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ImageSoft

ImageSoft Statement of Work (SOW)

Statement of Work No.	12671
Revision No.	8
Customer Name:	Muskegon County
Project Name:	Court & Public Safety ECM System
ImageSoft Contact:	Tim Zarzycki
Contract Type	Fixed Price
Submitted Date:	April 4, 2014

This Statement of Work is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 25900 W. 11 Mile Rd, Suite 100 Southfield, MI 48034 ("ImageSoft"), and Muskegon County with its principal offices at 990 Terrace Street, Muskegon, MI 49442 ("Customer"):

This Statement of Work ("SOW") is to be attached to and is hereby made a part of the Professional Services Agreement ("PSA" or "Master") entered into by and between Customer and ImageSoft dated _____.

Unless otherwise specified, the products and services provided within this SOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement (SMA) entered into by and between Customer and ImageSoft dated _____.

Capitalized terms are as defined in the PSA or herein. To the extent that any terms and conditions contained in the related PSA or SMA are in conflict with, or in addition to the terms and conditions of this Statement of Work, the terms and conditions of this Statement of Work shall control, except as noted in Section 1.1 of the Master.

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1. Executive Summary

Customer has requested the following Statement of Work (SOW) for ImageSoft to design, configure, and implement an OnBase Enterprise Content Management (ECM) court solution for the Customer's Circuit Court (Civil, Criminal, Juvenile, Family Division), Court Records and Probate Court.

For the proposed solution, ImageSoft will provide the following:

- **OnBase ECM Suite** to serve as the central document repository and workflow engine.
- **JusticeTech Court Solution** – workflow solution that integrates Circuit Court, Probate Court and Circuit Court Records to remove paper and streamline processes. ImageSoft will customize the JusticeTech Court Solution to meet the unique workflow needs for the following case types/departments:
 - Civil Cases
 - Criminal Cases
 - Juvenile Cases
 - Circuit Court Family Division Cases - Includes PA Family Unit workflow.
 - Probate Court Cases
- **ImageSoft Software Solutions** -, TrueSign™ and TrueCertify™
- **Application Integration** with JIS (Circuit Court) MiCSES (Friend of the Court, PA Family Unit)
- **Conversion/Migration Assistance** from existing Customer's IBM FileNet document management solution to the OnBase platform.

This SOW provides pricing and scope information for installing, configuring, data & image migration, testing, and training of the proposed OnBase solution based on the proposal discovery efforts documented and information provided by the Customer.

The solution and implementation services proposed within this SOW were defined and estimated based upon multiple conversations with the Customer as well as the RFP named '**Muskegon County Court & Public Safety ECM System RFP# 12-2038**'. Should the scope be changed during the Business Analysis and Discovery sessions (Section 2.2.3 of this SOW), the estimated software and professional service fees are subject to change.

Any changes that arise during the Project Planning, Business Design and Analysis, Sprint activities will be managed through the procedure described in Appendix C-1: Project Change Authorization Procedure. If this occurs, ImageSoft will present to Customer the reasoning for the additional scope and an estimate of the additional effort. Customer can then decide whether to add the work to the scope, through a change order, or to reduce the project scope to its original size.

2. ImageSoft Statement of Work

This SOW consists of the Services and Deliverables to be provided by ImageSoft, along with ImageSoft responsibilities and Customer responsibilities to be provided in accordance with the terms of the Agreement.

The following are incorporated in and made part of this SOW:

- Appendix A: Deliverable Guidelines
- Appendix B: Software and Hardware Deliverables
- Appendix C: Project Procedures

2.1 Statement of Work Dependencies

The following assumptions were made by ImageSoft while preparing this SOW for Customer. These assumptions were directly or indirectly derived based on all initial conversations for this proposed project. A significant change in any of the below assumptions may directly affect the work, schedule, and cost of this project.

1. Customer is responsible for providing all server hardware for the proposed solution.
2. ImageSoft's professional services will be performed both at the customer's facility and/or remotely from ImageSoft's offices. Supervised remote access to servers and/or workstation computers may be required during implementation and for support purposes once in production use
3. Customer responsible for providing high speed printers at Jail and Court.
4. Customer plans to add all other departments or municipal to the use of the OnBase ECM and Workflow any subsequent phases will be covered under a separate statement of work.
5. A "Steering Committee" will be formed by the County with subject matter experts from each department. This committee will be responsible to work with ImageSoft to define the project scope, review the Functional Specification, participate in User Acceptance Testing and identify the internal trainers to participate in the Train the Trainer sessions and be responsible for training the end users in each department.
6. Implementation will be scheduled based on the priorities and inter-department interactions identified during the business analysis.
7. Customer has indicated that there have been technical problems with the FileNet System. During the conversion process ImageSoft may encounter documents that have been corrupted or are otherwise not accessible. ImageSoft will notify customer if this occurs but cannot guarantee these records can be converted.
8. ImageSoft will be providing traditional project management services as part of this SOW (outlined in section 2.2.1). If the Customer requires ImageSoft to adhere to PMO guidelines, it will result in additional professional service costs.
9. ImageSoft will be providing the first year of the TrueCertify (Unlimited) annual software subscription for the Clerk at no charge. If Muskegon elects to renew TrueCertify (Unlimited) for the Clerk in subsequent years, ImageSoft will invoice Muskegon the standard annual subscription fee defined in the pricing section 4 of the SOW.

3. Implementation Approach

ImageSoft's "Agile" implementation approach is a collaborative process where Customer and ImageSoft are engaged throughout. The Agile method of implementing technology uses an iterative and incremental approach. The agile approach promotes adaptive planning, evolutionary development and delivery, and encourages rapid and flexible response to changes.

The agile approach allows the customer to play a more active role in the implementation process in order to ensure that requirements are met with minimal need for re-work. Playing an active role, early in the implementation, promotes customer learning and allows customer to assume ownership of the solution which promotes long term success. The agile approach replaces long and tedious design documents with more productive configuration services.

The OnBase product is particularly well suited for an agile approach because it is a highly configurable system, requiring only minimal custom programming. Due to the configurable nature of OnBase, ImageSoft is able to break workflow projects into two primary phases. The initial phase implements the core features required for the storage and retrieval of documents. The second phase builds upon the first, and adds advanced workflow routing and processing.

The first phase allows the customer to get comfortable with the technology, without dramatic business change. Once the customer is comfortable with the technology, implementing workflow is an easier process.

