



Lexington Fayette Urban County Government (LFUCG)

Department of Revenue Tax Document Portal

Submitted by:

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Definitions

- Client or LFUCG: Lexington Fayette Urban County Government
- DIP: Document Import Processor (Hyland Module)
- DOR: Department of Revenue
- FRD: Functional Requirements Document
- IDP: Intelligent Document Processing
- Konica Minolta, we or our: Konica Minolta Business Solutions U.S.A., Inc.
- SOW: Statement of Work
- UAT: User Acceptance Testing

1. Executive Summary

1.1 Introduction and Background

LFUCG is committed to enhancing efficiency and accuracy in its tax form submission processes. As part of this commitment, we propose transitioning from the existing manual submission of Net Profit Tax Forms to a digital system. This change aims to streamline operations, reduce errors, and improve the overall user experience for taxpayers.

In our evaluation of the current Net Profit Tax Form submission process, we identified several areas for improvement. The manual system is prone to errors, is time-consuming, and is often inconvenient for taxpayers. By implementing a digital submission system, LFUCG can achieve the following benefits:

- **Increased Efficiency:** Digital submissions will significantly reduce the time required for processing tax forms, allowing for quicker turnaround times and improved workflow.
- **Enhanced Accuracy:** Automated systems minimize human errors, ensuring that data is accurately captured and processed.
- **Improved User Experience:** Taxpayers will find the digital system more convenient and accessible with features such as online form completion, instant submission, and real-time status updates.
- **Cost Savings:** Reducing the reliance on paper forms and manual processing will lead to cost savings in terms of materials, storage, and labor.

This transition aligns with LFUCG's strategic goals of modernizing its operations and providing better services to the community. We recommend moving forward with the implementation of the digital Net Profit Tax Form submission system to realize these benefits.

1.2 Key Findings

The following are some the key findings that resulted from our initial evaluation of LFUCG's current process:

- **Lack of standardization:** LFUCG currently lacks standardization of processes for document submissions.
- **Paperwork overload:** LFUCG still relies on paper forms, which can be overwhelming for DOR staff.
- **Lack of technology integration:** LFUCG processes are not fully integrated with technology, which can make it difficult to automate tasks, track progress, and access data.
- **Manual validation:** LFUCG currently handles all validation of information manually, with no automation.
- **Compliance challenges:** LFUCG must ensure that they are compliant with all legal and regulatory requirements.

1.3 Objective(s)

The goal of this project is to deploy a solution that will effectively achieve the desired outcomes. Specifically, the objectives are to:

- Increase efficiency: Streamline the tax form submissions and review process to reduce the time it takes to sort and process documents.
- Reduced paperwork: The solution aims to decrease the need for paper forms.
- Improved compliance: The process includes automated compliance checks, resulting in 100% compliance with all legal and regulatory requirements.
- Enhance constituent engagement: The solution provides an accessible, modern look and feel for completing and submitting forms.

2. Proposed Solution Summary

2.1 In Scope

An assessment was conducted in pre-sales and serves as the framework for this SOW and the basis for pricing. The deployed functions and complexity based on the use case(s) are outlined below (see Appendix B for complexity descriptions based on functionality). The following use cases are outlined in scope:

#	Use Case	Proposed Solution	Complexity
1.	Online Submission WebUI Framework		
1.1.	As a constituent/business, I need authenticated access to submit Department of Revenue Tax Forms.	<ul style="list-style-type: none">• Install and configure the Web UI Framework Application to create a DOR portal for external constituents/businesses to access and upload and submit digital tax forms.	Medium
1.2.	As a constituent/business, I need the ability to complete Net Profit tax forms electronically, with any required documentation, and submit them to the county.	<ul style="list-style-type: none">• Create Web UI Forms that will replace the existing PDF version of the following Net Profit tax forms/documents (names per LFUCG website).<ul style="list-style-type: none">○ Form 228 MNP - 2025 business minimum license fee form○ Form 228 ENP - 2025 quarterly estimated net profit payment form○ Form 228 – /media/91702024 net profit license fee return○ Form 228 EXT – Request for Extension of time to file• Within the appropriate Net Profit Web UI Forms, an upload control will be configured where appropriate to allow for attachments.	4 Forms 2 Informational /Instructional Forms – Medium
1.3.	As a constituent/business, I need the ability to complete and upload Non-Net Profit Tax forms, with any required documentation, and	<ul style="list-style-type: none">• The following DOR tax forms will be added as a hyperlink to the PDF version of the form (as it is today). Once downloaded and completed, it will then be uploaded via the portal with required indexing to assist with workflow processing and retrieval.<ul style="list-style-type: none">○ Form 228 IP - application for a license fee account	Low/Medium

