



Statement of Work for:

City of Lake Forest Park

Laserfiche Cloud Project Implementation

Effective Date: 1/29/2025

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Document Revision History

	Version	Date	Description	Authored / Revised By
1	1.0	10/21/2024	Initial version of this document	Ryne Domingo
2	2.0	1/29/2025	Updated format to Canon U.S.A, Inc., Updated "town" to City" within Section 2.1	Ryne Domingo

Technical Review

Title	Date	Reviewers Name (Typed Name or Digital Signature only)	Reviewers ID
PS Manager / Zone Director	10/21/2024	Dmitry Radziuk	D06368
Solutions Analyst			
Implementation Engineer	10/21/2024	Kevin Serio	K01533

1.0 Company Overview

Company Name: City of Lake Forest Park	
Contact Name and Title: Matt McLean, Municipal Services Manager/City Clerk	
Company Address (Main location): 17425 Ballinger Way NE Lake Forest Park, WA 98155-5556	
Number of Locations: 1	Number of users related to the solution: 25

2.0 Project Implementation Overview

This Statement of Work ("SOW") outlines the parameters by which Canon U.S.A., Inc., Inc. and its retained vendors and subcontractors (together, "Canon U.S.A., Inc." or "CUSA") will deliver to City of Lake Forest Park ("Client" or "You") the services for the implementation of this project, which includes project scope, assumptions and governing work processes ("Implementation"), and the Deliverables (as defined hereinafter). As there are different parties involved with the Implementation, specific roles and responsibilities are presented for each of Client and CUSA. Client's acceptance of and agreement with this project is based on Client's execution of the SOW's *Project Acceptance*. This SOW is issued pursuant the terms of the following agreement(s) between you and CUSA: Order Schedule Transaction # S21122376 (the "Order Document"). This SOW is valid for Sixty (60) days from effective date indicated on the cover page.

CUSA estimates that the project Implementation for Client will take approximately 5 days. The solution documented in this SOW may be installed using Professional Services that are delivered, in whole or in part, via remote access. CUSA will provide the remote access method for this purpose - unless Client specifically chooses to provide the remote access method and CUSA agrees that the proposed method is suitable to the solution being implemented. If challenges are encountered using a Client provided remote access method then additional Professional Services fees may be required to cover time expended to overcome these challenges.

The estimated Professional Services time included for this project does not necessarily reflect contiguous work time by CUSA, but rather a complete start to finish estimate of the time required to implement the solution. Should CUSA encounter prolonged delays to the project timeline, changes to the scope, or outside factors that have a material impact on the Implementation, CUSA may either present a Change Order (Appendix A) for consideration by Client for the services and software needed to complete the Implementation or terminate the project altogether. Please note that if a Change Order is issued, Client may incur additional costs/fees; if successful Implementation is not possible, termination of the project will result in Client forfeiting solution Implementation and its associated Professional Services. If the project is terminated due to CUSAs determination (which shall not be unreasonable) that the solution cannot be successfully implemented, CUSA will reimburse Client all unused Subscription Support Service fees previously paid under the Order Document and neither party will have further obligation under this SOW or Order Document.

2.1 Client's Project Goals and Objectives

Following are Client's objectives for this Implementation:

- Organize and logically store documents for multiple City Departments
- Import approximately 500GB of data, see details in Section 2.7
- Configure Records Request process for external users to submit requests
- Provide administrator training

2.2 Proposed Solution

The proposed solution will provide the following features and functionality to meet Client's stated objectives:

The proposed cloud based document management system will utilize a Municipality site license.

The system will include up to 100 full internal user licenses that have full and read-only access to the repository. These users will also be able to add new documents, submit forms, and participate in form-based processes. Licensing also includes all capabilities of the Laserfiche Business tier.

The following Item Codes are needed to install, configure and implement the Laserfiche Cloud solution:

Qty	Item Code	Description
1	3842V504	LASERFICHE CLOUD MUNICIPALITY SITE LICENSE - LESS THAN 15,000 CITIZENS W/ BASIC SUPPORT FOR 1 YEAR - CLXGOV15
2	3695V685	LASERFICHE CLOUD PROJECT MANAGEMENT SERVICES BY SHARED OPERATIONS TEAM - 4 HOURS
40	3695V686	LASERFICHE CLOUD REMOTE IMPLEMENTATION SERVICES BY NCS ENGINEER - 1 HOUR
1	1396V769	SUBSCRIPTION SUPPORT SERVICES 100 UNIT BLOCK

2.3 Login Methods

1. Internal Laserfiche Users

- a. User lists must be provided to CUSA prior to Implementation.
- b. User lists will be formatted as a CSV File and include the following Items:
 - i. First Name
 - ii. Last Name
 - iii. User Name
 - iv. Email Address
 - v. Group
 - vi. License Applied (Participant, Process or Full)

2.4 Proposed Scanning and/or Ingestion Workflow(s)

The proposed Ingestion workflow(s) is outlined below:

1. Drag and Drop

- a. Training to be provided on how users can manually ingest files via Drag and Drop methods
 - i. How to apply a document template and manually enter meta data
 - ii. How to create an import profile

No additional scanning or ingestion workflows scoped at this time. Subscription support services have been included for implementation that has not been scoped yet. Any changes or additions to scope will require a discovery session and a Change Order document.