Proposed Phases

Our Agile implementation approach consists of two distinct phases:

Phase I will deliver a "Storage & Retrieval" ECM solution for the proposed departments and will include:

- ECM Infrastructure
- Document Capture Process
- Doc Types
- Keywords
- Document Retrieval
 - Folders
 - Application Enabler
 - Custom Queries
- Security
- FileNet >> OnBase Conversion
- Basic CMS integration
- Basic Workflow (in-box)

Phase II will deliver Advanced Workflow solutions and will include complete CMS integration and Case Types Specific Workflow for the following proposed departments:

- Civil
- Criminal
- Juvenile
- Family Division
- Probate

Phase II will consist of multiple “releases” where the Muskegon and ImageSoft will collaboratively determine the routing and process automation features to add to the OnBase system within the confines of what the SOW allows. Each release will consist of one or more collaborative implementation sessions called “sprints”. A sprint will have a pre-defined timeframe and expected results. ImageSoft will perform the configuration and development services and the customer will perform testing and review. At the end of each sprint, software is made available to the customer for testing and verification.

Proposed Releases – To be further defined and agreed to with the customer during the project planning phase.

1. Civil and Criminal Storage & Retrieval
2. Juvenile, Family Division and Probate Storage & Retrieval
3. Civil Case Type Workflow
4. Criminal and Juvenile Case Type Workflow
5. Family Division and Probate Case Type Workflow

3.1 Kickoff and Pre-Discovery Planning Activities

The purpose of this activity is to define roles and responsibilities of the ImageSoft and Customer team members, review the SOW, and contractual setup activities.

This activity consists of the following subtasks:

- Gather preliminary background and project related information.
- Review existing background information.
- Define and meet Project Team Members. ImageSoft will allocate the following team members for the duration of the project:
 - Project Manager
 - Business Analyst
 - Systems Engineer
 - Quality Assurance Representative
 - Project Owner

It is expected that customer define and allocate the following resources for this project:

- Project Manager
- OnBase System Administrator(s)
- Network/ IT Representative
- Business Subject Matter Expert
- Project Owner

The Team will participate in short Status or “Stand-Up” meetings with the ImageSoft team periodically each week through the duration of the project. Section 3.2 defines responsibilities of each role.

- Schedule and conduct a project kick-off meeting with Customer and ImageSoft project team and key stakeholders.
- Review Project expectations, implementation methodology, sprint cycles etc.
- Deliver Pre-Discovery Guide

Completion Criteria: This activity will be considered complete when the kick-off meeting has been completed and Pre-Discovery Guide has been completed and returned to ImageSoft.

Deliverable Material: Kick Off meeting minutes and Pre-Discovery Guide

3.2 Project Roles & Responsibilities

3.2.1 ImageSoft Responsibilities

ImageSoft Project Manager	<ul style="list-style-type: none"> • Review the SOW and the contractual responsibilities of both parties with the Customer Project Manager. • Maintain project communications through the Customer Project Manager. • Coordinate the establishment of the project environment. • Establish documentation and procedural standards for Deliverable Materials outlined in Appendix A of this SOW. • Prepare and maintain the ImageSoft project plan for performance of this SOW which lists the activities, tasks, assignments, milestones, and estimates. • Review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the ImageSoft project plan with the Customer Project Manager. • Work with the Customer Project Manager to address and resolve deviations from the ImageSoft project plan. • Prepare and submit <u>weekly</u> status reports to the Customer Project Manager. • Administer the Project Change Control Procedure with the Customer Project Manager. • Coordinate and manage the technical activities of ImageSoft project personnel. • Processes Software Order and monitors delivery of purchased Software.
ImageSoft Business Analyst	<ul style="list-style-type: none"> • Completes Discovery Sessions • Assists in defining, framing Requirement User Stories • Understands clients business process • Determines priority of Requirement User Stories with client

	<ul style="list-style-type: none"> • Creates Training Material • Provides Training up to 5 designated trainers who will be responsible for training additional users. • May Assist with Testing
Solution Engineer	<ul style="list-style-type: none"> • Participates in Discovery Sessions • Assists in defining, framing Requirement User Stories that are technical in nature • Understands clients technical architecture • Installs the solution • Completes User Story Configuration • Completes User Story testing • Re-works issues from testing • Assists customer with testing • Leads Sprint Demo • Educates clients OnBase System Administrator on implemented solution • Deploys to production
Quality Assurance	<ul style="list-style-type: none"> • Participates in Discovery • Creates test acceptance for user story • Test user story
Product Owner	<ul style="list-style-type: none"> • Understands goals of Project • Understands current solution • Clarifies configuration solution if needed.

3.2.2 Customer Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of Customer management and all project personnel. The customer is expected to be active in the project and commit to regular meeting participating and testing during the sprint.

The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to ImageSoft.

Client Project Manager	<ul style="list-style-type: none"> • Maintain the focal point for ImageSoft communications relative to this project and who will have the authority to act on behalf of Customer in all matters regarding this project. • Participate in each Sprint planning meeting by discussing the selected features with Company • Participate in writing the conditions of satisfaction for each feature, so the team and client have a shared definition of when a feature is done • Participate in the Sprint Review Meeting • Serve as the interface between ImageSoft and all Customer departments participating in this project. • Administer the Project Change Control Procedure with the ImageSoft Project Manager. • Review with the ImageSoft Project Manager Customer invoice or billing requirements.
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	<ul style="list-style-type: none"> • Resolve deviations, project issues and escalate if necessary. • Obtain and provide information, data, decisions and approvals, including problem resolution with base software, within two working days of ImageSoft 's request unless Customer and ImageSoft agree to an extended response time. • Monitor and report project status on a regular basis to Customer management. • Verify that all tasks assigned to Customer are performed according to the agreed upon project plan. • Verify that all Customer resources are available to the ImageSoft project team. • Verify that all invoices are paid in a timely manner. • Provide relevant information and documentation required for the engagement. Customer agrees that all information disclosed or to be disclosed to ImageSoft is and will be true, accurate and not misleading in any material respect. ImageSoft will not be liable for any loss, damage or deficiencies in the services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by Customer. • Customer will ensure that its staff is available to provide such assistance as ImageSoft reasonably requires and that ImageSoft is given reasonable access to Customer's Senior Management team, as well as any members of its staff to enable ImageSoft to provide the Services. Customer will ensure that its staffs have the appropriate skills and experience. If any Customer staff fails to perform as required, Customer will make suitable additional or alternative staff available. • Prioritize features by business value. • Ensure testing of user stories is completed as planned. • Coordinate and designate train the trainer staff.
Subject matter expert	<ul style="list-style-type: none"> • Complete documents that ImageSoft may utilize and provide; like customer surveys for data collection (i.e. volumes/doc inventory). Customer is responsible for distributing the survey& questionnaire to the repository owners and collecting the completed questionnaires. It is assumed the questionnaires will be completed and returned within (5) business days from the time delivered to Customer. • Customer will be responsible for developing UAT Test Plan, planning and conducting all User Acceptance Testing (UAT) activities. Additionally, Customer is responsible for providing test data in a

