




OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

Board Office Use: <b>Legislative File Info.</b>	
File Number	18-1181
Introduction Date	6/27/18
Enactment Number	18-1053
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## Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Curtiss Sarikey, Chief of Staff  
Susan Beltz, Chief Technology Officer 

**Board Meeting Date** June 27, 2018

**Subject** Ratification of Software and Support Agreement between Ray Morgan Company and Oakland Unified School District.

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**Action Requested** Ratification of Software and Support Agreement beginning May 1, 2018 through June 30, 2019 in the amount of \$31,847.06 between Ray Morgan Company and Oakland Unified School District.

**Background** Laserfiche, an affiliate of Ray Morgan Company, was selected by Escape to provide the integrated scanning capability of Accounts Payable (AP) invoices. Note that Escape is the new system for Fiscal, Payroll, and Human Resources which was Board-approved on October 26, 2016 (File ID #16-2237) and is due to launch July 1, 2018. Using Laserfiche, AP invoices will be scanned and uploaded into the Escape system, which will significantly reduce manual data entry. Laserfiche will be the new record storage system for all invoices and required documents as mandated by

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the OUSD Board of Education (BOE), OUSD Administrative Regulations, and State and Federal requirements for compliance and audits.

**Discussion**

The current system for processing invoices in the Accounts Payable department has proven to be insufficient to ensure the timely payment of vendors and consultants as mandated by Board Policy (BP) 3314. By leveraging the automated processes for data entry offered through Laserfiche and Escape, OUSD estimates that it can reduce the hours required to process invoices by up to 75%. Escape and Laserfiche have developed an interface to allow OUSD to scan all invoices and upload information directly into Escape. During the upload process, Laserfiche is able to automatically detect and send the transaction data needed by Escape to generate the payment to the vendor. Key benefits of the Laserfiche document scanning and records storage system include:

- Ability to scan and capture data from multiple invoices at once
- Reduced time and effort spent finding and archiving invoices
- Elimination of the need to copy, transport and store paper invoices
- Reduced manual data entry through the automatic extraction and transfer of invoice data into Escape
- Automatic routing of invoices to multiple employees for approval
- Secure storage and easy retrieval of digital invoices
- Capture of audit activity throughout the AP process

**Recommendation**

Ratification of Software and Support Agreement beginning May 1, 2018 through June 30, 2019 in the amount of \$31,847.06 between Ray Morgan Company and Oakland Unified School District.

**Fiscal Impact**

\$31,847.06 from Funding Resource 9999994701: General Purpose (GP) Software Licensing, consisting of \$4,549.58 in 2017-18 funds and \$27,297.48 in 2018-19 funds.

**Attachments**

Software and Support Agreement

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## CONTRACT JUSTIFICATION FORM

### This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

**Legislative File ID No.** 18-1181

**Department:** Technology Services

**Vendor Name:** Ray Morgan Company

**Contract Term:** Start Date: May 1, 2018 End Date: June 30, 2019

**Annual Cost:** \$ 31,847.06

**Approved by:** Susan Beltz

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

Laserfiche, who is an affiliate of Ray Morgan Company, was selected by Escape to provide the integrated scanning capability of Accounts Payable (AP) invoices. Note that Escape is the new system for Fiscal, Payroll, and Human Resources which was Board-approved on October 26, 2016 (File ID #16-2237) and is due to launch July 1, 2018. Using Laserfiche, AP invoices will be scanned and uploaded into the Escape system, which will significantly reduce manual data entry. Laserfiche will be the new record storage system for all invoices and required documents as mandated by the OUSD Board of Education (BOE), OUSD Administrative Regulations, and State and Federal requirements for compliance and audits.

**Summarize the services this Vendor will be providing.**

The current system for processing invoices in the Accounts Payable department has proven to be insufficient to ensure the timely payment of vendors and consultants as mandated by Board Policy (BP) 3314. By leveraging the automated processes for data entry offered through Laserfiche and Escape, OUSD estimates that it can reduce the hours required to process invoices by up to 75%. Escape and Laserfiche have developed an interface to allow OUSD to scan all invoices and upload information directly into Escape. During the upload process, Laserfiche is able to automatically detect and send the transaction data needed by Escape to generate the payment to the vendor.

**Was this contract competitively bid?** Yes  No

If No, answer the following:

1) How did you determine the price is competitive?

This is the only solution for scanning and entering invoices that integrates with the Escape system. Using an alternate solution would fail to eliminate the large amount of data entry currently required to pay vendor invoices. In addition, Escape performed due diligence in selecting a partner for this service, and through their vetting process determined that that the Laserfiche solution provided an optimal combination of functionality and price.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts [requires Board resolution declaring an emergency]
- Technology** contracts *Below \$90,200*
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**

# Laserfiche Avante Solution: Oakland USD

## Yuka Daniels



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*



**Laserfiche®**

## Table of Contents

About Ray Morgan Company .....	4
About Laserfiche .....	5
Solution Overview .....	6
Workflow Design, Configuration and Implementation.....	7
Proposed Solution - Details.....	8
Organization Structure.....	10
Project Management .....	11
Laserfiche Support Agreement Plan (LSAP) .....	13
RMC Support Channels .....	14
Software Terms & Conditions .....	15
Signatures .....	16
Glossary of Terms.....	28



Yuka Daniels  
Oakland Unified School District  
1000 Broadway, Suite 440  
Oakland CA 95811

Dear Yuka,

We are honored with the opportunity to present this proposal to the Oakland Unified School District to provide our Laserfiche services and solutions to Oakland USD's Accounting, Procurement and IT. Additionally, our solution can easily scale to additional Oakland USD departments such as Human Resources, etc.

We have read and understand the scope of your requirements. On behalf of ProIT, a division of the Ray Morgan Company, please accept this response as our best effort to provide you with the most comprehensive solutions at the most affordable prices.

Please note the following regarding our recommendation-

- **Ray Morgan Company has a 60-year legacy of providing outstanding services.**
- **Ray Morgan Company offers added value as an industry leader in automated document management through our years of customer connected development and design experience and partnership with leading manufacturers such as Laserfiche, Canon, Ricoh, Samsung, and Panasonic.**
- **Ray Morgan Company is an active local community partner.**
- **We are a member of Pros Elite 100.**

There is no other local entity, public or private, better positioned to implement and support your system than Ray Morgan Company. We are a company that *specializes* in providing the best possible service and solutions that you require. We are seasoned veterans in delivering and maintaining systems to education and businesses of all sizes.

Respectfully submitted by:

Andre' Armstead  
National Solutions Consultant, Ray Morgan Company  
1580 Vineyard Road, Roseville, CA 95678

direct: 916-577-1682  
email: [aarmstead@raymorgan.com](mailto:aarmstead@raymorgan.com)

## About Ray Morgan Company

Established in 1956, the Ray Morgan Company has grown to be Canon's largest independent dealer in the western United States, and the second largest in the nation. The company has grown to 20 branches with over 390 working professionals. With annual revenues of nearly \$100 million, RMC has the financial stability, extensive geographic coverage and the resources to meet the ever-changing needs of our customers. Mindful that bigger is not always better, we staff our branches with local management empowered to ensure our clients' complete satisfaction. Easily accessible regional ownership also means being able to quickly facilitate our clients' business needs and always being one phone call away from any customer issue.

Our mission is to ensure the ongoing trust and loyalty of our clients by providing them with uncommonly great customer service and value in the sales and support of document technology products and services.

***Our vision is to be the top document technology provider in each of the markets we serve.***

Professional IT Services, our technical division, has been a Laserfiche Value Added Reseller for more than 15 years. Our team of dedicated Laserfiche engineers, project managers, and sales specialists are constantly striving to improve their skills, and discover the solutions that best fit our customers' needs. We're also proud to offer new cloud and hosted solutions, to accommodate organizations of all sizes and needs.