2.5 Template and Indexing Information

Up to 10 templates total will be created with up to 5 index fields each. Planned folder structure is shown in Figure 2.5.1, however, template information will be provided at the time of implementation.

Figure 2.5.1

Folder Structure	Template Names	Capture Method	Indexes (Method of Entry)
Root\Municipal Services	TBD	Drag-and-Drop	TBD
Root\Finance	TBD	Drag-and-Drop	TBD
Root\Administration	TBD	Drag-and-Drop	TBD
Root\Public Works	TBD	Drag-and-Drop	TBD
Root\Community Development	TBD	Drag-and-Drop	TBD
Root\Court	TBD	Drag-and-Drop	TBD
Root\IT	TBD	Drag-and-Drop	TBD
Root\Police Records	TBD	Drag-and-Drop	TBD

Security Configuration


Folder/Template	User / Group	Permissions				
		Read	Write	Delete	Admin	Advanced
Municipal Services	Municipal Services	X	X	X		
Finance	Finance	X	X	X		
Administration	Administration	X	X	X		
Public Works	Public Works	X	X	X		
Community Development	Community Development	X	X	X		
Court	Court	X	X	X		
Root & IT	IT	X	X	X	X	X
Police Records	Police Records	X	X	X		

2.6 Business Process Workflows (Workflow descriptions and diagrams)

1. Records Request Process

- a. External user submits Records Request form via Laserfiche form
- b. A record of the form submission is stored within the repository
- c. City Records Manager receives an email notification and user task within Laserfiche
- d. City Records Manager has an opportunity to either select records from the repository to share -or- manually upload documents
- e. Once the task is processed, an email is sent to the requestor utilizing their email on the original form submission
- f. The processed form will then be stored within the repository
- a. Workflow Ends

End User Form

 LAKE FOREST PARK
WASHINGTON

Public Records Request

Anonymous Submission

☒ Yes
☐ No

E-mail *

Your email address will be utilized for communicating the status of your request and/or to deliver your requested documents

Requester Type *

☐ Citizen
☐ Attorney/Law Firm
☐ Law Enforcement/Government Agency
☐ Media/Journalist
☐ Public
☐ Other

Type of Records *

☐ 911 Audio
☐ Accident/Traffic Crash Report
☐ Body Camera Video
☐ Case Report
☐ Car Camera Video
☐ Incident Report
☐ Photos
☐ Other (please describe below)

Incident Number

Date/Time of Occurrence

Involved Parties

Please provide the name of the involved parties and/or Officer name (if applicable)

Location

Please be specific as possible by providing an exact address, parcel number, or intersection, etc.

Describe the Records Requested *

Please be specific with your request to narrow our search and respond to you quickly and efficiently.

Preferred Method to Receive Records *

Please note not all public documents are available in electronic format. If the document(s) requested are not available electronically, we will make them available for inspection or by paper copy in accordance with the Public Records Law.

If you have any documents that may assist in responding to your request, please attach here

Drag and drop up to 1 files here to upload or

Choose files

Submit

Internal Records Selection Form

Select and Share requested records within the repository

Once the documents have been shared, please continue with the form

Requester E-mail

rdomingo@csa.canon.com

Please direct share with this address

- **Only Utilize Direct Share**
 - **Email Subject:** Sheriff's Department - Response to Records Request
 - **Email Body:** Please find the link below to your requested records, the link will expire in 7-days. Your request ID is [b21000d0-52fc-4e73-835a-328768c424d1]
 - *If you cannot provide the requested records, please continue with the form without selecting and sharing*
- Outgoing Email Subject/Body to be modified to customer specifications**

The screenshot displays the Laserfiche web interface. At the top, there is a search bar and navigation tabs for 'Saved Searches' and 'Search Filters'. The main area is titled 'Repository 1' and shows '5 entries'. On the left, a navigation pane lists 'Starred', 'Shared', 'Recent Documents', 'Records Management', and 'Repository 1'. Under 'Repository 1', there are folders: 'Demos', 'Imported Email', 'Proof of Concepts', 'ReplaceLookupTable', and 'Test Folder'. The right pane shows details for 'Repository 1', including 'Template' (No template assigned), 'Tags' (Add), 'Links' (View links), 'Versions' (Start tracking versions on new documents), 'Modified' (rdomingo@csa.canon.com, 9/13/2024 1:30:49 PM), 'Folder path' (\), and 'Location' (Add). A 'Show advanced' link is also visible.