	<p>format that is ready of use by ImageSoft for their internal solution test phase.</p> <ul style="list-style-type: none"> • Customer will provide the development and testing tools. • Assists in prioritizing features by business value • Participates in each Sprint planning meeting by discussing the selected features with Company • Test completed user stories during Sprint.
Network/IT Resource	<ul style="list-style-type: none"> • Provide network connectivity and troubleshooting assistance. • Provide ability to monitor network traffic and isolate bottlenecks. • Applies technical assistance concerning the integration with existing Customer systems (if applicable). • Customer is responsible for ensuring that data is secure and protected at all times on Customer computers. ImageSoft is not responsible for and cannot be held liable for inadvertent data disclosure or theft from Customer computers. • Provide all relevant documentation of their existing IT architecture and technical infrastructure that integrate with the line of business application components. • Customer will be responsible for any programming in legacy systems necessary to provide data to any application(s) provided by ImageSoft under this SOW. • Obtains and installing the required hardware and software infrastructure in a timeframe consistent with the deployment schedule established jointly by Customer and ImageSoft. • Provides adequate access to all systems (servers and workstations) that are required by the project. This may include but is not limited to on-site and remote via the Internet. • Customer will be responsible for all services or third party software for implementing or managing customer's disaster recovery activities. SOW does not include these items. With OnBase System Admin • Provide remote access as ImageSoft's professional services will be performed both onsite, at the customer's facility, and remotely from ImageSoft's offices. Customer may be required to supervise remote access to servers and/or workstation computers during implementation and for support purposes once in production use. • Customer will provide adequate user workstations, monitors, operating system software, suitable office space, including office supplies, furniture,

	<p>telephones, voice mail, analog lines and other facilities for the ImageSoft Project Team while working on Customer premises. Facilities should be comparable to those provided to Customer personnel performing similar work.</p> <ul style="list-style-type: none"> • Customer will provide the necessary software and licenses that ImageSoft will use for developing custom components and applications. • Customer expertise to handle issues with printers, cabling, and PCs before, during, and after rollout is expected. The system being provided runs in a Local Area Network and Web environment. As such, the performance of the system is directly related to, among other things: available network bandwidth, network segmenting, and the performance of other applications. For this reason, ImageSoft can make no guarantees as to system response time. • Customer will ensure it has appropriate agreements in place with third parties to enable ImageSoft to perform the services under this SOW. This includes Customer using or providing ImageSoft with third party information, software, support or materials for the project including but not limited to, where Customer is employing other suppliers whose work may affect ImageSoft's ability to provide the services. Unless specifically agreed to otherwise in writing, Customer will be responsible for the management of the third parties and the quality of their input and work. Except to the extent ImageSoft specifically agrees otherwise in this SOW, Customer is solely responsible for any third party hardware, software or communications equipment used in connection with the services. • Test applicable user stories during sprint.
OnBase System Admin	<ul style="list-style-type: none"> • Completes OnBase training • Understands the implemented solution • Participates in Sprint Planning • Tests applicable user stories during sprint
Product Owner	<ul style="list-style-type: none"> • Understands goals of Project • Understands business and technical needs. • Attends Sprint Demonstrations • Decides on user story priority if necessary

3.3 Build & Unit Test

The objective of this activity is to install and configure the base system software and to develop custom code as defined in the Functional Specification Document. This activity includes the following subtasks:

3.3.1 Installation and Configuration

The objective of this activity is to install and configure the software required for this scope of work. Customer resources will be available as needed to support this activity.

This activity consists of the following subtasks:

- Review Customer platform standards in preparation of software
- Provide consulting and conduct install readiness assessment of Customer's infrastructure and Network - validate base server, operating system, connectivity, and software prerequisites prior to install.
- Conduct facility-planning and consulting session with Customer in preparation for the installation and configuration activities.
- Install and configure OnBase modules:
 - Setup Server and Production Environment
 - Create OnBase Test Environment
 - Install OnBase Multi-User and Unity Client Server Software (v13)
 - Install OnBase and ImageSoft Software Modules
 - Remotely install and configuration of AutoStore MFP Express Device Licenses on up to 15 devices (ImageSoft will be sub-contracting these professional services to Notable Solutions, Inc.)
 - Develop and test a utility and provide reporting capability for extracting the documents and index data from existing Customer IBM FileNet Document Management Solutions.

Completion Criteria: This activity will be complete when the installation of the software has been verified.

Deliverable Material: None.

3.3.2 FileNet Data and Image Conversion/Migration

ImageSoft will work together with Customer's staff to migrate images and index data from Customer's existing IBM FileNet Document Management Solution to the new OnBase system. This task will be performed jointly with Muskegon.

This activity consists of the following subtasks:

- Develop an understanding and document how the following will map to the OnBase system:

- Document types
 - Current folder structure
 - Indexing information
 - Naming conventions
- Create a document-mapping chart to be utilized to ensure that both ImageSoft and the customer are in agreement on how documents should appear in the new OnBase system.
 - Implement a third-party FileNet extraction utility that will pull the documents and index information from FileNet into a neutral format.
 - Configure the OnBase Document Import Processor (DIP) Job to facilitate the actual import of the images into the OnBase Repository.
 - Conduct a test of the Conversion process and verify the import results.
 - Schedule and execute DIP import jobs for an initial subset of the documents.
 - Train Muskegon on the conversion process and recommended approach; conduct turnover
 - Once conversion is complete, a reconciliation report will be run to ensure that all documents were successfully converted into the OnBase System.
 - Review conversion results with Customer and secure signoff of Converted FileNet Database

ImageSoft will provide the technical approach and the high level oversight of the Data Conversion activities. Customer will need to be involved in the initial conversion discovery process and for customer sign-off on the document mapping chart, test batch evaluation, and the final reconciliation report. We will create the mechanism for the conversion and run through a set of test documents to verify the approach is working and satisfactory for the project needs. ImageSoft will then train Customer on how to execute the process and customer will be responsible for converting the remaining documents.

Assumptions:

- Only images and index data will be migrated. No annotations, highlighting, document markups or other types of documents will be converted.
- Image will be migrated in their native format. Image format changes are not included.
- Index changes are not included as part of this migration.
- Muskegon has approximately 1.3M documents in their current IBM FileNet solution to be converted.
- The FileNet system is operational.

Completion Criteria: This activity will be complete when the approximately 1.3M documents have been migrated to OnBase.