With the universal information support of a Laserfiche ECM solution at the core of your document management infrastructure, and our experience support team, our Laserfiche clients regularly save 75% over the cost of off-site document management – not to mention the hours saved from automatic document filing and processing.

At the Ray Morgan Company, we measure our success by one standard: *TOTAL CUSTOMER SATISFACTION*. Every one of our employees are committed to ensuring that this is not just a marketing slogan, but part of our everyday company culture.





## About Laserfiche

Compulink Management Center, Inc (dba Laserfiche) is a privately held California corporation originally incorporated in 1974 to develop custom software solutions for large-scale information management problems. Since the product was made commercially available in 1988, Laserfiche has pioneered several technologies in the content management field as the company has continuously grown. Implemented in more than 35,000 organizations worldwide, Laserfiche products have been trusted to solve the content management needs of customers in a large variety of industries and environments over the last 28 years.

The company's headquarters in Long Beach, California house the primary research and development, marketing, domestic sales and technical support teams. With more than 300 employees worldwide, the Long Beach office employs close to 250 people with more than 50% of them serving in an engineering role. The company's senior management team has been intact for more than 10 years providing stability, guidance and long-term product development vision.

Laserfiche solutions are primarily sold and implemented through a worldwide network of certified resellers. This approach has provided Laserfiche with a global reach and allowed the company to focus on developing simple, elegant document management solutions that help organizations run smarter. As a software developer, Laserfiche dedicates itself to a strong reputation for incorporating customer feedback provided through the resellers into its product offerings.

Laserfiche views these opportunities as long-term partnerships where they get valuable feedback to continuously improve the software, while their customers receive direct attention from the software developer.



## Solution Overview

- Find documents easily within organized folder structures.
- Automatically file documents upon import.
- Easily duplicate existing filing structures.
- Navigate and preview content with thumbnails of document pages.
- Make scanned and electronic files full-text searchable with optical character recognition (OCR).
- Save changes with document check in/out.
  
- Provides secure environment. (see pages 8 & 9 for details)

### Add context to digitized documents

- Facilitate document updates with a unified metadata system.
- Create reusable document fields that note key document information, like document author and approval time
- Build standard document templates that can be applied to different documents or folders.
- Connect related documents, like e-mails and their attachments, using document links.
- Track, display and compare document versions.
- Sign and validate documents with digital signatures.

### Apply annotations to documents

- Modify information directly on pages, text and images.
- Hide sensitive material from unauthorized users with redaction tools.
- Add instructions or comments with document sticky notes, call out boxes and text boxes.
- Apply public or personal stamps, such as "Date," "Approved," "Confidential" and other indicators.
  
- See a complete list of a document's annotation history, including type, date and included text.

### Find documents with one click

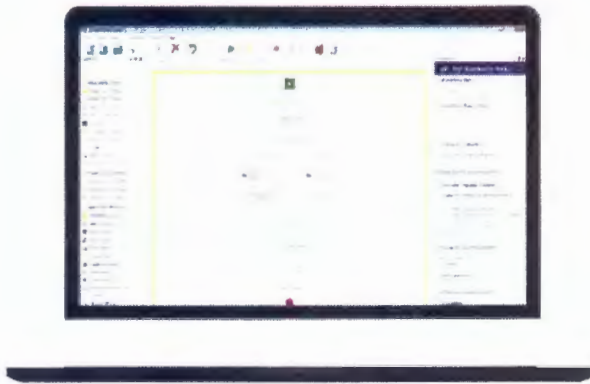
- Find specific words or phrases within document text, metadata, annotations and entry names.
- Use preset search options to search by document creation date, the names of users who checked out documents and other metadata.
- Enable fast user adoption with customized document viewing and search settings.
- Instantly generate searchable text on scanned documents using optical character recognition (OCR) and full-text indexing.
- Find content that includes related words or phrases in search results.
- Perform routine searches in one click with custom quick searches that save search preferences.
- Find documents associated with specific business processes.

## Workflow Design, Configuration and Implementation

Laserfiche Workflow allows users to Create, Track and Participate in an unlimited number of Business Processes. Workflow designer can be installed on any workstation and users (based on security permissions) can create and modify these.

Some of the features and benefits of Laserfiche Workflow are:

- Track exactly where program application documents are and who is working on each document.
- Business Rules Enable simultaneous review and approval by routing documents to multiple users.
- Ensure tasks are completed on time with automatic recurring escalation notification emails.
- Present users with a full history of all business process steps related to a document.
- Automatically send notifications when documents are created, edited or deleted.
- Track, manage and report budgets for programs
- Mobile device access



### Workflow Designer

Easy to use Laserfiche workflow designer can be installed on any number of workstations.

Workflows are created with Drag-and-Drop functionality allowing them to be created, modified, and published with ease.

### Workflow Participation

Participation in workflows can be done from your PC, mobile device with use of Laserfiche Mobile App, or with Laserfiche Web Access. For Laserfiche Forms workflow decisions can even be approved or denied just by replying to your notification email with the word "Approved" or "Denied".



## Proposed Sol

RMC Software Lease terms and conditions

Yuka. As requested the RMC Software Lease Term and conditions have been included (page 2 of 2 below).

We anticipate the Oakland USD Legal team will have redlines and are looking forward to working to a mutually agreed upon term and conditions.



## Organization Structure

The RMC Laserfiche Project Joint Team will consist of personnel from Ray Morgan Company's Sales, Equipment and IT Support Services and Key Stakeholders from within the Client's IT Team. Each individual on the RMC Laserfiche Team, named below, specializes in key area(s) of the project.

### Andre Armstead

As a Laserfiche Gold Certified national solution consultant, **Andre Armstead** brings to bear over 15 years providing solutions to solve complex business challenges by leveraging software automation, business process and workflow industry experience.

**Andre** works closely with his customers to transform manual driven business processes and workflows to our automated Laserfiche platform resulting in cost savings and recapturing time of critical resources. He is detail-driven, hands-on, and takes pride in the overall satisfaction of his customers.

### Nathan Gamble

**Nathan Gamble**, Director of Laserfiche Sales, has worked in all facets of Information Technology since 2001, and has spent over 8 years specializing in management of projects and departments. Nathan has worked hands-on with multiple Fortune 500 Companies to increase efficiencies and automate common and repetitive practices. His background in database administration and online web-based applications gives him a great ability to translate complicated processes into elegant solutions.

### Caleb Hansen

RMC's IT Operations Manager, **Caleb Hansen**, manages, implements, and maintains 100+ multi-device implementation projects, including Laserfiche. He works very closely with multiple departments and over 19 branches to improve business process as it relates to installation planning and delivery. He organizes, trains, and oversees ProIT's ever growing internal and external tech team.

### Dallas Green

**Dallas Green**, the administrator for the ProIT team, is a recent graduate of CSU Chico, with a Bachelor of Science degree in Management Information Systems. Her technical knowledge, in addition to strong attention to detail and organization, allow her to assist our team in becoming as efficient and effective as possible.

### Eric Brewer

**Eric Brewer**, a Senior Engineer with 15 years of experience in software design, has worked with companies like Sony, Microsoft, and CDW to create white papers on emerging technology with an emphasis on web based integrations. In addition, 20 years of experience in graphic and web design allows for a custom experience with each Laserfiche Forms project. Having developed a web based document/content management system, Eric has real-world experience in utilizing the Laserfiche software suite to bring tangible improvements to our client's document management needs.

### Shane Peterson

**Shane Peterson**, also a Senior Engineer, has 8 years of experience working with Laserfiche. He helps design, implement, and support an array of Laserfiche projects, across a variety of business verticals.



Industries he has worked with include Education, Municipal Government and Utilities, Agriculture, Medical, Insurance, and Industrial. He has also implemented several Legacy Electronic Content Management conversions to Laserfiche.