No additional form processes scoped at this time. Subscription support services have been included for implementation that has not been scoped yet. Any changes or additions to scope will require a discovery session and a Change Order document.

2.7 Migration from Existing Solution

Import approximately 500GB of data into Laserfiche. NOTE: Data to be imported must be in a local windows folder for CUSA to import. Data will be imported in its current format. Templates will not be automatically assigned. Once imported, the information can be moved/organized further by end users. The import will not be monitored by CUSA 24/7, but will be checked periodically.

3.0 Client Environment for which the Solution is Designed

The proposed solution is designed for following environment:

- a. See section 6.0 for system requirements

4.0 Project Stakeholders

The following table includes but is not intended to be an exclusive list of approved CUSA and Client project stakeholders. The parties may update the list of project Stakeholders from time to time as appropriate.

Name	Title	Phone / Email	Function
Michael Stuber	Account Executive	206.694.1829 mstuber@cusa.canon.com	<ul style="list-style-type: none"> Functions as the account manager and primary sales contact for Client
To Be Determined	Project Manager	To Be Determined	<ul style="list-style-type: none"> Assumes daily responsibility for the activities of the CUSA resources and serve as the primary liaison for communication and management Develops and maintains the Implementation plan, manages issues, provides time and labor cost estimates, and maintains staffing at proper levels
To Be Determined	Implementation Engineer	To Be Determined	<ul style="list-style-type: none"> Lead Implementation contact who is responsible for the Implementation, testing, and training of the solution
Matt McLean	Municipal Services Manager/City Clerk	206.957.2811 mmcLean@cityofflp.gov	<ul style="list-style-type: none"> Primary Client contact
Michael Southern	Solutions Analyst	208.755.6319 msouthern@cusa.canon.com	<ul style="list-style-type: none"> CUSA Presales
Jeff Hoffman	Advisor, Solutions	562.285.1761 jhoffman@cusa.canon.com	<ul style="list-style-type: none"> CUSA Presales
Ryne Domingo	Solutions Analyst	904.302.4343 rdomingo@cusa.canon.com	<ul style="list-style-type: none"> CUSA Presales

5.0 Implementation and Deliverables

The following describes the deliverables ("Deliverables"), to be provided under this SOW, and the Implementation process and its various stages, to be used by CUSA, and Client's responsibilities therefor.

#	Description
1	Implementation Kickoff Meeting: <ol style="list-style-type: none"> Review and validate Client high level requirements and planned use of proposed solution. Communicate and collect all required information, resources and access permissions needed for successful solution Implementation. Identify the Subject Matter Experts (SMEs) and verify their availability; e.g. systems administrators, data base administrators, network engineers, and end-users. Schedule the Implementation activities to minimize Client business disruptions.
2	Solution Installation and Configuration (Deliverable #1): <ol style="list-style-type: none"> Configure Laserfiche Users via spreadsheet upload. Spreadsheet to be provided by customer, formatted as outlined in documentation: https://doc.laserfiche.com/laserfiche.documentation/en-us/Default.htm#BatchImportLFUsers.htm?TocPath=Account%2520Administration%257CManaging%2520Users%2520%257C_4 Configure Laserfiche Cloud Security <ol style="list-style-type: none"> Create users per client requirements Setup basic security users and groups. Category security will be set at time of creation as noted in Section 2.5 Create and Configure Laserfiche Template and Folder structure as detailed in Section 2.5 <ol style="list-style-type: none"> Gather Template and Folder Prerequisites from SOW Create new Templates in Management under Metadata Section Create folders in Documents Section Create Index fields as outlined in SOW Configure Document Retention for new Folder Setup security for category and assign users and groups Import data as outlined in Section 2.7 Configure and test Records Request workflow as outlined in section 2.6 Test Exporting/emailing/printing documents from Laserfiche Web Client
3	Solution Testing (Deliverable #2): <ol style="list-style-type: none"> CUSA will informally test and verify the functionality of the solution during installation and configuration. <p>NOTE: If Client requires their test plan to be utilized for the solution testing, then this plan must be submitted to CUSA for approval prior to signing this SOW (Section 6.0 Project Acceptance).</p>
4	Training (Deliverable #3): <p>CUSA will provide the following training related to this solution:</p> <ol style="list-style-type: none"> One (1) session of up to 2 hours of Administrator Training. One (1) session of up to 2 hours of End User Training. <p>NOTE: Client staff who receive the End User Training will be responsible for training other staff within the environment on the use of the solution.</p>

	<p>NOTE: Training will be provided immediately following Solution Testing. Any request to post-pone the Training by Client may be subject to a Change Order.</p> <p>NOTE: Please see Appendix B of this SOW for the Training Agenda.</p>
5	<p>Documentation and Support Escalation (Deliverable #4):</p> <ol style="list-style-type: none">1. CUSA will provide an Implementation Summary Report.2. CUSA will instruct Client on its Post-Implementation Support escalation process (Section 5.0).