Deliverable Material: None

3.3.3 Agile Configuration

3.3.3.1 Release Planning

The objective of this activity is to define the scope of the various Agile releases based on the defined SOW budget/scope.

This activity consists of the following subtasks:

- Hold Release Planning meeting(s) where customer and ImageSoft will collaboratively develop and document the project scope and an estimate of the number of sprints based on the limits of the SOW.
- Prioritize Releases
- ImageSoft will publish the results of this meeting by collecting notes from all participants and developing a summarization document. This document will be submitted to all participants for review and clarification.
- Determine Test Acceptance Criteria for each release.

Assumptions:

1. ImageSoft will drive the scope and the number of releases based on the SOW budget.

Completion Criteria: This activity will be complete when the Release Planning notes are published to the team.

3.3.3.2 Sprint Planning

The objective of this activity is to define the functional and technical requirements for the each of the departments and advanced workflows. The Agile approach calls for requirements to be translated into "User Stories" which simplify the documentation and purpose of required features. The Customer's implementation team will participate in both discovery and sprint planning sessions.

This activity consists of the following subtasks:

- Conduct up to eight (8) full-day onsite discovery sessions through the duration of the project. Several sessions may occur prior to sprint work starting, and additional sessions may occur in subsequent sprints.
- Re-validate scope and estimates. Any changes that arise will be managed through the procedure described in Appendix C-1: Project Change Control Procedure.
- Plan Sprints

Completion Criteria: This activity will be complete when Requirement User Stories are created and prioritized.

Deliverable Material: Agreed upon User Story listing published

3.3.3.3 Configuration Sprints

ImageSoft has currently estimated the project to consist of 13.5 sprints each which will be two (2) week duration or less. The Customer Product Owner and ImageSoft team will jointly define the contents of each sprint. Deployment to Production environment occurs in a mutually agreed upon Sprint whereas a completed and tested advanced workflow will be released to production.

This activity consists of the following subtasks:

- Configure and Test agreed upon "User Stories" in Solution (OnBase, Workflow, TrueSign, TrueCertify, JusticeTech)
- Customer Test agreed upon User Stories for acceptance completion as defined in User Story.
- Demonstrate Completed Sprint Work to entire implementation team.
- Release aggregated Sprint work to production if applicable for sprint.

Completion Criteria: This activity will be complete when user stories for the sprint are completed and demonstrated to project team.

Deliverable Material: Configured software as defined in Advanced Workflow

3.3.4 Solution Training

3.3.4.1 OnBase Functional Training

The objective of this activity is to train up to 10 designated customer trainers who will be responsible for training additional users. Five (5), four-hour training session will be conducted using a Train-The-Trainer (T3) approach. The Customer designated T3 trainers will be responsible for training additional users. As a prerequisite, T3 Trainers will take the Hyland end user web-based course.

This activity consists of the following subtasks:

- Provide Customer with installation instructions for any machines to be used during training session.
- Log in remotely to a sample training machine to ensure training readiness.
- Prepare training script.
- Plan and discuss with Customer how and where the training will be conducted.
- ImageSoft assumes the following number (5) of train the trainer class will be conducted in each of the following functional user sets:
 - Circuit Court Users – Civil, Criminal and Juvenile (3)
 - Family Division Users (1)

- Probate Court (1)
- Provide standard Hyland OnBase End User functionality and scanning training materials.
- Schedule and conduct five (5), four-hour end user T3 training session.

Completion Criteria: This activity will be complete when the iJustice/OnBase End User Functional and Scan Training sessions have occurred.

Deliverable Material: Standard Hyland End User Functional and Scan/Validation Training Materials.

3.3.4.2 Conduct Case Type Workflow Training

The objective of this activity is to train up to 10 designated trainers who will be responsible for training additional users. Eight (8) Workflow Solution four-hour training sessions will be conducted using a Train-The-Trainer (T3) approach. The Customer designated T3 trainers will be responsible for training additional users.

This activity consists of the following subtasks:

- Provide Customer with installation instructions for any machines to be used during training session.
- Log in remotely to a sample training machine to ensure training readiness.
- Prepare training scripts.
- Plan and discuss with Customer how and where the training will be conducted.
- No training materials will be provided beyond standard Hyland workflow training materials
- Review materials with Customer.
- Conduct train the trainer class will be conducted in each of the following iJustice workflow user groups:
 - Circuit Court Filing Review Workflow Training Class (3 Sessions)
 - Circuit Court Judicial Workflow Training Class (3 Sessions)
 - Family Division Workflow Training Class (1 Sessions)
 - Probate Workflow Training Class (1 Session)
- Conduct OnBase DocComp Template Enterprise Training (1 Session)

Completion Criteria: This activity will be complete when the Workflow T3 Training sessions have occurred.

Deliverable Material: ImageSoft and Hyland Standard Workflow Training Materials.

3.3.4.3 Conduct Solution Knowledge Transfer and Technical Training

The purpose of this task is to train the designated Customer System Administrator on how to manage and administer the implemented system.

This activity consists of the following subtasks:

- Prepare Systems Administrator Training notes.
- Schedule and conduct two (2), eight-hour Systems Administrator walkthrough training sessions using a “hands on” skills transfer training method.

Completion Criteria: This activity will be complete when the System Administration Training has been conducted.

Deliverable Material: System Administrator Training Notes.

3.3.4.4 OnBase Certification Trainings

The purpose of this task is to train the designated Customer System and Workflow Administrator on how to manage and administer the system.

This activity consists of the following subtasks:

- Schedule and conduct one (1) OnBase Certified System Administration and one (1) OnBase Certified Workflow Administration classroom training sessions using a “hands on” skills transfer training method
- Training will be conducted by Hyland Software. Classes are available onsite in Westlake, OH, Irvine, CA or via live online training class.

Completion Criteria: This activity will be complete when both the System Administration and Workflow Administration Trainings have been completed.

Deliverable Material: Standard OnBase System Admin and Workflow Admin Materials

3.4 Assist User Acceptance Testing

User Acceptance Testing (UAT) focuses on final end to end testing the delivered solution prior to the releasing the solution into production environment.

The objective of this activity is for the customer to verify that the solution has been configured to the agreed upon User Stories.

This activity consists of the following subtasks:

- Prepare for Customer’s User Acceptance Testing

- Provide assistance to Customer's User Acceptance Testing which will be performed in both onsite and remotely meetings
- Working to fix identified problems
- Assist to retest as required
- Deliver the solution configuration to the Customer Project Manager

Completion Criteria: This activity will be complete when the ImageSoft and OnBase Solution configuration has been verified by the Customer.