## Project Management

Our strategy will focus on the successful installation and implementation of the Laserfiche Components. The RMC team will work with the client to develop efficient and effective best practices as well as provide outstanding training on all of these components. The complete process will be carefully managed throughout each step to ensure that the project completes in a timely manner. The following implementation process is standard to most of our Laserfiche installations, but can vary by client and solution.

At Bay Medical Management, RMC's Laserfiche Team successfully implemented a Laserfiche Solution as well as a Custom Workflow for their AP Process, using our detailed implementation process.

Our Laserfiche team has helped improve Thunder Valley Casino's processes by creating a custom Accounting Workflow and custom Event Approval Workflow, and are currently working with them to scope out additional Workflows. We have also worked with Learning Arts, a medical provider, implementing Laserfiche and creating custom Workflows where HIPAA compliance had to be met.

Our Laserfiche solutions are geared towards total customer satisfaction. Many overall processes are similar; however, each client operates differently. Our Laserfiche Project Team focuses on optimizing business process as it relates specifically to our customers.

### Project Kickoff and Installation

The Laserfiche implementation begins with a Project Kickoff meeting, in which key objectives are defined. The RMC and client teams are introduced, and key contacts from the client team are named. The details of project are described and milestones are defined. Estimated dates of completion are decided and agreed upon by the client and the RMC Project Team. Lastly, the kickoff meeting sets clear expectations for the recommended server specifications, and any other detail that will need to be addressed prior to installation. From this meeting, a detailed Project Management Plan (PMP) is created by the Project Manager which summarizes the objectives outlined in the Kickoff Meeting, and includes the installation Scope of Work, as well as the ongoing RMC Laserfiche Support details. This document is reviewed and signed by the client, and the Laserfiche software is installed by one of our experienced engineers.

### Administrator Training

Once Laserfiche is installed, the client's designated Laserfiche Administrator receives in-depth Administrator training from a senior engineer. This training reviews the Laserfiche Architecture, Concepts, Users and Groups, Rights, Metadata Management, System Overview System Managers and Troubleshooting. At this point, the Laserfiche Administrator will be very comfortable navigating Laserfiche and have a clear understanding of the application.

### Design and Development

Successful implementation is a direct result of a clearly defined Scope of Work. Our engineers work directly with the client to perform an in-depth Scope of Work discovery. Sample documents and current processes are reviewed thoroughly to design the most effective Forms and Workflows. After careful assessment by both parties, the deliverables are presented in the form of the detailed Scope of Work for signature. At this point the workflows are implemented and tested by both engineer and client.

### Component and End User Training

Once the solutions have been fully implemented and approved by both the RMC Laserfiche team and the Client team, we will provide detailed, customized training sessions for both the Laserfiche Administrator and all end users. The Component training will thoroughly review any applicable components, such as Quick Fields, Zone OCR, and Document Classification. Our End User Training or "Train the Trainer" sessions will review Laserfiche, as it is practical to the End User. These trainings are customized per client, but tend to include topics such as Laserfiche Basic Concepts, Navigating Laserfiche, Searching, Importing Documents, Metadata, Distribution, and Ongoing Support. All of our trainings are recorded with time markers and provided to the client following the session.

### Go Live with Ongoing Support

At this point, a Letter of Completion is signed by the Laserfiche Project Manager and the Client Representative, and the solution can go live. Ongoing support is provided by RMC through the Client's LSAP Agreement. Helpdesk tickets can be submitted via the RMC Portal, email, or phone. Our experienced Laserfiche customer service team will make sure that any issues are resolved as soon as possible, and that our Client's solutions continue to save time, money, and stress, efficiently and effectively.

### Timelines

Our solutions are clearly mapped out and scheduled in the Project Kickoff so that the implementation process runs smoothly. The most successful implementations have come from cooperation between both the RMC Laserfiche Project Team and the Client Project Team. Like the implementation process, timelines will vary for each client and their solution, typically anywhere from 2-8 months. However, from a project standpoint, our number one priority is to complete the Laserfiche Solution implementation in a timely manner and up to our customers' expectations.



## Laserfiche Support Agreement Plan (LSAP)

For technical assistance, please contact:

(Monday through Friday, 8:00 am – 5:00 pm)

**Email:** [helpdesk@raymorgan.com](mailto:helpdesk@raymorgan.com)

**Phone:** (800) 990-6899

**24/7 Web Portal:** [helpdesk.raymorgan.com/support](http://helpdesk.raymorgan.com/support)

During the term of your Laserfiche Support Agreement, Ray Morgan Company (RMC) will provide the following:

- Ongoing support of Laserfiche server and client applications for all users
- Ongoing product updates and patches as requested and agreed upon
- Support portal for tracking ticket history and automatic ticket creation
- Laserfiche Remote Administrator Training (up to 2 hours per support year)
- Regional Workshops/Users' Group meetings
- Team of dedicated Laserfiche engineers striving to improve our level of support and product knowledge, and alleviating the support burden on your IT resources

When submitting a ticket request, be sure to include the following information:

- 1. Symptoms** – Please be specific as to the *symptoms* you are experiencing Ex. "I can't log in to the application, it says my username or password are incorrect"
- 2. How many people are affected?** – If you're an end user, have you contacted your Laserfiche Admin or IT department? If others are affected, who are they?
- 3. What is the impact?** – Is the problem preventing core duties or can it be worked around? 4.  
**When is a good time to work with you?** – Please be specific and we will do our best to accommodate

Service/hardware issues should not be reported through the IT portal; reporting such issues via web portal may delay your request.

When the ticket is acknowledged/scheduled/completed the creator of the ticket will get an email notification. On the completed tickets, the notification will also include the resolution notes – you can also view the notes in the portal for active and closed tickets.

### Notes

All email threads to the helpdesk (other than the initial ticket creation) should include the ticket number in the subject line. Emails without that information create a new ticket and takes some effort on the back end for us to make sure all correspondence gets consolidated, which may delay our response to your issue.

When an existing ticket is updated via email or portal, all resources on that ticket (such as the assigned engineer, and the original effected user) will receive an email update.

We actively cross train our techs to allow maximum availability; you may be in contact with several different technicians as we seek the most effective solution to your issue.

## RMC IT/Laserfiche Support Channels

### Three Methods for Creating Tickets:



#### RMC Portal

Visit <https://helpdesk.raymorqan.com/support>

Username: (your email address)

Password: Welcome1 (can be changed after initial login)

When the ticket is created via the Portal, the creator will receive an email with a ticket number. If you want to CC in others, this is the point to do that – reply to the received email and add in anyone else you want to notify.



#### Email

Send an email directly to us at [helpdesk@raymorqan.com](mailto:helpdesk@raymorqan.com)

Once we have received your request, you will receive an email to confirm that a ticket has been created. If you want other individuals to be notified of action on the ticket, reply to the email and CC those email addresses.



#### Phone

For emergencies, or to follow up on a ticket status, please call (800) 990-6899 to reach our helpdesk directly. Please make sure you have your ticket number ready – this will allow our helpdesk to serve you most efficiently.





