

Addendum A

to

ImageNet Solutions Division's Contract Resulting from Solicitation No. 0900000202

This Addendum to the ImageNet Solutions Division's Contract Resulting from Solicitation No. 0900000202 amends and restates the Statement of Work in ImageNet Solutions Division's response. The parties agree the Statement of Work be amended as attached hereto as Exhibit A.

ImageNet Solutions Division

By:  _____

Name: David M. Ratliff

Title: Vice President

Date: 7-19-2016

The State of Oklahoma by and through the Office of Management and Enterprise Services

By:  _____

Name: Matt Singleton

Title: Chief Operations and Accountability officer

Date: 7/26/16



Statement of Work

For

OMES Bid Response

03/23/2016

Attachment A: State of Work

Statement of Work

Test has engaged ImageNet Consulting to work with their staff to design and implement a digital and automated system to address their critical business objectives.

Implementation Details

System Details

User Licenses: 50

Identified Processes

<list of identified processes that will utilize workflow>

Software Module Use Cases

<list of modules that have specific use cases>

Scheduling Details

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

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

Projected Work will be broken out by Phases

- Installation & Configuration
 - Laserfiche Client and Scan Station installation and configuration
 - Engineer will work with Client IT to install Laserfiche client on workstations.
 - ImageNet Engineers will directly assist in installing client workstations if desired
 - Engineer will configure scanners on client desktops to insure they are working correctly with Laserfiche WebAccess and able to scan
- Analysis
 - Folder Structure Analysis
 - Template and Index Fields Analysis
 - Laserfiche Workflow & Process Analysis
- Design
 - Laserfiche Design & Testing
 - Designer will implement folder structure design
 - Designer will implement optimal agreed upon template format
 - Designer will create all initially plotted groups and user accounts
 - Designer will implement and test agreed upon security configuration for Folder Structure
 - Designer will implement and test agreed upon security configuration for Template Security
 - Designer will document structure, security, and index data and their purposes for future client reference.
- End User Training
 - Trainer will work in a classroom style training to introduce all users to the basic feel and function of the following applications as it pertains to those users:
 - Laserfiche Web Access Client
 - Trainer will be on site with users as they begin to use the software at their desks and engage in the expected processes
 - Trainer will be there to provide comfort for end user acclimation
 - Trainer will provide more 1-1 help to users as needed
 - Trainer will engage process specific end users here to educate them on the finer points of their unique processes.
- Admin Training
 - Trainer will work with designated IT staff of higher functions of the system(s):
 - Laserfiche Admin Console
 - User and Groups management
 - Access Rights Management
 - Metadata Management
 - Server Setting management
 - Backup and Restoration policy and methodology
 - Volume Controls

Customer Responsibilities

•	Customer to identify and provide an IT Administrator for solution implementation and support interaction.
•	Customer will provide access to all areas required to complete this project. Any areas of high security or hazard should be made known prior to project commencement.
•	Customer will provide access to all information and documentation required to complete this project.
•	Customer will provide an onsite contact person responsible for providing direction and approvals on completion of work.
•	Customer will directly provide all non-ImageNet hardware and software support required as set forth herein unless specifically indicated otherwise.
•	Customer will ensure that any customer provided hardware will meet all required specifications set forth herein for software.
•	Customer will assure that all required LAN/WAN access and necessary access rights are made available to complete the installation.
•	Customer will verify final and provide on-going folder, template, and user set up.
•	Customer is solely responsible for back-up of system and database.
•	Customer is responsible for maintaining agreed upon timeline, customer side delays may push back launch dates by a ratio that exceeds 1:1 and may incur further service costs as well.

Change Requests

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

Assumptions & Terms

- Rates are based on a commitment that work is to be performed during regular business hours; 8AM to 5PM local time, Monday through Friday.
- It is assumed that all work will be completed as a continuous effort. Disruptions of this continuous effort beyond the control of ImageNet Consulting may require additional costs, additionally if the project is finished ahead of the estimated completion, there will be no credit issued to the customer.
- For a full Professional Service Agreement, see Appendix B of the Consulting Services Agreement.