Deliverable Material: ImageSoft iJustice and OnBase Solution configuration

3.5 Assist Production Cutover (Go-live)

The purpose and objective of this activity is to cutover (move) the final configured solution to a production environment. Production cutover is a joint effort, and will require significant effort from Customer.

This activity consists of the following subtasks:

- Assist Customer in Production cutover activities for each identified Agile Release defined in the SOW

Completion Criteria: This activity will be complete when the ImageSoft iJustice and OnBase Solution configuration has been cutover to the production environment.

Deliverable Material: None

3.6 Transition to Support

The objective of this activity is to provide transition of the newly implemented production release from the ImageSoft professional services team to the ImageSoft CustomerCare support team. All work will be conducted remotely.

This activity consists of the following subtasks:

- Provide professional services team support to Customer for the newly implemented system prior to transition to ImageSoft CustomerCare support
- Schedule and conduct a meeting with the Customer and ImageSoft CustomerCare Support

Completion Criteria: This activity will be complete when production release has been transition to the ImageSoft Customer Care support team.

Deliverable Material: None

3.7 System Support

ImageSoft has included support for the system after it is accepted or goes into production for twelve (12) months. Post-Production Support includes ImageSoft Customer Care support



coverage Production support is described in the external System Maintenance Agreement (SMA).

Completion Criteria: This activity will be complete when 12 Months of post-production support has been provided to the Customer. Production support is typically renewable on an annual basis per the terms of the SMA.

Deliverable Material: None

3.8 Customer Responsibilities

The successful completion of the proposed scope of work depends on the full commitment and participation of Customer management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to ImageSoft.

3.8.1 Project Management

Customer will identify Project Manager at the beginning of this SOW, who will be the focal point for ImageSoft communications relative to this project and who will have the authority to act on behalf of Customer in all matters regarding this project.

The Customer Project Manager's responsibilities include:

- Manage the Customer personnel and responsibilities for this project across all customer locations
- Serve as the interface between ImageSoft and all Customer departments participating in this project.
- Administer the Project Change Authorization Procedure with the ImageSoft Project Manager.
- Review with the ImageSoft Project Manager Customer invoice or billing requirements.
- In conjunction with the ImageSoft Project Manager, develop the project plan and maintain overall project schedules.
- Provide sign-off on project deliverables
- Participate in Project Status Meetings.
- Resolve deviations from the project plan that may be caused by Customer personnel.
- Help resolve project issues and escalate issues within Customer's organization, as necessary.
- Provide existing project pertinent documentation.
- Provide access to Customer's existing repositories, applicable to this SOW, to the ImageSoft project team during the development and testing of the system and other deliverables, as required.
- Obtain and provide information, data, decisions and approvals, including problem resolution with base software, within two working days of ImageSoft 's request unless Customer and ImageSoft agree to an extended response time.
- Monitor and report project status on a regular basis to Customer management.
- Verify that all tasks assigned to Customer are performed according to the agreed upon project plan.
- Verify that all Customer resources are available to the ImageSoft project team.
- Verify that all invoices are paid in a timely manner.

3.8.2 General Customer Responsibilities

- During Business Analysis and Design process, ImageSoft may utilize and provide customer surveys for data collection (i.e. volumes/doc inventory) Customer is responsible for distributing the &survey questionnaire to the repository owners and collecting the completed questionnaires. It is assumed the questionnaires will be completed and returned within (5) business days from the time delivered to Customer.
- Customer is responsible for ensuring that data is secure and protected at all times on Customer computers. ImageSoft is not responsible for and cannot be held liable for inadvertent data disclosure or theft from Customer computers.
- Technical assistance from Customer's Information Technology staff will be provided during the performance of the Work. In particular, Customer will provide:
 - i. Network connectivity and troubleshooting assistance.
 - ii. Ability to monitor network traffic and isolate bottlenecks.
 - iii. Technical assistance concerning the integration with existing Customer systems (if applicable).
- Customer, at all times, during and after the performance of the Work, is responsible for maintaining adequate data backups to protect against loss of data on Customer computers.
- Customer will provide all relevant documentation of their existing IT architecture and technical infrastructure that integrate with the line of business application components.
- Customer will be responsible for any programming in legacy systems necessary to provide data to any application(s) provided by ImageSoft under this SOW.
- Customer will be responsible for obtaining and installing the required hardware and software infrastructure in a timeframe consistent with the deployment schedule established jointly by Customer and ImageSoft.
- Customer will be responsible for the setup, installation, and configuration of the servers, base operating system, storage devices and network for the proposed ImageSoft Solution in this SOW.
- Customer will be responsible for developing UAT Test Plan, planning and conducting all UAT activities. Additionally, Customer is responsible for providing test data in a format that is ready to use by ImageSoft for their internal solution test phase.
 - i. Customer will provide the development and testing tools.
- Customer will be responsible for all services or third party software for implementing or managing customer's disaster recovery activities. SOW does not include these items.
- The solution will be implemented at Customer's facility in Muskegon, MI.

- ImageSoft's professional services will be performed both onsite, at the customer's facility, and remotely from ImageSoft's offices. Customer may be required to supervise remote access to servers and/or workstation computers during implementation and for support purposes once in production use.
- Customer is responsible to select and provide knowledgeable personnel to manage the system after rollout. This includes both IT and business process skills transfer. Customer understands and accepts that no activities will be repeated or delayed to reinforce the on the job skill transfer.
- Customer will provide adequate access to all systems (servers and workstations) that are required by the project. This may include but is not limited to on-site and remote via the Internet. If Customer requires ImageSoft to conduct remote configuration activities via GoToMeeting, it may result in additional services cost not included in the extended fixed price.
- Customer will ensure that its staff is available to provide such assistance as ImageSoft reasonably requires and that ImageSoft is given reasonable access to Customer's Senior Management team, as well as any members of its staff to enable ImageSoft to provide the Services. Customer will ensure that its staffs have the appropriate skills and experience. If any Customer staff fails to perform as required, Customer will make suitable additional or alternative staff available.
- Customer will provide relevant information and documentation required for the engagement. Customer agrees that all information disclosed or to be disclosed to ImageSoft is and will be true, accurate and not misleading in any material respect. ImageSoft will not be liable for any loss, damage or deficiencies in the services arising from inaccurate, incomplete, or otherwise defective information and materials supplied by Customer.
- Customer expertise to handle issues with printers, cabling, and PCs before, during, and after rollout is expected. The system being provided runs in a Local Area Network and Web environment. As such, the performance of the system is directly related to, among other things: available network bandwidth, network segmenting, and the performance of other applications. For this reason, ImageSoft can make no guarantees as to system response time.
- Customer will ensure it has appropriate agreements in place with third parties to enable ImageSoft to perform the services under this SOW. This includes Customer using or providing ImageSoft with third party information, software, support or materials for the project including but not limited to, where Customer is employing other suppliers whose work may affect ImageSoft's ability to provide the services. Unless specifically agreed to otherwise in writing, Customer will be responsible for the management of the third parties and the quality of their input and work. Except to the extent ImageSoft specifically agrees otherwise in this SOW, Customer is solely responsible for any third party hardware, software or communications equipment used in connection with the services.
- Customer will provide the necessary software and licenses that ImageSoft will use for developing custom components and applications.
- Customer will provide adequate user workstations, monitors, operating system software, suitable office space, including office supplies, furniture, telephones, voice mail, analog lines and other facilities for the ImageSoft Project Team while



working on Customer premises. Facilities should be comparable to those provided to Customer personnel performing similar work.