3131 Esplanade, Chico CA 95973  
 Phone: (530) 343-6065  
 Email: [info@raymorgan.com](mailto:info@raymorgan.com)

Bill To:  
 Oakland USD

**QUOTE – DRAFT**

Date: 3/30/2018  
 Expires On: 4/30/2018  
 Order Type: Lease  
 Sales Rep: Andre' Armstead  
 Sales Rep: (916) 577-1682  
 Sales Rep: [aarmstead@raymorgan.com](mailto:aarmstead@raymorgan.com)

**Proposed Software**

Quantity	Product Name	Product Description
1	Laserfiche Avante Server for MSSQL with Workflow	Includes Laserfiche Server, Workflow, Web Access (including LF Mobile for the iPhone), Snapshot, and E-mail.
22	Laserfiche Named Full User with Web Client, Mobile, Snapshot and Email	Includes Web Access, Mobile, Snapshot, Email
1	Laserfiche Import Agent	Captures files from the Windows file system into a Laserfiche repository, on demand or via scheduled import.
22	Laserfiche Connector	Laserfiche Connector
1	ABBYY FlexiCapture	ABBYY FlexiCapture for Invoices - Prorated to 80K invoices per year

**Ray Morgan Annual Maintenance and Support - 5 Years Of Support**

Quantity	Product Name	Product Description
1	LSAP - Laserfiche Avante Server for MS SQL with Workflow	LSAP - Includes Laserfiche Server, Workflow, Web Access (including LF Mobile for the iPhone), Snapshot, and E-mail.
22	LSAP - Laserfiche Named Full User with Web Client, Mobile, Snapshot and Email	LSAP - Includes Web Access, Mobile, Snapshot, Email
1	LSAP - Laserfiche Import Agent	LSAP - Captures files from the Windows file system into a Laserfiche repository, on demand or via scheduled import.
22	LSAP - Laserfiche Connector	LSAP - Laserfiche Connector
1	LSAP - ABBYY	LSAP - ABBYY FlexiCapture for Invoices - Prorated to 80K invoices per year

**Professional IT Services**

Quantity	Product Name	Product Description
55	Labor Install	Laserfiche Installation and training.
		Monthly Payment:
		\$2,274.79

\*Plus Applicable Taxes

This quote is valid for 30 days post issue. 100% of all licensing, software, hardware and/or Block Time to be invoiced and due upon signed Scope of Work. LSAP coverage starts upon signed Scope of Work. Subsequent billing will be based on milestones as defined in the Project Management Plan.

Payment terms for this order are NET10. EB Initial here

Signature: Susan Belfz Date: 5/17/18  
Name (Print): Susan Belfz Title: CTO

RMC SOFTWARE ORDER-TERMS AND CONDITIONS / PROIT SOFTWARE ORDER-TERMS AND CONDITIONS

The terms on this Software Order Form constitute the software purchase agreement between the purchaser and the seller. This is a binding order, not subject to cancellation. The Buyer grants to PROIT a security interest in the above described goods to secure payment of the purchase price. Buyer authorizes PROIT to file a UCC-1 Financing Statement, and authorizes PROIT, as Buyer's attorney-in-fact, to execute and file the financing statement. Buyer agrees to pay all of Professional IT Solutions (PROIT) costs in the collection of any amount due hereunder in the recovery of any property, pursuant hereto or in the enforcement of its right against Buyer, including reasonable attorney's fees, whether or not suit be brought. Customer agrees that in the event of any default of this agreement, PROIT may remove products affected by the default from customer's premises with or without process of law.

Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges of 1.5% per month on the outstanding balance will be added if payments are not received within 15 days of the invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Buyer agrees to pay seller a returned check charge of \$25.00 per occurrence if any of buyer's checks are returned to seller unpaid. Upon default of any payment or any other aspect of this agreement, seller may, at its option, declare the entire outstanding balance immediately due and payable. Other than the obligations set forth herein, PROIT disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. PROIT shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment. PROIT shall be temporarily relieved of its obligation in the event that labor disturbance, acts of God, unavailability of product, or other circumstances beyond PROIT's control prevent PROIT from fulfilling the terms of this agreement. No goods may be returned without PROIT's approval or prior written consent. A) Only consumable goods invoiced within 60 days will be considered for return. B) On authorized returns, buyer agrees to pay a restocking charge equivalent to 30% of the purchase price. C) Merchandise returned without authorization may not be accepted at the receiving dock, and is the sole responsibility of the buyer. D) All non-saleable merchandise (that has been partially used or opened) will be deducted from any credit amount due the buyer. All claims regarding shipments and receipt of goods must be made within 7 days of delivery. Applicable taxes shall be added to the purchase price unless the customer has supplied a tax exemption or resale certificate (prior to shipment) acceptable to the proper taxing authorities.

I acknowledge the above stated Terms & Conditions. Susan Belfz Date: 5/17/18

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE  
By: Marion McWilliams  
Marion McWilliams, General Counsel



## Terms & Conditions Software

The terms on this Software Order Form constitute the software purchase agreement between the purchaser and the seller. This is a binding order, not subject to cancellation.

The Buyer grants to PROIT a security interest in the above described goods to secure payment of the purchase price. Buyer authorizes PROIT to file a UCC-1 Financing Statement, and authorizes PROIT, as Buyer's attorney-in-fact, to execute and file the financing statement. Buyer agrees to pay all of Professional IT Solutions (PROIT) costs in the collection of any amount due hereunder in the recovery of any property, pursuant hereto or in the enforcement of its right against Buyer, including reasonable attorney's fees, whether or not suit be brought. Customer agrees that in the event of any default of this agreement, PROIT may remove products affected by the default from customer's premises with or without process of law.

Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges of 1.5% per month on the outstanding balance will be added if payments are not issued within 30 days of the invoice received date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Buyer agrees to pay seller a returned check charge of \$25.00 per occurrence if any of buyer's checks are returned to seller unpaid. Upon default of any payment or any other aspect of this agreement, seller may, at its option, declare the entire outstanding balance immediately due and payable.

All purchased products are warranted to provide services that are consistent with what is shown on the Laserfiche website at [www.laserfiche.com](http://www.laserfiche.com). Other than the obligations set forth herein, PROIT disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. PROIT shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment. PROIT shall be temporarily relieved of its obligation in the event that labor disturbance, acts of God, unavailability of product, or other circumstances beyond PROIT's control prevent PROIT from fulfilling the terms of this agreement.

No goods may be returned without PROIT's approval or prior written consent. A) Only consumable goods invoiced within 60 days will be considered for return. B) On authorized returns, buyer agrees to pay a restocking charge equivalent to 30% of the purchase price. C) Merchandise returned without authorization may not be accepted at the receiving dock, and is the sole responsibility of the buyer. D) All non-saleable merchandise (that has been partially used or opened) will be deducted from any credit amount due the buyer.

All claims regarding shipments and receipt of goods must be made within 7 days of delivery. Applicable taxes shall be added to the purchase price unless the customer has supplied a tax exemption or resale certificate (prior to shipment) acceptable to the proper taxing authorities.

Accepted by:

Name:

*Susan Beltz*

Title:

*CTO*

Date:

*5/17/18*

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE

By:

*Marion McWilliams*  
Marion McWilliams, General Counsel

# Laserfiche Support Agreement (LSAP)

## Terms of Agreement

This Agreement between the above stated purchasing party, herein referred to as Client, and Ray Morgan ProIT, herein referred to as Consultant is effective upon the date signed, shall remain in force for the terms specified on the attached quote.

This Agreement may be terminated by either party upon thirty (30) day's written notice if the other Party:

- Fails to fulfill in any material respect its obligations under this agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
- Breaches any material term or condition of this agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
- Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this agreement. The obligations of CONTRACTOR under the Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD's governing body.
- OUSD may at any time terminate this Agreement upon 30 days prior written notice to CONSULTANT. OUSD shall compensate CONSULTANT for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONSULTANT fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONSULTANT shall pay the additional cost.

## Coverage

During the term of the Client's Laserfiche Support Agreement, the Consultant will provide the following:

- Remote helpdesk and regular updates of Client's Laserfiche Software installation will be provided to the Client by Consultant through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays. Details about SLA response times and the escalation process can be found in Appendix A.
- The Client is entitled to two (2) hours of remote Laserfiche Administrator training per contractual year. An outline of the training topics and video recording of the training session will be provided after each training session. This training time cannot be accrued, and will reset upon the annual renewal date.
- All benefits of the Laserfiche Software Assurance Program (LSAP) are included in the ProIT Laserfiche Support Agreement including patches, updates and version upgrades as well as access to the Laserfiche knowledgebase and certified technicians. RMC ProIT will be the primary agent of support. All services qualifying under these conditions, as well as services that fall outside this scope will fall under the provisions of Appendix B.

