7 CANADA
Governing Law: State of California, United States of America
Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Mexico
Licensor: **Laserfiche Solutions Mexico, S. de R.L. De C.V.,** Av. Patria 2085, Piso Mezzanine, Colonia Puerta de Hierro, Zapopan, Jalisco, 45116 MEXICO
Governing Law: State of California, United States of America
Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Asia and Australia
Licensor: **Laserfiche International Limited**, 2307, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG
Governing Law: Hong Kong
Arbitration: 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.

Country or Territory: United Kingdom, European Union, and Eastern Europe
Licensor: **Laserfiche UK Services Ltd**, Unit 15B, Building 6, Croxley Green Business Park, Hatters Lane, Watford WD18 8YH UNITED KINGDOM
Governing Law: Laws of England and Wales
Arbitration: The arbitration will be heard in London, United Kingdom at the London International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

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

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

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

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

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October 2018.