3.9 Completion Criteria

ImageSoft will have fulfilled its obligations under this SOW when one of the following first occurs:

- ImageSoft completes the number of Sprints as specified in this SOW and/or in any mutually agreed upon subsequent project change request; or
- ImageSoft satisfies the Completion Criteria set forth in this SOW; or
- Customer or ImageSoft terminates the project in accordance with the provisions of the Agreement.

3.10 Estimated Schedule

A draft project plan will be delivered to the customer early in the project planning phase, and a final plan will be delivered upon completion and customer confirmation of the Functional Specification document. Deviation from the finalized project plan by Customer might represent a change in the scope of the project. Deviations that arise will be managed through the procedure described in Appendix C-1: Project Change Authorization Procedure.

Note: ImageSoft's professional service team typically has a lead time of six to eight (6-8) weeks to start any new customer project. During this time, ImageSoft may perform the following Project Planning and Initiation activities: identify customer project manager, conduct project kick-off call with Customer and setup project communication environment.

4. Investment

The table below provides detailed pricing for ImageSoft's proposed solution.

OnBase Software				
	Product	Unit Cost	# Units	Cost
OnBase Enterprise Core Modules				
Local Government Licensing Bundle	GV-B-MU1	\$14,745	1	\$14,745
Bundle includes: OnBase Multi-User Server, Unity Client Server, EDM Services, Desktop Document Imaging >30 ppm, CD Authoring.				
Distributed Disk Services	GV-B-MU2-DSIP1	\$2,000	1	\$2,000
Document Import Processor	DPIPW1	\$5,000	1	\$5,000
Integration for Microsoft Outlook	OLIP1	\$5,000	1	\$5,000
Enterprise Application Enabler	AEIP2	\$50,000	1	\$50,000
Enterprise Application Enabler Discount				-\$35,000
Local Government Document Retention	GV-B-MU2-DRIP1	\$4,000	1	\$4,000
Virtual Print Driver	PTIPC1	\$5,000	1	\$5,000
Document Composition	ADIP1	\$20,000	1	\$20,000
Report Services	RPIP1	\$5,000	1	\$5,000
Microsoft Office Business Application Integration	OIPW1-07/10	\$50	100	\$5,000
Single Sign-on with Microsoft Active Directory	SNIP1	\$0	1	Included
OnBase User Access Licenses				
Local Government Named User Client	GV-B-MU2-CTIPN1	\$400	95	\$38,000
Local Government Workflow Named User Client SL	GV-B-MU2-WLIPN1	\$700	95	\$66,500
Departmental Named User Break-down: FOC (63), Circuit Court (14), Probate (9), CCR (10)				
Local Government Concurrent User Client	GV-B-MU2-CTIPC1	\$650	4	\$2,600
Local Government Workflow Concurrent User Client SL	GV-B-MU2-WLIPC1	\$1,000	4	\$4,000
OnBase Capture Modules				
Local Government Production Document Imaging (TWAIN)	GV-B-MU2-TIIPW1	\$2,000	1	\$2,000
Local Government Production Document Imaging (TWAIN)	GV-B-MU2-TIIPW2	\$800	1	\$800
OnBase Annual Software Maintenance	OBMAINT	\$38,929	1	\$38,929
OnBase Software Sub-Total				\$233,574

AutoStore Software				
	Product	Unit Cost	# Units	Cost
AutoStore MFP Integration Software				
NU AX AutoStore Express Device License (15 Device Licenses)		\$12,131	1	\$12,131
Autostore Annual Software Maintenance		\$2,427	1	\$2,427
AutoStore Software Sub-Total				\$14,558
ImageSoft Software				
	Product	Unit Cost	# Units	Cost
ImageSoft Core Software				
TrueSign™ Includes signing license for up to 20 users.	IS-ISIGN	\$15,000	1	\$15,000
iDocConverter	IS-IDCV	\$5,000	1	\$5,000
ImageSoft Barcode Label Printer Software	IS-AEBC	\$2,000	1	\$2,000
ImageSoft Annual Software Maintenance	IS-MAIN			\$4,400
ImageSoft Software Sub-Total				\$26,400
Premise Software Total				\$274,532
Annual Subscription Software				
Annual Subscription Based Software				
TrueCertify for Clerk - Electronic document certification for Clerk provides unlimited newly certified or recertified documents: includes unlimited Client Software licenses, server setup, custom cloud-based verification web site, 5 GB of document storage, limited use of iDocCreator software.	IS-TC-	\$15,000	1	\$15,000
1st Year TrueCertify for Clerk Discount				-\$15,000
Annual Subscription Software Subtotal				\$0
Professional Services				
		Unit Cost	# Units	Cost
Planning and Initiation				
Conduct Sprint Planning and Discovery Activities				\$19,240
Build & Test				
Agile Sprints	Estimated Sprints			\$299,700
Phase I Sprints	3			
Phase II Sprints	10.5			
FileNet Data Conversion (~1.3M documents to be converted)				
Review Database Structure and Define Migration Requirements of the existing DocTypes to be exported		\$185	120	
Procure and Test existing FileNet to OnBase Utility		\$6,000	1	
Configure DIP into OnBase				