## Support and Escalation

Consultant will respond to Client's trouble tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble tickets must be submitted by email to [helpdesk@raymorgan.com](mailto:helpdesk@raymorgan.com) or by phone if internet is unavailable. Each call will be assigned a trouble ticket number for tracking. Our escalation process is detailed in *Appendix A*.

## Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of *Appendix B*.

## Exclusions

The following services are not included in this agreement, and would be considered billable services and/or subject to provisions of Appendix B:

- Additional training sessions (beyond included 2 hours per year)
- Customizations, such as custom workflows, custom Quick Fields sessions, and data migrations -
- Customizations will require a Statement of Work from our engineer that must be signed by the client and will be scheduled based off hours scoped. This work will be treated as a new project.
- Parts, equipment or software for Client's network, computing or telecommunications systems which are not covered by Consultant warranty or support.



- The cost of any software or licensing.
- The cost of any 3rd party vendor outside of Laserfiche, or manufacturer support or incident fees of any kind.
- The cost to bring Client's environment up to minimum standards required for services.
- Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- Service and repair made necessary by the alteration or modification of equipment other than that authorized by Consultant, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Consultant

### Limitation of Liability

In no event shall Consultant be held liable for indirect, special, incidental or consequential damages arising under this contract, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or any other costs.

Consultant or its suppliers shall not be liable for any indirect, incidental, consequential, punitive, economic or property damages whatsoever (including any damages for loss of business profits, business interruption, loss of data or other pecuniary loss) arising out of this Agreement.

### Use of Subcontractors

Client agrees to allow Consultant to assign, delegate, and subcontract services to third party competent contractors approved by Consultant. The obligations of CONSULTANT under the Agreement shall not be assigned by CONSULTANT without the express prior written consent of OUSD's governing body.

### Service Disclaimer

Client grants Consultant authorization to view any data within the regular routine of the repair or system improvement. Client also authorizes Consultant to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

### Limitations of Technology

The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that the Consultant may be unable to manage or patch. The Consultant agrees to inform the Client when such a situation arises. The Client agrees to correct the situation if applicable, and to hold the Consultant harmless in any case.

Patches and updates are distributed by their respective software vendors, and as such, the Consultant has no direct control over the effectiveness or lack thereof of the software being applied. The Consultant shall not be held responsible for interruptions in service due to patches released by software vendors.

The performance and suitability of any hardware and software products are the responsibility of the manufacturer or vendor, in any case the consultant shall not be held responsible for the performance or suitability of such third-party products.

### Minimum Standards Required for Services

In order for Client's existing environment to qualify for Consultant's ProIT Laserfiche Agreement, the following requirements must be met:

- All servers must have vendor-supported versions of Microsoft Windows Operating Systems and have all of the latest Microsoft Service Packs and critical updates installed.
- All desktop and notebooks/laptops must have vendor supported versions of Microsoft Windows Operating Systems and have all of the latest Microsoft Service Packs and critical updates installed.
- All server and desktop software must be genuine, licensed and vendor supported.
- Laserfiche LSAP contract must be current and paid.
- Any changes that are made to the covered equipment must be approved by both parties.

## Access

Client agrees to maintain, where required, a full time, dedicated internet connection and to allow the Consultant access to the Client's network via that internet connection. Client agrees to allow the Consultant employees or subcontractors access to its facilities in order to perform services under this agreement. Client agrees to allow the Consultant access to the covered equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands the Consultant may be unable to perform their duties adequately and if such a situation should exist, the Consultant will be held harmless.

In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate permissions for the Consultant to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Consultant to load any necessary management software on their systems. Client agrees to furnish the Consultant with administrator-level password access for all covered equipment and servers, where necessary.

## Price Adjustments

Consultant shall have the right to propose an adjustment to the rate specified on the attached quote in the event of additional purchases, substantial changes in the demand for IT services initiated by Client, or material increases in costs to Consultant. If an adjustment occurs, an addendum detailing the adjustment will be signed by both parties and attached to this contract.

**It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects and/or Time and Materials Labor, and will be billed outside of this contract.**

## Taxes

It is understood that any Federal, State, Local, or Property Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Consultant for the state of use.

## Contract Termination

If either party terminates this Agreement, Consultant will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Consultant the actual costs of rendering such assistance. Actual costs could include but are not limited to: training, data transfer, and license transfers.

## Non-Diversion

Client agrees that during the term of this agreement and for a period of five years following the termination of this agreement, Client will not recruit ~~or hire~~ <sup>hire</sup> any employee, agent, representative or subcontractor of the Consultant ("Consultant personnel"), nor will Client directly or indirectly contact or communicate with Consultant personnel for the purpose of soliciting or inducing such Consultant personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Consultant; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Consultant. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Consultant, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

## Confidentiality

It is understood and agreed to that the Client may provide certain information that is and must be kept confidential. Consultant and its agents may use Client information, as necessary to or consistent with providing the contracted services, and will use best efforts to protect against unauthorized use. The Consultant agrees not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.



## Authority

Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only designated individuals, identified in writing by Client, shall have power and authority to bind Client. Each party has the full power and authority to enter into and perform the Agreement, and the person signing the Agreement on behalf of each Party has been given the proper authority and empowered to enter into the Agreement.

**Agreement Contingent on OUSD Governing Body Approval:** OUSD shall not be bound by the terms of the Agreement until it has been formally approved by OUSD's governing body, and no payment shall be owed or made to CONSULTANT absent that formal approval. The Agreement shall be deemed approved when it has been signed by OUSD's governing body and/or the Superintendent as its designee.

## Miscellaneous

**Jurisdiction:** This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California. This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement. It constitutes the entire agreement between Client and Consultant for monitoring/maintenance/service of Laserfiche software. This agreement can be modified by a signed written Addendum by both parties.

If any collection action litigated or otherwise, is necessary to enforce the terms of this agreement, Consultant shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which it may be entitled. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

### **CONSULTANT Qualifications / Performance of Services:**

1. **CONSULTANT Qualifications:** CONSULTANT warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by the Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply.
2. **Standard of Care:** CONSULTANT warrants that CONSULTANT has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

**Invoicing:** Invoices furnished by CONSULTANT under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

**Insurance:** OUSD, by and through its Chief Technology Officer, confirms that CONSULTANT is not required to maintain any insurance under the Agreement. However, waiver of insurance does not release CONSULTANT from responsibility for any claim or demand.

**Licenses and Permits:** CONSULTANT shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of the Agreement.

**Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONSULTANT agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONSULTANT agrees to require like compliance by all its subcontractor(s). CONSULTANT shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

**Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONSULTANTS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.



**Indemnification:** CONSULTANT agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of the Agreement. CONSULTANT also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, CONSULTANT, or subcontractor furnishing work, services, or materials to CONSULTANT in connection with the performance of the Agreement. This provision survives termination of the Agreement.

**Conduct of CONSULTANT:** By signing this Agreement, CONSULTANT certifies, if the below is applicable, compliance with the following requirements and will provide OUSD with evidence of staff qualifications, which include:

1. **Tuberculosis Screening:** CONSULTANT is required to screen employees who will be working at OUSD sites for more than six hours. CONSULTANT affirms that each employee has current proof of negative TB testing on file and TB results are monitored.
2. **Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONSULTANT's services under this Agreement and CONSULTANT certifies its compliance with these provisions as follows: "CONSULTANT certifies that CONSULTANT has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONSULTANT's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent CONSULTANTS of CONSULTANT, who may have contact with OUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. CONSULTANT further certifies that it has received and reviewed fingerprint results for each of its Employees and CONSULTANT has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this Agreement."