Disclaimers

- ImageNet Consulting is not responsible for the loss of data due to system failure and lack of database back-up
- Future software installation services from ImageNet Consulting are at an additional cost as set forth in ImageNet's Cost submittal. Such future software installation shall be upon mutual written agreement of the parties.
- ImageNet Consulting does its best to anticipate conversion changes and user needs, however once design agreement is established, any major changes requiring more than 1 hour of work will require a Project Change order and may incur additional costs.

Statement of Work

This Consulting Services Agreement (the "*Agreement*") is made and entered into as of **03/23/2016** (the "*Effective Date*") by and between ImageNet Consulting, with a place of business at 913 North Broadway, Oklahoma City, OK 73102 (ImageNet) and Customer a Test Government Organization with a place of business at 1 ("*Customer*").

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

- Attachment A Statement of Work
- Attachment B Professional Services Agreement
- Attachment C Project Change Request
- Attachment D Project Completion Form

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

AGREED TO:

Customer

ImageNet

Authorized Representative Signature

Authorized Representative Signature

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

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

Attachment B: Professional Services Agreement

1. **PROFESSIONAL SERVICES AND DELIVERABLES**
 - a. Capitalized terms that are not otherwise defined in this Professional Services Agreement shall have the meanings set forth in the Agreement.
 - b. **ImageNet Professional Services.** ImageNet will provide the services ("Professional Services") and the tangible work product of Professional Services, if any, ("Deliverables") described in these terms and the relevant Transaction Document (together, our "Professional Services Agreement"). A "Transaction Document" may include a Statement of Work ("SOW"), Customer accepted order, a valid ImageNet quotation, proposal letter, or other documents executed by both parties that reference the Agreement and relate to such SOW.
 - c. **Changes.** If Customer requests changes or ImageNet recommends changes to the Professional Services or Deliverables as set forth in a Transaction Document, ImageNet will follow the change management procedures in the SOW.
2. **INTELLECTUAL PROPERTY RIGHTS**
Neither party will gain rights or ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other by virtue of the Professional Services Agreement. ImageNet retain exclusive ownership in the Deliverables and own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed under the Professional Services Agreement. ImageNet grants Customer a non-exclusive, perpetual, non-transferable, royalty-free right and license to use the Deliverables for Customer's internal use in the countries in which Customer does business. Customer grants ImageNet a non-exclusive, worldwide, royalty-free right and license (or sub-license) to use, copy, make derivative works of, distribute, display, perform, and transmit Customer and Customer third parties' intellectual property rights to the extent necessary for ImageNet to perform our obligations and our rights under the Professional Services Agreement.
3. **CONFIDENTIALITY**
In connection with the Professional Services described in the Transaction Document, either party may receive or have access to certain confidential and proprietary information ("Confidential Information"). The disclosing party shall clearly mark any such information as confidential. Customer is a State agency or affiliate and subject to the Oklahoma Open Records Act and ImageNet acknowledges information marked Confidential Information will be disclosed to the extent permitted under Customer's Open Records Act. The State's Chief Information Officer has the power to designate financial or propriety information submitted by a ImageNet as confidential. The following will apply to any such Confidential Information:
 - a. Confidential Information may be used by the receiving party only with respect to the performance of its obligations under these Terms and the relevant Transaction Document, and only by the employees of the receiving party and its employees, agents or contractors who have a need to know such information for purposes of this these Terms and the relevant Transaction Document. The receiving party will protect, and will ensure that its employees, agents and contractors will protect, the disclosed Confidential Information by using the same degree of care, but no less than a reasonable degree of care as the receiving party uses to protect its own confidential information of a like nature.
 - b. The confidentiality obligations of the parties will not extend to information that:
 1. was in the receiving party's possession before receipt from the disclosing party;
 2. Is or becomes publicly known without breach by the receiving party;
 3. Is rightfully received by the receiving party from a third party without a duty of confidentiality;
 4. Is independently developed or learned by the receiving party;
 5. Is disclosed by the receiving party with the disclosing party's prior written approval; or
 6. In accordance with applicable law, including but not limited to the Oklahoma Open Records Act.
4. **PAYMENTS**
 - a. **Fees and Taxes.** Prices are in the local ImageNet price lists as set forth in the Cost submittal. In addition, Customer is responsible for any out of pocket expenses reasonably incurred by ImageNet in connection with the performance of the Professional Services.
 - b. **Payment Terms.** Customer agrees to pay invoiced amounts in accordance with Oklahoma law. ImageNet may discontinue performance if Customer fails to pay any sum due in accordance with Oklahoma law and failed to cure default after 30 (30) days written notice.
 - c. **Leasing.** If applicable, Customer agrees that even if the Software is not fully installed, accepted and/or does not function or perform as Customer anticipates or expects, the commencement of your lease and the invoicing thereof will begin ten (10) days from the "Effective Date"
5. **WARRANTY**
 - a. **Services Warranty.** ImageNet will perform the Professional Services using generally recognized commercial practices and standards. If Customer notifies ImageNet within thirty (30) days after ImageNet perform that the Professionals Services didn't meet this warranty, ImageNet will re-perform them,
 - b. **Warranty Disclaimer.** The warranty contained in sub-section 5. a. is in place of, ImageNet expressly disclaim, and Customer expressly waive, all other express warranties or conditions in connection with Professional Services, and all other warranties, conditions, and obligations implied in law, including warranties of merchantability and fitness for a particular purpose in connection with Professional Services
6. **LIMITATION OF LIABILITY**
Except for damages for bodily injury, our total liability to Customer in connection with Professional Services is limited to the fees Customer paid for the Professional Services that are the subject of Customer claim. Except for claims by another party for infringement of their intellectual property rights, in no event will either party be liable for any consequential, special, indirect, or incidental damages, including: downtime costs; lost business revenues, or profits; failure to realize expected savings; loss or unavailability of or damage to data; and software restoration.
7. **TERM AND TERMINATION**
 - a. **Term.** Our Agreement becomes effective when ImageNet accepts Customer's order and will remain in effect until ImageNet completes the Professional Services or one party terminates the Agreement according to the terms of this section 7.
 - b. **Termination for Failure to Pay.** If Customer fails to pay in accordance with Section 4b of the Professional Services Agreement, ImageNet may terminate the Transaction Document that is the subject of the default.
8. **GENERAL**
 - a. **Dependencies.** Customer will give ImageNet accurate information and comply with Customer obligations in a timely and cooperative manner. Customer understands that if Customer does not provide accurate information or comply, ImageNet may not be able to deliver the Professional Services. Customer acknowledges that ImageNet bids and Customer has the right to acquire Professional Services and Products separately.
 - b. **Similar Services.** ImageNet may provide similar Professional Services to our other customers.
 - c. **Independent Contractor.** ImageNet does not intend to create a joint venture, partnership or employment relationship between parties.
 - d. **Force Majeure.** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. In the event that a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of