*Muskegon will be responsible for all data scrubbing/pre-processing from any re-design decision, running and monitoring conversion process, does not include annotation conversion				
System & Training Documentation				
				\$11,840
Create Technical Implementation Sys Admin Notes*				
Provide Std Hyland End User Functional and Workflow Training Manuals*				
*Custom end user training manuals are available at an additional cost				
Solution Training				
	Sessions			\$21,090
*All Training will be conducted via Train-the-Trainer Approach				
Prepare & Conduct Circuit Court (3), Family (1) & Probate (1) Unity Client and Scan Training	5			
Prepare & Conduct Circuit Court Filing Review Workflow Training	3			
Prepare & Conduct Circuit Court Judicial Workflow Training	3			
Prepare & Conduct Family Division Workflow Training	1			
Prepare & Conduct Probate Workflow Training	1			
Prepare & Conduct DocComp Template Enterprise Training	1			
Solution Knowledge Transfer and Technical Training	2			
Solution Certification Training				
	Classes			\$5,600
Hyland Facilitated - Classes available in Cleveland, Irvine or Remote Workflow Trainings				
OnBase System Admin Classroom Training (Cleveland)	1	\$2,800	1	
OnBase Workflow Classroom Training (Cleveland)	1	\$2,800	1	
Project Management (20% FTE for 8 Months)				
				\$51,800
Conduct All Project Management and Communication Activities				
ImageSoft Customer Care Support Package (1st Year)				
				\$18,976
ImageSoft Services Discount				
				-\$46,040
Services Subtotal				
				\$409,406
Total				
Grand Total				
				\$683,938
<i>Pricing valid for 90 days.</i>				

4.1.1 Milestone Payment Schedule

Customer will be invoiced based on approved deliverables from each phase according to the following schedule: All payments will be due on a Net-30 day basis.

Description	Payment Trigger	Payment
ImageSoft will provide milestone payment schedule once final implementation phase strategy has been defined and agreed upon with Muskegon County		

4.1.2 Fixed Price Services

ImageSoft has provided an estimate of the required services hours to complete the tasks described herein and will provide services on a fixed price basis.

The initial services provided in this project will include an Analysis and Design process that will create a Functional Specification document. During this process project scope that is greater than is contained within the SOW may be discovered. If this occurs, ImageSoft will present to Customer the reasoning for the additional scope, and an estimate of the additional effort. Customer can then decide whether to add the work to the scope, through a change order, or to reduce the project scope to its original size.

4.1.3 Out-Of-Pocket Expenses

Customer shall reimburse ImageSoft for all reasonable out-of-pocket expenses that ImageSoft incurs in performing the Work described herein. Out-of-pocket expenses shall include travel costs, meals, and lodging expenses and must be supported by proper invoices or other appropriate documentation.

Customer shall reimburse ImageSoft for travel time at an hourly rate equal to 50% of the Standard Hourly Rate of \$185.

Note: Out of pocket expenses have not been included in this extended SOW costs and will be billed on a monthly basis as incurred.

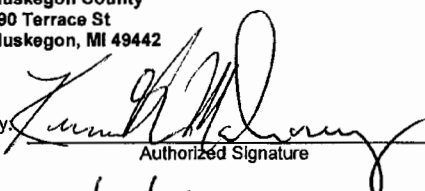

4.1.4 Marketing Considerations

In return for discounts Customer agrees that if they are satisfied with the solution that they will allow ImageSoft to:

- Use the Muskegon County as a reference site for occasional prospect phone calls and site visits (reference contact will be pre-approved by Customer primary contact).
- Refer to the site in a published case study with a personal quotation (content to be approved by Customer primary contact).

5. Approval

Signature is required to accept this SOW. By signing below each party agrees to the proposed project scope and authorizes work to begin.

Agreed to: Muskegon County 990 Terrace St Muskegon, MI 49442	Agreed to: ImageSoft, Inc. 26900 W. 11 Mile Rd., Suite 100 Southfield, MI 48034
By:  Authorized Signature	By:  Authorized Signature
Date: <u>5/20/14</u>	Date: <u>5/23/14</u>
Name (type or print): <u>Kenneth Mahoney</u>	Name (type or print): <u>Scott Bade</u>
Title (type or print): <u>Muskegon County Board Chair</u>	Title (type or print): <u>President</u>
Project name: <u>Court & Public Safety ECM System</u>	

<i>Internal Use:</i> Opportunity #: <u>12671</u>
Sales Order #: _____

Appendix A: Deliverable Guidelines

The Deliverable Guidelines define the structure and content of the materials defined as "Deliverables" in the Statement of Work. Unless otherwise noted, ImageSoft will provide one copy of each of the following Deliverables to the Customer Project Manager.

Deliverable documents will be provided using the Microsoft Office tools (Word, PowerPoint or Excel) formats, unless indicated otherwise:

A - 1: Weekly Status Report

Purpose: ImageSoft will provide *weekly* Status Reports advising the Customer Project Manager of the progress and status of ImageSoft activities worked on during that period. Significant accomplishments, milestones, and problems will be identified.

Content: The report, estimated to be up to 2 pages long, will consist of the following, as appropriate:

- Activities performed during the current reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Other items of importance
- Issues list.

Delivery: ImageSoft will deliver weekly copies of this document in electronic format.

A - 2: OnBase Functional End User Training – the ImageSoft Team will provide Customer with standard Hyland end user functional and scanning training materials in Microsoft Word format, approximately 10-15 pages in length. The T3 training session will cover the basic workings of the iJustice/OnBase Solution and non-workflow related tasks needed to efficiently navigate and interact with the ECM Solution. Topics covered include:

- Scanning
- QA (quality analysis of process and scanned images)
- Indexing
- Exception handling
- Accessing OnBase
- OnBase Basics – Document Groups, Document Types, Keywords and Document History
- Document navigation
- Custom Queries / Basic Searching / Advanced Searching
- Navigating folders
- Annotations and notes
- Importing new documents
- Working with Microsoft Office, TIFF and Adobe PDF documents
- Printing and emailing of documents

A-3: JusticeTech Court Solution Training – the ImageSoft Team will provide Customer with standard Hyland Workflow training materials in Microsoft Word format, approximately 10-15 pages in length. The T3 training session will cover basic workflow concepts of the iJustice and

ECM Solution. Including specific information related to each life cycle. The course will cover all associated life cycles and queues to allow for cross-training of resources. Topics covered include:

- Overview of the use of workflow to model business processes
- Accessing workflow
- Description of the screen components that makeup the user interface
- Overview of the different types of queues provided by workflow and how they are worked
- Accessing queues
- Details specific to ad hoc tasks and processing documents
- Load balancing concepts
- Details specific to the workflows implemented for the different processes and how users should work

A - 4: Systems Administrator Notes – the ImageSoft Team will provide Customer with Administrator training notes, in Microsoft PowerPoint format and Microsoft Word format, approximately 5-15 pages in length, describing the configuration procedures for the ImageSoft-provided systems. The training notes will cover the following as appropriate:

- Starting/stopping servers
- Monitoring key system processes
- Adding, changing, deleting Users and Securities
- Workflow setup & monitoring

Appendix B: Hardware and Software Deliverables

B-1: OnBase Software Deliverables

The table below provides a short description of each of the OnBase modules being provided. The description provided here is intended to provide a brief overview of the intended purpose. A more comprehensive description of each of the modules is available upon request.