In the event that OUSD, in its sole discretion, at any time during the term of the Agreement, desires the removal of any CONSULTANT-related persons, employee, representative or agent from an OUSD school site and, or property, CONSULTANT shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

**No Rights in Third Parties:** The Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

**OUSD's Evaluation of CONSULTANT and CONSULTANT's Employees and/or Subcontractors.** OUSD may evaluate CONSULTANT's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:

3. Requesting that OUSD employee(s) evaluate the CONSULTANT and the CONSULTANT's employees and subcontractors and each of their performance.
4. Announced and unannounced observance of CONSULTANT, CONSULTANT's employee(s), and/or subcontractor(s).

**Limitation of OUSD Liability:** OUSD's financial obligations under the Agreement shall be limited to the payment of the compensation provided in the Agreement. Notwithstanding any other provision of the Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, the Agreement for the services performed in connection with the Agreement.

**Confidentiality:** CONSULTANT and all CONSULTANT's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONSULTANT understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

**Conflict of interest** CONSULTANT shall abide by and be subject to all applicable regulations, statutes or other laws regarding conflict of interest. CONSULTANT shall not hire any officer or employee of OUSD to perform any service by this Agreement without the prior approval of OUSD Human Resources.

CONSULTANT affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONSULTANT's family, business or financial interests and the services provided under the Agreement, and in the event of change in either private interest or service under the Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.

Through its execution of the Agreement, CONSULTANT acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONSULTANT receives any information subsequent to execution of the Agreement which might constitute a violation of said provisions, CONSULTANT agrees it shall notify OUSD in writing.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** CONSULTANT certifies to the best of his/her/its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 91.401 by signing this contract, certifies that this vendor does not appear in the Excluded Parties List (<https://www.sam.gov/>)

**W-9 Form:** If CONSULTANT is doing business with OUSD for the first time, complete and return with the signed Agreement a W-9 form.

**Contract Publicly Posted** The Agreement, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.

### Acceptance of Service Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

OAKLAND UNIFIED SCHOOL DISTRICT

*Aimee Eng*

Aimee Eng  
President, Board of Education

*Dr. Kyla Johnson Trammell*

Dr. Kyla Johnson Trammell  
Superintendent and Secretary, Board of Education

CONSULTANT

*Nathan Gamble*  
Consultant Signature

Nathan Gamble, Director of Laserfiche  
Print Name, Title

5/3/2018

APPROVED AS TO FORM

*Andrea Epps*

Andrea Epps  
Attorney, Office of the General Counsel

*Marion McWilliams, General Counsel*





Ray Morgan Company

State & Local Government
Equipment Lease Agreement

APPLICATION NO.

AGREEMENT NO.

3131 Esplanade • Chico, CA 95973 • Phone: 530.343.6065 • Fax: 530.343.9470

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Ray A. Morgan Company.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES, SERIAL NO., and a checkbox for 'See the attached Schedule A'.

TERM AND PAYMENT SCHEDULE

Form with fields for number of payments (60), amount (\$2274.79), and payment period.

OWNER ACCEPTANCE

Form for owner acceptance with signature line for Ray A. Morgan Company, title 'LEASING MGR', and date '5-3-18'.

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto

Form for customer acceptance with signature line, title 'CTO', and date '5/17/18'.

FEDERAL TAX I.D.# and PRINT NAME

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished, that delivery and installation has been fully completed and is satisfactory.

Form for acceptance of delivery with a signature line and date of delivery field.

TERMS AND CONDITIONS (THIS AGREEMENT CONTAINS PROVISIONS SET FORTH BELOW, ALL OF WHICH ARE MADE A PART OF THIS AGREEMENT.)

1. AGREEMENT: You agree to rent from us for essential governmental purposes only, the personal property described under "EQUIPMENT DESCRIPTION" ON PAGE 1 and/or attached Schedule A... 2. REPRESENTATIONS AND WARRANTIES: CUSTOMER: You hereby represent and warrant that: (a) you have been duly authorized under the Constitution and laws of the applicable jurisdiction... 3. RENT, TAXES AND FEES: Subject to paragraph 4, you will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes.

4. **NON-APPROPRIATION OR RENEWAL.** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

5. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** At your expense, you agree to keep the Equipment in good repair, condition and working order in compliance with applicable manufacturers' and regulatory standards, free and clear of all liens and claims, and only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and a complete manual and use and maintenance records to a location we specify, at your expense, in retail-re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return (and all expenses associated with its removal), including but not limited to hard drives, disk drives or any other form of memory. We own the Equipment, excluding any Financial Items. We do not own the Financial Items and cannot transfer any interest in it to you. If this Agreement is deemed to be a secured transaction, to the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us and you authorize us to file a UCC financing statement.

6. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment, with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us and to include us as additional insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the start of this Agreement and thereafter upon our written request and to provide us with 10 days advance written notice of any modification or cancellation of your insurance policy(s); (d) if you fail to obtain and maintain properly issued insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the start of this Agreement, we have the option, but not the obligation, to do as provided in either (A) or (B) as follows, of the following paragraphs as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) We may charge you a monthly property damage surcharge of up to 0.35% of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

7. **ASSIGNMENT; YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reassign or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new owner will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us to our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (b) you make or have made any false statement or misrepresentation to us; (c) you file bankruptcy; or (d) there has been a material adverse change in your financial, business or operating condition. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late, or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify, and (2) immediately stop using any Financial Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you whether or not due. In the event of any enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties. In the event that legal proceedings relating to this Agreement (other than our enforcement of this Agreement after a default by you) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the non-prevailing party on demand of the prevailing party.

9. **INSPECTIONS AND REPORTS:** We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request.

10. **FIXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. You waive the right to challenge in court the authenticity or binding effect of any fixed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intent and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time.

11. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

12. **LAW, JURY WAIVER:** Agreements, promises and commitments made by us concerning loans and other credit extensions must be in writing, express consideration and be signed by us to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state in which you are located. You consent to jurisdiction and venue of any state or federal court in such state. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **CALIFORNIA JUDICIAL REFERENCE AGREEMENT:** The parties agree that any and all disputes, claims and controversies arising out of this Agreement (including, but not limited to, actions arising in contract or tort and any claims by a party against us related in any way to the financing) (individually a "Dispute") that are brought before a forum in which pre-dispute waivers of the right to trial by jury are invalid under applicable law shall be subject to the terms of this Section in lieu of the jury trial waiver(s) otherwise provided in this Agreement.

Any and all Disputes shall be heard by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure Sections 630 et seq. The referee shall be a retired California state court judge or an attorney licensed to practice law in the State of California with at least ten (10) years' experience practicing commercial law. The parties shall not seek to appoint a referee that may be disqualified pursuant to California Code of Civil Procedure Section 641 or 641.2 without the prior written consent of all parties. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party or parties, then the referee will be selected by the court in accordance with California Code of Civil Procedure Section 640(b). The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the California Code of Civil Procedure, the Rules of Court and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The referee's statement of decision shall set forth findings of fact and conclusions of law. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of California Code of Civil Procedure Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

Nothing in this Section shall be deemed to apply to or limit our rights (a) to exercise self-help remedies such as (but not limited to) seize, (b) to foreclose judicially or nonjudicially against any real or personal property collateral, or to exercise judicial or nonjudicial power of sale rights, (c) to obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver), or (d) to pursue rights against a party in a third-party proceeding in any action brought against us (including actions in bankruptcy court). We may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during or after the pendency of any judicial reference proceeding. Neither the exercise of self-help remedies nor the institution or maintenance of an action for foreclosure or provisional or ancillary remedies or the opposition to any such provisional remedies shall constitute a waiver of the rights of any party, including, but not limited to, the claimant in any such action, to require submission to judicial reference of the merits of the Dispute commencing resort to such remedies. No provision in this Agreement regarding submission to jurisdiction and/or venue in any court is intended or shall be construed to be in derogation of the provisions in this Agreement for judicial reference of any Dispute.