5.1 Client's Implementation Responsibilities

<ol style="list-style-type: none">1. Client will have all necessary hardware and systems patched with the latest software/firmware updates prior to the beginning of the Implementation.2. Client will provide all necessary resources, personnel physical/network access, and associated permissions to their systems, servers, firewalls, network infrastructure, and physical locations, as needed, in order to install and configure the proposed solution in a timely fashion and in accordance with the agreed upon project timeline.3. Client is responsible for the installation, configuration, and utilization of any anti-virus or malware software on the systems/servers that they will provide for the proposed solution.4. Client is responsible for the installation, configuration, and utilization of any backup or disaster recovery software on the systems/servers that they will provide for the proposed solution.
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6.0 System Requirements

Software Requirements

Laserfiche Documents can be viewed using any of the following Web browsers: Microsoft Edge, Firefox, Chrome, and Safari for Mac OS and iOS.

The **Microsoft Office Integration** requires the following specifications:

- Microsoft Office: Microsoft Office 2013, Microsoft Office 2016, and Microsoft Office 2019

Laserfiche Scanning requires the following specifications:

- CPU: Intel Pentium 4, Opteron, or Athlon 64, or more recent processor (2.4 GHz processor)
- Memory: 1 GB RAM or more
- Operating system: Microsoft Windows 8.1 and Windows 10

Manual can be found:

https://doc.laserfiche.com/laserfiche.documentation/english/docs/Default.htm#WelcomeToLaserfiche.htm%3FTocPath%3DWelcome%2520to%2520Laserfiche%7C_0

Laserfiche Windows Client Recommended Specifications

This section lists the recommended specifications for the computer on which Laserfiche Windows Client will be installed. For the minimum requirements for the Windows client, see the [Preinstallation Checklists](#) topic. Recommended specifications for the Laserfiche Administration Console are the same as for the Windows client.

Recommended specifications:

- **CPU:** Intel or AMD processor (at least 2.4 GHz)
- **Memory:** 1 GB RAM or more
- **Operating system:** Windows 8.1, Windows 10, Windows Server 2016, Windows Server 2019
- **Recommended specifications for performing OCR:**
- **CPU:** Intel or AMD processor (at least 2.8 GHz)
- **Memory:** 2 GB RAM or more

Laserfiche Connector specifications

This section contains the information you'll need to successfully install Laserfiche Connector.

System requirements

- CPU: 2.93GHz or faster processor
- Memory: 4GB
- Operating system: Windows 8.1, Windows 10, Windows Server 2016, and Windows Server 2019

Software requirements

- .NET 4.8
- Microsoft Edge WebView2
- Microsoft Visual C++ 2015-2019 Redistributable (x86) -14.28.29325
- Microsoft Visual C++ 2015-2019 Redistributable (x64) -14.28.29325
- Laserfiche Server version 10 or later
- Laserfiche web client version 10 or later
- Laserfiche WebLink 9.0 or later
- Laserfiche Scanning 10 or later
- Laserfiche Workflow 10 or later
- Laserfiche Directory Server 10.4.5 or later

To integrate Laserfiche Connector with a web application

- Internet Explorer: versions 11
- Firefox: the latest version (auto-updated)
- Chrome: the latest version (auto-updated)
- Microsoft Edge based on Chromium: the latest version (auto-updated)

To integrate Laserfiche Connector with a Java Application on a Windows system

- Java Runtime Environment (JRE): versions 6 update 21 or Later
- Java Development Kit (JDK): versions 6 update 21 or Later
- Java Access Bridge (JAB): version 2.0.2 or later enabled

Laserfiche Quick Fields Specifications

System Requirements

Quick Fields Server (Administration Console), Quick Fields, and Quick Fields Scanning Minimum Requirements

CPU: 2.4 GHz processor

- Memory: 2 GB RAM
- Operating system:
 - Windows Server 2016
 - Windows Server 2019
 - Windows Server 2022
 - Windows 11
 - Windows 10

Note: The Laserfiche Server is only supported on x64 versions of your Windows operating system. In addition, production implementations of the Laserfiche Server should be installed on Windows Server operating systems; non-server operating systems are supported for testing and demonstration purposes.

Software Requirements

Quick Fields, Quick Fields Scanning, and Quick Fields Agent

Windows Components

- Microsoft .NET Framework 4.8: Installed with Quick Fields and Quick Fields Scanning

Laserfiche Components

- Laserfiche Server 10.4 and later
- Quick Fields Server 10.3 and later

Note: Quick Fields performs best with Laserfiche Server 11 and later.

Note: Quick Fields 11 fully supports the Federal Information Processing Standard (FIPS).

Quick Fields Server (Administration Console)

Windows Components

- Microsoft .NET Framework 4.8: Installed with the Quick Fields Server
- Internet Information Services (IIS) and the following components
 - IIS Static Content
 - ASP.NET 4.8 with Windows Authentication feature enabled
- Microsoft SQL Server 2014 SP3, Microsoft SQL Server 2016, Microsoft SQL Server 2017 or Microsoft SQL Server 2019.