Confidential Summary:

May contain internal information. Do not distribute Page 1

the force majeure event and steps it is taking, and plans take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, Customer may terminate a purchase order if ImageNet cannot cause delivery of Products or Services in a timely manner to meet the business needs of the Customer.

- e. Precedence. If the terms of the Professional Services Agreement conflict with a Transaction Document, the terms of the Professional Services Agreement take precedence unless the Transaction Document 1) expressly states that it amends these terms and 2) is executed by both parties.
- f. Applicable Law. The Agreement will be governed by and construed in accordance with the law of the State of Oklahoma.
- g. Authorization to Install Software. As part of the Professional Services, ImageNet may be required to install copies of third-party or ImageNet-branded software products (the "Software"). To the extent allowed by applicable law, Customer authorizes ImageNet to accept the license terms accompanying the Software (collectively "Shrink-wrap Terms") on Customer behalf, and acknowledge it is Customer responsibility to review any Shrink-wrap Terms associated with the Software. Shrink-wrap Terms may be in electronic format, embedded in Software, or contained within the Software documentation.

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Attachment C: Project Change Request

Project Change Request

PCR Number: _____

Date: _____ Party requesting change: _____

Nature of the proposed change:

Reason for the proposed change:

Impact of the proposed change on project:

Pricing: _____

P.O. to which changes will apply: _____

Schedule Changes:

This Project Change Request is (circle):

Approved

Rejected

Signatures:

ImageNet Consulting Representative: _____

Customer Representative: _____

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Attachment D: Project Completion Form

Date: _____

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

AGREED TO:

Customer

ImageNet

Authorized Representative Signature

Authorized Representative Signature

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

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

Confidential Summary:

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