If a Dispute includes multiple claims, some of which are found not subject to this Section, the parties shall stay the proceedings of the Disputes or part or parts thereof not subject to this Section until all other Disputes or parts thereof are resolved in accordance with this Section. If there are Disputes by or against multiple parties, some of which are not subject to this Section, the parties shall sever the Disputes subject to this Section and resolve them in accordance with this Section. During the pendency of any Dispute which is submitted to judicial reference in accordance with this Section, each of the parties to such Dispute shall bear equal shares of the fees charged and costs incurred by the referee in performing the services described in this Section. The compensation of the referee shall include the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney's fees, except witness fees payable from the fees of the referee and other reasonable costs and disbursements charged to the Party by its counsel, in such amount as is determined by the referee. In the event of any challenge to the legality or enforceability of this Section, the prevailing party shall be entitled to recover the costs and expenses from the non-prevailing party, including reasonable attorney's fees, incurred by it in connection therewith. **THIS SECTION CONSTITUTES A "REFERENCE AGREEMENT" BETWEEN OR AMONG THE PARTIES WITHIN THE MEANING OF AND FOR PURPOSES OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 639.**



**AMENDMENT TO RAY MORGAN**

**State & Local Government Equipment Lease Agreement**

Amendment to Ray Morgan Company Agreement (this "Amendment"), dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Oakland Unified School District having an address at 1000 Broadway, Suite 440, Oakland, CA 94608 ("OUSD" and "You") and Ray A. Morgan Company, a California corporation having an address at 3131 Esplanade Avenue, Chico, CA 95973 ("RMC" and "We").

NOW, THEREFORE, for good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

**Paragraph 6 COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:**

In the 1<sup>st</sup> sentence, subset (c) is changed to read as follows:

(c) to provide proof of insurance satisfactory to us no later than sixty (60) days following the start of this Agreement...

**Paragraph 8: DEFAULT AND REMEDIES:**

The following is hereby agreed upon and added to the end of this clause:

"Notwithstanding any other provision of the Agreement, in no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages."

**Paragraph 12: LAW, JURY WAIVER**

The following is hereby agreed upon and added to the end of this clause:

" Notwithstanding any other provision of the Agreement, The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this Agreement."

Read, signed and agreed upon the dates shown below.

**All other terms and conditions of the**  
**RAY MORGAN State & Local Government Equipment Lease Agreement**  
**will remain the same.**

Oakland Unified School District

By: Susan Beltz

Name: Susan Beltz

Title: CTO OAKLAND UNIFIED SCHOOL DISTRICT

Date: 5/3/18 Office of the General Counsel  
APPROVED FOR FORM & SUBSTANCE

By: Marion McWilliams

Marion McWilliams, General Counsel

Ray Morgan Company

By: Steve Mallory

Steve Mallory

Leasing Manager

Date: 5-3-18



## Laserfiche Backup

The importance of regular backups is difficult to overstate. Hardware failure, viruses, user error, natural disasters, or any of a host of other problems can, in an instant, wipe out gigabytes of data that could take weeks or months to re-scan and re-create.

Because of the dire risk posed by data loss, most companies want to have detailed backup plans for their important files. Because each organization's configuration is unique, no single backup plan will be appropriate for all. The way you implement your backup plan will depend on your preferred backup software, your database management system, your hardware, and a variety of other factors.

### Backup Scope

In backing up your Laserfiche repository, you will need to back up two different components:

- The SQL databases that store the folder structure, metadata, and other administrative information about the repository. For an Oracle server, this information will be organized within the schema used by Laserfiche.
- The volumes that contain the images, text, electronic documents, thumbnails, and word locations associated with the documents. These are stored as normal files within the Windows file system and must remain synchronized with the SQL database. Since additional volumes may be created as the repository is used, be sure to update your backup procedure regularly to account for any new volumes.

Backing up your DBMS may require different software than backing up your volumes and index files, although some third-party backup software can back up both SQL databases and Windows files.

### SQL Databases

SQL databases may be backed up in a variety of ways, depending on what software you have and what type of SQL DBMS you have installed.

**Note:** If you are using a migrated repository that was previously on the Team version of Laserfiche 6 or 7, you will need to be sure to back up your expansion databases as well.

- **Native SQL Server backup.** Oracle and Microsoft SQL Server include a variety of powerful and flexible backup tools. With MSSQL, you can use Enterprise Manager or SQL Management Studio to back up your repository; the help files include step-by-step instructions for these tools. Oracle users should consult their Oracle documentation for detailed information about using the backup tools included with the Oracle server.
- **Third-party software with SQL option.** Third-party companies make software that can back up both your volume files and your SQL database files. Some of these products are compatible with both Oracle and MSSQL servers.



- **Detach and copy SQL database.** This method may be used with all editions of Microsoft SQL server. Stop the Laserfiche service, without stopping the SQL service, and perform the detach operation on your SQL database through the Microsoft SQL server. Both the detached .MDF and .LDF files need to be copied. To restore the database, re-attach it to your server. Note that if you apply this method to a migrated repository used by Laserfiche Team (MSDE, Microsoft SQL: Personal Edition, or SQL 2005 Express) you will also need to detach and copy the associated expansion databases. You should not simply turn off SQL and copy the databases; you must detach them before copying them and then reattach them.
- **Manual oSQL backup.** Microsoft SQL Server is installed with a command-line utility called oSQL, which can be used to back up your MSSQL database. While this utility will work for all versions of MSSQL, it can be complicated and difficult to use. We recommend using Enterprise Manager or SQL Management Studio instead. Microsoft SQL Management Studio Express can be downloaded from the Microsoft Web site.

## Index Files

It is not, strictly speaking, necessary to back up index files; the server can recreate them if they are accidentally lost. However, for large repositories, the re-indexing process can be extremely lengthy, so we recommend that you back up index files whenever possible. They are stored in the SEARCH folder of the repository directory on the same machine as the Laserfiche Full-Text Search Engine.

## Volumes

Volumes are standard Windows directories, and so they may be backed up using whatever method you prefer to use for Windows files. The main consideration when backing up volumes is keeping them synchronized with your SQL database backup files. You can do this by making your volumes temporarily read-only.

If your industry is regulated, you may be required to archive your data. In this case, you can use volume rollover to keep your volumes at a manageable size, and export them periodically onto archival media. Exported and archived volumes can be an excellent disaster recovery resource, because they include the database structure and document metadata in XML format.

## Audit Data

If you are using Laserfiche Audit Trail and want to ensure you do not lose audit data, you will need to back up the Audit Trail binary log files.

## Backup Order

When performing a database backup, it is critical to synchronize backup data for Laserfiche volumes with the information stored by your DBMS. By keeping volume and database backups consistent, you can ensure a quick and easy recovery. If these backups are not synchronized, the volume may be missing files that are in the database or it may contain files that are no longer in the database.

For example, if your volume data was backed up at 8 P.M. while your database was not backed up until 11 P.M., and if changes continued to take place to the repository in between those times, recovery may generate a Laserfiche repository with missing data or data that is not associated with the repository. Documents that were added between the volume backup and the database backup will be reflected in the folder structure, but will be missing all pages and text. It may be impossible to retrieve the contents of these documents. Therefore, it is vital to ensure that backups are synchronized.

The only way you can ensure that volume and database backups are synchronized is to perform them when the repository is not in use, through one of several means. You can temporarily disable the volumes, you can temporarily set the Everyone group to read-only, or you can take your repository offline

### Additional Notes on Backups

Once you have settled on a backup method, you will need to set up a schedule for running your backups, determine the locations where the backed-up data will be stored, and develop a procedure for testing backups to ensure they can be restored.