Microsoft SQL Server 2022 Internet Browsers

You will need an internet browser to access the Quick Fields Administration Console. The following browsers are supported:

- Google Chrome (Latest Version)
- Mozilla Firefox (Latest Version)
- Microsoft Edge (Latest Version)

Laserfiche Import Agent Requirements

System Requirements

The system requirements for the computer hosting Import Agent are listed below.

CPU:

- Minimum: 1.8 GHz processor; 64-bit Windows operating system
- Recommended: Quad-core 2.8 GHz processor or faster; 64-bit Windows operating system

Memory:

- Minimum: 1 GB RAM
- Recommended: 2 GB RAM or more

Operating System:

- Windows 11
- Windows Server 2022
- Windows Server 2019
- Windows Server 2016
- Windows 10

Software Requirements

- Import Agent supports Laserfiche Server 10.4 or later. Import Agent does not need to be installed on the computer hosting the Laserfiche Server.
- Laserfiche Email Archive supports Laserfiche Server 10.4 or later. Laserfiche Email Archive does not need to be installed on the computer hosting the Laserfiche Server.
- .NET Framework 4.8 or later
- Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030
- Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030
- Microsoft Visual C++ Redistributable for Visual Studio 2015-2022 (x64) -14.34.31938
- Microsoft Visual C++ Redistributable for Visual Studio 2015-2022 (x86) -14.34.31938

Service Limits

Service limits are enforced to help prevent unintentional resource exhaustion, like infinite loops created in a workflow. If you exceed the service limit for a legitimate reason, please ask to have your limits adjusted. The service limits on a demo or trial account are roughly a quarter of the limits of the standard account described below.

Service	Limit
Process Automation Limits	
Email	You can send up to: <ul style="list-style-type: none"> • 100,000 emails per month You cannot send additional emails once you hit the limit.
Email Attachment	You can add attachments to emails with an aggregate size of up to: <ul style="list-style-type: none"> • 100 GB per month Process automation does not send attachments that exceed this limit.
Email Notification	You can receive up to: <ul style="list-style-type: none"> • 100,000 notifications per day • 10,000 notifications per hour
Resource	For any resource type, you can create up to: <ul style="list-style-type: none"> • 1,000 objects For example, you can create up to 1,000 workflow definitions and 1,000 decision table rules.
Workflow Limits	
Instance	You can run up to: <ul style="list-style-type: none"> • 300,000 workflow instances per day • 25,000 workflow instances per hour
Activity	You can run up to: <ul style="list-style-type: none"> • 10,000 activities for a single workflow instance Once the instance reaches the limit, the instance is terminated.
Iteration Loop	You can repeat activities up to: <ul style="list-style-type: none"> • 500 times
Invoke Workflow	The Invoke Workflow activity can be called: <ul style="list-style-type: none"> • 100 times within one workflow <p>A workflow that is started from the Invoke Workflow activity can itself start other workflows. The total maximum number of workflows that can be called is:</p> <ul style="list-style-type: none"> • 500 per initial workflow
Business process limits	
Process loop	You can have a process loop up to: <ul style="list-style-type: none"> • 50 times

Logo File Size	The size of your logo is limited to: <ul style="list-style-type: none"> 1000 KB in size
Portal Download	The end user can download submission data from the confirmation page up to: <ul style="list-style-type: none"> 15 times
Portal Email	The end user can email submission data from the confirmation page up to: <ul style="list-style-type: none"> 15 times
Portal Page Load	A public portal form can be loaded at a rate of up to: <ul style="list-style-type: none"> 50 times per second
Bots limits	
Bots	You can have: <ul style="list-style-type: none"> Unlimited bots 1 bot running at a time per worker One worker is provided out of the box, and more can be purchased.
Workers	One worker is provided, more can be purchased.
Starting event limits	
Active Conditional Event	You can have up to: <ul style="list-style-type: none"> 25 active conditional starting events Once you reach the limit, you must delete or disable an active conditional starting event before you can add another one.
Event Condition	You can have up to: <ul style="list-style-type: none"> 16 conditions for each condition starting event Once you reach the limit, you must delete a condition before you can add another one.
Integration limits	
Remote Agent	You can have at most 2 remote agents. Each remote agent can have up to: <ul style="list-style-type: none"> 4 queues 3 workers
Work Items per Queue	You can have up to: <ul style="list-style-type: none"> 100,000 work items
Remote Agent Log Retention	The troubleshooting log for a remote agent is retained for up to: <ul style="list-style-type: none"> 90 days
Lookup Table import limits for the source Excel or CSV file	
Maximum number of rows	10,000 rows
Maximum number of columns	100 columns
Maximum column text length	512 characters
Maximum file size	5 MB