Module Name	Part #	Description
Local Government OnBase Bundle	GV-B-MU2	Modules comprising the bundle include: Multi-User Server (1), Unity Client Server (1), EDM Services (1), Application Enabler (single application) (1), Desktop Document Imaging (> 30 ppm) (1), CD Authoring (1).
Local Government Named User Client	GV-B-MU2-CTIPN1	Provides retrieval, viewing, printing, and management of documents for a single named user
Local Government Workflow Named Client SL	GV-B-MU2-WLIPN1	Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms
Local Government Concurrent Client SL	GV-B-MU1-CTIPC1	Provides retrieval, viewing, printing, and management of documents.
Local Government Workflow Concurrent Client SL	GV-B-MU2-WLIPC1	Provides electronic document routing through a configurable work process. Includes pre-configured rules, actions, transitions, and notifications and additional capabilities for Visual Basic scripts. Provides access to Workflow functions in order to perform work and complete tasks on documents. Includes E-Forms.
Local Government Production Document Imaging (TWAIN) – 1 & 2	GV-B-MU2-TIIPW1	Scans (digitizes) paper documents using TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing
Distributed Disk Services	DSIPI1	Regulates public access to a server through middleware software that acts as a proxy for accessing Disk Groups. Because communications with the OnBase Client are handled through TCP/IP, administrators are not required to use Windows Shares or UNC paths for Disk Group access.
Document Import Processor	DPIPW1	Imports documents (scanned or other) and their respective index information. This module is often used in conjunction with third party forms processing software as well as data conversion utilities.
Virtual Print Driver	PTIPC1	Provides a method to capture, index and store the print stream from any printable application and store the information as a TIFF image within the OnBase document repository. This is a single instance license
Integration for Microsoft Outlook	OLOPI1	Allows Microsoft Outlook users to interact with an OnBase system through the familiar Outlook client.

		Provides users the ability to save e-mails and/or any associated attachments by simply dragging the e-mail to the "OnBase" folder. Users can also retrieve documents from the interface.
Enterprise Application Enabler	AEIPI2	Provides image enabling to third-party software applications that are GUI, browser, or text-based. Provides any number of applications to be image-enabled within the enterprise.
Microsoft Office Business Application Integration	OIIPC1	Allows users of Word, Excel, and PowerPoint to interact with OnBase content through their familiar Microsoft Office interface. This integration provides users with single-click menu access for storing, retrieving, and editing OnBase documents and related content.
AutoStore MFP Integration	60NUAX01P02A	NU AX AutoStore Express Device License (25 Device License Pack) First year maintenance included.
Document Composition	ADIP11	Provides integrated document creation using MS Word and OnBase. A flexible, table-driven system that allows templates to be associated with documents or workflows in the OnBase system. Documents are created by merging OnBase keyword data with a template to create a document that is saved directly to OnBase.

B-2: ImageSoft Software Deliverables

The table below provides a short description of each of the ImageSoft modules being provided. The description provided here is intended to provide a brief overview of the intended purpose. Detailed module information is available upon request.

Module Name	Part #	Description
TrueSign	IS-ISIGN	Provides a tool for signing documents electronically that produces an image with an actual signature. Allows users to mark document with a "sign here" flag, and allows signing by proxy. Includes electronic seals and stamps. Includes signing license for up to 20 users.
iDocConvertor	IS-IDCV	Converts various file formats to TIFF or PDF. Works with Word, HTML, Text, and PDF (check for latest supported formats, does not perform OCR). This license supports a single processing server.
TrueCertify	IS-TC-UNL	Electronic document certification - Annual Subscription for PA. Includes software maintenance, remote installation, and business hours telephone support.
Bar Code Label Printer Software	IS-AEBC	Allows barcode label printing integrated with the OnBase Application Enabler module. This is a system license, which allows unlimited barcode stations for a single OnBase database.



	Requires: OnBase Application Enabler Requires: Supported barcode label printer (check for printer support).
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B-3: Hardware Deliverables

No hardware is included in this SOW and if required would need to be purchased on a separate ImageSoft Statement of Work.

Appendix C: Project Procedures

C-1: Project Change Authorization Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request (PCR) will be the vehicle for communicating change and will describe the change and the effect the change will have on the project.
- Proposed changes may be submitted by the Project Manager of either party.
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. ImageSoft will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. ImageSoft will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW and the Agreement.
- A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

C-2: Deliverable Materials Acceptance Procedure

Each deliverable Material as defined in Appendix A - Deliverable Materials Guidelines will be reviewed and accepted in accordance with the following procedure:

1. One (1) printed or electronic copy (as specified in the Deliverable Materials Guidelines) of the deliverable Material will be submitted to the Customer Project Manager. It is the Customer Project Manager's responsibility to make and distribute additional copies to any other reviewers
2. Within five (5) business days of receipt, the Customer Project Manager will either accept the deliverable Material or provide the ImageSoft Project Manager a written list of requested revisions. If ImageSoft receives no response from the Customer Project Manager within five (5) business days, then the deliverable Material will be deemed accepted
3. The ImageSoft Project Manager will consider Customer's timely request for revisions, if any, within the context of ImageSoft's obligations as stated in Appendix A - Deliverable Materials Guidelines
4. Those Customer revisions agreed to by ImageSoft will be made and the deliverable Material will be resubmitted to the Customer Project Manager, at which time the deliverable Material will be deemed accepted
5. Those Customer revisions not agreed to by ImageSoft will be managed in accordance with Appendix C-1 Project Change Authorization Procedure
6. Any conflict arising from this deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix C-3.

C-3: Escalation Procedure

The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW.

When a conflict arises between Customer and ImageSoft, the project team member(s) will first strive to work out the problem internally.

- Level 1: If the project team cannot resolve the conflict within two (2) working days, the Customer Project Manager and ImageSoft Project Manager will meet to resolve the issue.
- Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the Customer Executive Sponsor will meet with the ImageSoft Project Executive to resolve the issue.
- If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with Appendix C-1 Project Change Authorization Procedure.
- If the conflict remains unresolved after Level 2 intervention, then either party may terminate this SOW. If the conflict is addressed by termination, Customer agrees to pay ImageSoft for a) all Services ImageSoft provides and any Products and Materials ImageSoft delivers through termination, b) all expenses ImageSoft incurs through termination, and c) any charges ImageSoft incurs in terminating the Services.

During any conflict resolution, ImageSoft agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.