**Differential backups.** Differential backups are much quicker and less processor-intensive than full backups, providing a way to get many of the benefits of daily backup without the costs in disk space and computer time. Most backup software allows you the option of running a differential backup, which will back up only the files that have changed since your last full backup.

**Frequency.** You should run a full backup at least once a week, and differential backups at least once per day. If your installation is very large, with thousands of pages added every day, you should strongly consider running differential backups two or more times per day. They may make the difference between losing an hour's work or losing an entire day. When possible, you should run your backups (especially full backups) at times when your system has a relatively light load, such as at night or on weekends.

**Automation and testing.** Most backup solutions will allow for some type of automation, whether through scripting or through built-in automation methods. You should automate the backup process as much as possible, though automation cannot replace human supervision. Whomever is responsible for backing up your Laserfiche system should check the system frequently to ensure backups are successful, and test to ensure the data can be fully restored.

**Synchronization.** Running backups takes time, and it's possible that your SQL database may be changed while you are backing up your volumes, or vice versa. There are a few different ways to address this problem.

Temporarily disable your volumes while you perform the backup; this will ensure they are not modified during the process. To fully automate your backup, write a Toolkit script to perform this step.

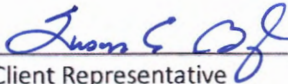
Temporarily set your Everyone group read-only, which will allow users to continue to view documents, but not to modify them.

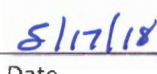
Take your repository temporarily offline while running the backup. This will guarantee that no changes are made during the backup process, but makes the repository unavailable for the duration of the backup. It is therefore a good idea to take this step if there is a time (for instance, very early morning) when few or no users will be attempting to access the repository. You can use a WMI script to unmount your repository to automate this step.

**By signing I acknowledge the following:**

- I have reviewed the documentation above.
- I have discussed backups with a ProIT Laserfiche engineer.
- I understand what data needs to be backed up.
- I understand that completion and testing of backups are the responsibility of the above client, and not that of ProIT.

\_\_\_\_\_  
Lead Engineer

  
Client Representative

  
Date

## RMC - Laserfiche Server Recommended Specifications

These are minimum requirements that will allow you to allocate additional resources as you grow.

**Service and SQL (isolated or shared OS):** Windows Server 2008 or later - Add 4GB Memory per OS Instance.

**CPU:** Intel Core 2 Duo or Athlon Phenom or more recent dual-core processor (at least 1.8 GHz).

**Note:** An x64 operating system is recommended for the computer that will host the Laserfiche Full-Text Indexing and Search Engine.

**Laserfiche Service Server:** 1 CPU Core and 2GB Memory for up to 25 Users (2 core minimum).

**Laserfiche SQL Server:** 2 CPU Cores and 4GB Memory for up to 25 Users (2 core minimum).

**IOPS Requirements provided by RMC:** Minimum of 150 @ 512KB Block / 80% Read Access and 20% Write Access.

**Note:** *storage size (disk) can be increased at any time.*

**Database Engine Options:** Microsoft SQL Server 2005 (Service Pack 4), Microsoft SQL Server 2008 (Service Pack 1), Microsoft SQL Server 2008 R2, Microsoft SQL Server 2012.



## Appendix A - Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level: **To qualify for SLA, requests MUST be submitted through one of the following methods:**

1. **Email:** [helpdesk@raymorgan.com](mailto:helpdesk@raymorgan.com)
2. **Phone:** 800-990-6899
3. **Web Portal:** [helpdesk.raymorgan.com/support](http://helpdesk.raymorgan.com/support)

Service Status Description	Priority	Response time	Resolution time (in hours) *	Escalation threshold (in hours)
Service not available companywide (affects all users and all functions unavailable on all devices).	1	Within 1 hour	ASAP – Best Effort	2 hours
Significant degradation of service (1 or more functions unavailable for all users or devices)	2	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected).	4	Within 48 hours	ASAP – Best Effort	96 hours

## Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, and the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> Party (Vendor) Support Engineers to resolve the most complex issues.

## Service Request Escalation Procedure

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

### **If issue can be resolved through Tier 1 Support:**

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

### **If issue cannot be resolved through Tier 1 Support:**

5. Issue is escalated to Tier 2 Support
6. Issue is qualified to determine if it can be resolved by Tier 2 Support

### **If issue can be resolved through Tier 2 Support:**

7. Level 2 Resolution - issue is worked to successful resolution
8. Quality Control –Issue is verified to be resolved
9. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

### **If issue cannot be resolved through Tier 2 Support:**

7. Issue is escalated to Tier 3 Support
8. Issue is qualified to determine if it can be resolved through Tier 3 Support

### **If issue can be resolved through Tier 3 Support:**

9. Level 3 Resolution - issue is worked to successful resolution
10. Quality Control –Issue is verified to be resolved
11. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

### **If issue cannot be resolved through Tier 3 Support:**

9. Issue is escalated to Onsite Support
10. Issue is qualified to determine if it can be resolved through Onsite Support

### **If issue can be resolved through Onsite Support:**

11. Onsite Resolution - issue is worked to successful resolution
12. Quality Control –Issue is verified to be resolved
13. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

## Appendix B - Service Rates

Labor	Rate
Remote Assistance - 8am to 5pm PST (Monday-Friday)	Included
Onsite Assistance - 8am to 5pm PST (Monday-Friday)	On Request
Maintenance - 8am to 5pm PST (Monday-Friday)	Included
All service during business hours outside of agreement	\$225/hour
Nights and weekends requested by Client	\$337.50/hour



## Glossary of Terms

In quotes and other documentation, the following terms may be used; they are defined here for clarity.

**“Project Planning”** – this includes scheduling and management of a project, including:

- Project Management Plan design
- Discovery
- Scope of Work (SOW) design

**“Installation Services”** – this encompasses installation services and deliverables, including but not limited to: (\*see Development Services for Forms, QuickFields, Workflow, and Custom Configuration)

- Purchase of software on client’s behalf
- Installation of all software
- Setup of software and modules
- Provision user accounts

**“Training Services”** – this includes remote training services, performed by a Laserfiche engineer and/or sales associate. Specifications about training types and hours are defined further in the SOW, but common types of training include:

- *Administrator Training*: specialized training for Laserfiche Administrator(s) selected by client; covers topics such as backups, user management, and security
- *“Train the Trainer”*: Client assigns within their company one or more Laserfiche Delegates, who will be trained by Laserfiche Engineers to instruct internal End Users on Laserfiche fundamentals
- *End User Training*: group-style training for all Laserfiche end users; covers basic Laserfiche client overview, navigation, and settings
- *Component Training*: specialized training for specific Laserfiche components, such as Quick Fields and Forms

**“Onsite Training Services”** - Onsite “Training Services” available upon request for an additional charge.

**“Development Services”** – this includes any custom development and/or configuration of Laserfiche modules. Common instances include:

- Forms development
- Workflow development
- Configuration of Quick Fields and Quick Fields Agent
- Data migration

**“Laserfiche Software Assurance Plan” or “LSAP”** – a support plan which includes on-going Laserfiche support, product updates and patches, 2 hours of remote Laserfiche Administrator training, and a support portal for tracking ticket updates. Additional details about the LSAP program can be found in the LSAP Support Agreement.

**“Laserfiche Training Center”** – an online library of Laserfiche training videos designed to supplement annual training for Laserfiche users of every skill level. The Training Center contains hundreds of training videos, as well as monthly webinars with a Laserfiche expert, and informative videos on version updates and changes. Training Center access is included in your annual LSAP renewal, although you may opt out of this subscription.

**“Block Time Agreement”** – a set number of pre-paid service hours (usually sold in sets of 10). These hours do not expire, and can be used during business hours for service, support, or change requests.