7.0 Post-Implementation Maintenance and Support

The solution implemented by this SOW is transitioned to the Maintenance and Support stage upon completion of the Deliverables (Section 3.0). CUSA's Standard Solution Support program provides the ability to obtain support for the duration of Client's software support contract by calling:

Canon U.S.A., Inc. Help Desk

1-800-355-1385

Monday – Friday (8:30 AM to 8:00 PM EST)

All requests for support MUST be initiated through the above CUSA Help Desk 1-800# where initial troubleshooting and diagnosis will be conducted by a Technical Support Technician. Standard Solution Support will provide the following:

- Remote troubleshooting and diagnosis of error conditions and anomalies
- Incident escalation to appropriate support and engineering resources within CUSA and its partners
- Software Bug Fix/Hotfix (Remote Implementation included)
- Software version update (Implementation not included)

If troubleshooting by a Technical Support Technician determines that onsite support is required to remediate the reported incident, then CUSA can escalate the incident to have an Implementation Engineer (local to the account) assist with the resolution.

Any incidents identified as being caused by modifications to the environment (network, Operating System, or application – including, but not limited to configuration changes, component upgrades, data modifications and hardware replacement) by Client DURING or AFTER the initial solution Implementation, either intentional or unintentional, may be billable and subject to Professional Services fees to resolve the issue.

7.5 Washington State Public Records Act

CUSA acknowledges that Client is a state of Washington municipality and is subject to Chapter 42.56 RCW, the Public Records Act ("PRA"), and that under the PRA Client is required to disclose Public Records unless those public records are subject to a specific exemption in the PRA. This documents is a Public Record under the PRA. The requirements of the PRA will control over the footnote on each page of this document referring to disclosure of this SOW.

8.0 Project Acceptance

Execution of signatures below by authorized representatives of Client and of CUSA indicates acceptance of the terms of the SOW, including its *Terms and Conditions*.

Client Acceptance

City of Lake Forest Park

Company Name

Signature

Date

Print Name

Print Title

Canon U.S.A., Inc. Acceptance

Signature

Date

Print Name

Print Title

Terms and Conditions

1. Scope; Terms and Conditions

The following terms and conditions are applicable to this SOW between You and Canon U.S.A., Inc. (CUSA), (including CUSA's retained vendors and subcontractors pursuant to Section. 2.a hereof), and supplement and control the terms and conditions of the applicable Order Document. For purposes hereof, the SOW shall be deemed a "Listed Item" under the Order Document if such defined term is used therein. Equipment, hardware, software or consumables acquired from CUSA in conjunction with this SOW may be governed by other agreements, but not by this SOW; and as such, your payment and other obligations under such other agreements are not dependent in any way upon CUSA's performance of this SOW.

2. Standard Implementation Assumptions

In order to successfully implement the SOW, CUSA has relied upon, and You hereby acknowledge these key assumptions:

- a. CUSA's Implementation personnel may consist of CUSA's authorized employees and/or retained third party vendors and subcontractors. In such event, CUSA assumes sole responsibility to Client for the Implementation set forth in this SOW. Services and products outside the scope of such Implementation are outside the scope of these terms and conditions.
- b. You will allow Implementation Stakeholders accompanied or badged access to the Implementation-relevant areas. Except as otherwise set forth in the SOW, CUSA will perform the Implementation during CUSA's normal business hours (8:30 AM to 5:00 PM (local time), Monday through Friday, excluding CUSA holidays).
- c. Implementation Stakeholders will have administrative access to all servers and domains necessary for the Implementation either directly or by proxy.
- d. With regard to any "shrink-wrap" or "click-wrap" acceptance required of an end user license agreement ("EULA"), software as a service or other subscription agreements ("SA") and/or software maintenance agreement ("SMA") for software associated with the SOW, You hereby authorize CUSA to accept same on Your behalf (e.g., by clicking the "I ACCEPT" button of the EULA, SA or SMA). You agree to comply with the terms of the EULA, SA and SMA, which, unless otherwise set forth herein shall solely govern as to the matters contained therein. EULAs, SAs, and SMAs are available at <https://mk1.usa.canon.com/SMA-EULA>
- e. CUSA will not be liable for any loss of data during or as a result of the Implementation. CUSA assumes all data that could be affected by the Implementation has been backed up by You and covered by Your recovery procedure.
- f. All software supplied by You for use in the Implementation is properly licensed to You.
- g. Any changes to this SOW, including as to Implementation outside of CUSA's normal business hours, must be made in writing in accordance with Section 4 below and Appendix A (Change Order Form).
- h. There is no commitment for ongoing support expressed or implied by the SOW unless specifically noted in this SOW. Any additional requests for CUSA's services after this Implementation's completion may be subject to additional charges on a time and materials basis or may be the subject of an applicable software maintenance agreement or subscription support services agreement.
- i. Any work product not specifically listed in this SOW is considered out of scope. Services that are out of scope will be addressed through CUSA's Implementation change order procedure. (See Section 4 below and Appendix A)
- j. It is Client's responsibility to ensure that its resources are capable and available to assist CUSA during the course of the Implementation to ensure timely completion of the Deliverables. This includes but is not limited to Client personnel, resources for designing, building, testing, and implementing, and staff for the training of personnel.
- k. Client will assign a dedicated point of contact to act in the role of Implementation manager. He or she will work in tandem with CUSA to facilitate communication and proper execution throughout the lifecycle of the Implementation.
- l. If a change in resources is required during the course of the Implementation, CUSA will work with the Client's assigned Implementation manager to facilitate the transition. CUSA will ensure that resources with the appropriate technical skill set will be properly aligned with the requirements of the engagement.

- m. If stated in Implementation Stakeholders, CUSA will provide internal Implementation management for the project or appropriate portion thereof.
- n. In cases where the required system information is not available or able to be determined by Client resources, CUSA will issue a Change Order to extend the requirements gathering activities to collect the required information.
- o. Client will make all commercially reasonable attempts to respond to all requests for information in writing within two (2) business days.
- p. If Client has its own process for managing change or otherwise is aware of internal factors that might delay the completion of this Implementation, Client will inform CUSA prior to the initiation of this Implementation.
- q. Changes in these assumptions may result in a scope change, which may cause You to incur additional professional services fees or delays in the delivery schedule.

3. Standard Dependencies and External Requirements

Deliverables may be predicated on certain additional information, external deliverables or agreements. In order to successfully fulfill the requirements of the SOW, no additional required documentation (other than the Order Document) are incorporated into and made part of the SOW.

4. Implementation Change Order Procedure

- a. Once a change condition is identified, there are three (3) steps involved with Implementation Change Management:
 - i. Your submittal of Change Order form (Appendix A)
 - ii. CUSA's approval / rejection of the Change Order
 - iii. Modification / Adjustment of Implementation if required
- b. The Change Order form is executed by You with CUSA's assistance. CUSA evaluates Change Orders individually for their overall impact on the Implementation's constraints. CUSA will work with Your Implementation manager to communicate these changes and acquire the required approvals for any costs related to Change Orders. For work CUSA performs outside its normal business hours, you acknowledge the following conditions: (i) minimum engagement of four (4) hours; (ii) work typically billed in a minimum of one (1) hour increments; and (iii) hourly services billed at multiples of one and one-half (1.5x) for Monday-Friday after-hours and double (2x) for Saturdays, Sundays and Holidays.

5. Completion Criteria

CUSA will have fulfilled its obligations under the SOW when one (1) of the following first occurs:

- a. CUSA completes the Deliverables, or,
- b. You terminate the SOW for reasons beyond the control of CUSA.

6. Implementation Fees

CUSA will invoice You per the terms and conditions of the associated Order Document. The parties acknowledge the Project Implementation fee was established on the scope of effort presented to CUSA during initial discovery discussions. In the event additional material requirements are uncovered during the detailed discovery or Implementation execution, CUSA will require Customer consider a Change Order in accordance with Section 4 hereof and Appendix A (Change Order Form). Customer may use pre purchased Professional Services hour for this engagement. If the number of hours defined in the SOW exceed the number of available hours, Customer may choose to purchase an additional bank of hours via a Professional Services bundle or provide a purchase order or equivalent to make up for the difference in hours available.

7. Period of Performance

The approximate time to complete the Implementation is an estimate and is subject to revision. Should CUSA encounter challenges to the scope or outside factors that have a material impact on the Implementation, CUSA will present a Change Order for the services and software needed to complete the job in accordance with Section 4 hereof and Appendix A (Change Order Form).

8. Implementation Scheduling & Change Policy

- a. CUSA will endeavor to work diligently with You to accommodate reasonable schedule requirements. On-site work must be scheduled with a three (3) week minimum advance notice.

- b. CUSA recognizes circumstances may arise necessitating the rescheduling of the SOW Implementation. Schedule changes requested more than fifteen (15) business days prior to the scheduled Implementation date will be accommodated with no charge to You. As CUSA must reserve engineering resources in anticipation of the requested Implementation date, scheduling changes requested within fifteen (15) business days of the scheduled Implementation date are subject to a fee of up to, and including, the full cost of the associated professional service fees and travel costs.

9. Limited Warranty and Limitation of Liability

- a. CUSA makes no warranty for proper functioning of equipment or software supplied by You including, but not limited to: PCs, workstations, servers, networks, etc.
- b. CUSA warrants its workmanship on the Deliverables for a period of one hundred and eighty (180) days from the date such services are rendered. This warranty applies only to the original installation by CUSA and does not include alterations or modifications initiated by You or failure of equipment or software not provided by CUSA. Your sole remedy under this SOW shall be that CUSA shall attempt to correct any deficiencies in the Deliverables that are brought to CUSA's attention in writing within the one hundred and eighty (180) day period after completion of the Deliverables; provided, that CUSA shall not be responsible for correcting any deficiencies to the extent caused by your failure to satisfy your responsibilities set forth herein in this SOW (and set forth in any collateral EULA, SMA, or SA) or by any failure of assumptions in the SOW that are outside of CUSA's reasonable control.
- c. THE SERVICES PERFORMED UNDER THIS AGREEMENT ARE ADVISORY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED EXCEPT AS SET FORTH IN THIS SOW. CUSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF EQUIPMENT OR SOFTWARE. CUSA SHALL NOT BE LIABLE FOR INJURY OR PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CUSA'S GROSS NEGLIGENCE OR WILLFULL MISCONDUCT. CUSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT, SOFTWARE OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS SOW OR THE DELIVERABLES, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CUSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Ownership of Deliverables.

- a. All Deliverables and other recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information provided to Client by CUSA or in the course of performing the services hereunder (collectively, the "PS Property") are the property of and confidential information of CUSA, and, subject to Section (b) below, are non-exclusively licensed by CUSA to Client solely for internal use by Client and subject to the limitations of any applicable EULA, SA or SMA, where the PS Property involves changes or additions to or configuration of software.
- b. The PS Property, and all other written information received by one party (the "Receiving Party") from the other party (the "Disclosing Party") that is clearly marked, stamped, or designated as "confidential" or equivalent, and/or that relates to the Disclosing Party's nonpublic business strategy, the identity of its clients, technical data, and software or hardware designs, specifications, or configurations, shall in each case be considered confidential information of the Disclosing Party. For a period of three (3) years from the date of this SOW, the Receiving Party shall use commercially reasonable efforts to refrain from disclosing such confidential information to anyone but its employees or independent contractors under an obligation of confidentiality to the Receiving Party and who have a need to know such confidential information; provided, that Client shall in any event refrain from disclosing confidential information outside of its organization, including to consultants in or suppliers of third party imaging software, without CUSA's express written consent. The Receiving Party shall have no obligation with respect to information claimed to be confidential to the Disclosing Party in the event such information is disclosed or released to the public through no fault of the Receiving Party, was rightfully known by the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party, or is disclosed or released by court order. Provided, however, CUSA acknowledges that Client is a state of Washington municipality and is subject to Chapter 42.56 RCW, the Public Records Act ("PRA"), and that under the PRA Client is required to disclose Public Records unless those public records are subject to a specific exemption in the PRA. This documents is a Public Record under the PRA.

11. Choice of Law.

THIS SOW SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO PRINCIPLES REGARDING CONFLICT OF LAWS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES AGREE THAT ANY SUIT BETWEEN THEM, OTHER THAN ONE SEEKING PAYMENT OF AMOUNTS DUE HEREUNDER, SHALL BE COMMENCED, IF AT ALL, WITHIN THREE(3) YEARS OF THE DATE THAT THE CLAIM ACCRUES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUIT BETWEEN THEM. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE COUNTY OF SUFFOLK, STATE OF NEW YORK, IN THE UNITED STATES IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS

SOW. THE PARTIES HEREBY WAIVE ANY OBJECTION TO PERSONAL JURISDICTION, IMPROPER VENUE, OR FORUM NON CONVENIENS IN ANY SUCH ACTION OR PROCEEDING.

12. Entire Agreement.

This SOW and the Order Document, and any schedules or exhibits referenced therein, constitute the entire agreement between Client and CUSA with respect to the performance of the services and, if applicable, the furnishing of Deliverables to Client superseding all previous proposals, oral or written. No amendment or other modification to this SOW shall be effective unless it is in writing and signed by the parties hereto. Only those representations or statements contained in this SOW or in any schedules or exhibits hereto shall be binding upon CUSA as a warranty or otherwise. Client expressly disclaims having relied upon any representation or statement concerning the capabilities of CUSA, or the operation, performance, or specifications of any Deliverables furnished hereunder, except to the extent set forth on the original of this SOW or in any applicable EULA, SA or SMA.

13. Disclaimer

This document is the property of and is proprietary to CUSA. It is not to be disclosed in whole or in part without prior written consent of CUSA, and shall not be duplicated or used in whole or in part, for any purpose other than to evaluate CUSA's proposal, and shall be returned upon request. Provided, however, CUSA acknowledges that Client is a state of Washington municipality and is subject to Chapter 42.56 RCW, the Public Records Act ("PRA"), and that under the PRA Client is required to disclose Public Records unless those public records are subject to a specific exemption in the PRA. This documents is a Public Record under the PRA.

Change Order #		Change Order Date	
Change Requestor Information			
Company Name	City of Lake Forest Park		
Name & Title			
Phone		Email	
Description of Requested Change			

Additional software components required: Yes ☐ No ☐ Additional Professional Services required: Yes ☐ No ☐

Change authorized for City of Lake Forest Park by:

Date

Change authorized for Canon U.S.A., Inc., Inc. by:

Date