#	Use Case	Proposed Solution	Complexity
	submit them to the county.	<ul style="list-style-type: none"> ○ Form 222 - 2024 reconciliation of license fee withheld ○ Form 211-22 - 2024 employee refund application ○ Form 211-65 - 2024 employee refund application, over age 65 ○ Form 1099-LX – 1099 transmittal sheet • An upload form/control will be created and available in the portal that allows for DOR tax forms to be uploaded as their existing PDF format. 	
1.4.	As a constituent/business, I need to pay my balance owed electronically from the portal, so I don't need to mail a check to the county.	<ul style="list-style-type: none"> • Provide a button within the portal that will launch the one-time payment window of Paymentus. <p>NOTE: Discovery is required to determine the best method to achieve the payment integration with Paymentus.</p>	Medium
1.5.	As a constituent/business, I need the ability to see forms that I've submitted online to the county.	<ul style="list-style-type: none"> • Create a Custom Query that will retrieve forms/documents submitted through the DOR portal. 	Medium
2.	Document Review Workflow		
2.1.	As a DOR user, I need the ability for forms submitted from the portal, to be routed through an automated process to help manage workload, assignments and tracking status of documents.	<ul style="list-style-type: none"> • Create an OnBase workflow process that will be used to: <ul style="list-style-type: none"> ○ Manage the processing and review of document submitted through the portal. ○ Provide system automated routing/filtering of submitted forms based on DOR processing rules. ○ System automated validation of key fields. 	Medium

#	Use Case	Proposed Solution	Complexity
		<ul style="list-style-type: none"> ○ Exception handling for items missing key information. 	
2.2.	As a DOR user, I need to be notified when new documents/forms require review within the process.	<ul style="list-style-type: none"> • Create Workflow Notifications that will be sent to users/groups (defined during Discovery) when documents/forms entered the process and/or queue for review. 	Low
2.3.	As a DOR user, I need the process to be flexible when assigning/re-assigning/escalating users for review.	<ul style="list-style-type: none"> • Tasks will be configured to allow for assignment/re-assignment of files to users assigned to the process. • Tasks will be configured to allow for escalation of files to users assigned to the process. 	Medium
2.4.	As a DOR user, I need to be able to review the form and any related documents within my queue, and make a decision.	<ul style="list-style-type: none"> • Related documents that are uploaded with the form will be made available within the workflow process. • Tasks will be configured within the queues based on the business rules/needs. This may contain tasks such as: <ul style="list-style-type: none"> ○ Review Complete ○ Hold for Additional Review ○ Re-assign/Escalate ○ Incomplete/Remove ○ ERP Manually Updated ○ Etc. 	Medium
3.	Dashboard Reporting		
3.1.	As a DOR user, I need visibility into the Document Review submission and review process, to help manage employee workload and understand processing times.	<ul style="list-style-type: none"> • Reporting Dashboard(s) will be configured to report on the workflow process and help gather additional information within the process. <p>NOTE: Discovery is required to determine the parameters and reports required for DOR administrators.</p>	Low/Medium

2.2 Out of Scope

This project shall not include the following, any inclusion or addition of these items will require a change order:

- Departments, applications, or steps that were not documented as part of the expected scope of this SOW.
- Additional processes that have not been thoroughly understood or documented.
- Translations required through middleware, applications or other systems (e.g., web services).
- Activities that go beyond education and minor troubleshooting during the Go-Live Support period.
- Integration with third party solutions - it is assumed that integration efforts, including those related to data transfer, entry, or exchange (unless specifically defined in Section 2.1) are not included in the scope of this project.
- Custom code development - it is assumed that there will be no requirements for custom development unless explicitly stated in this SOW.
- Custom interfaces - for the purposes of this project, standard, pre-built vendor interfaces will be utilized. Development of customized web front-ends, applications or web services are assumed to not be required unless explicitly stated in this SOW.
- Handling of additional data or documents that are not specifically mentioned in this SOW.
- The processing of additional document types that were not provided by Client.
- Additional effort associated with processing a higher volume of documents than was originally anticipated.

3. Assumptions and Critical Dependencies

3.1 Implementation

Client will utilize existing workflow licensing for document review process. If it is determined during Discovery that additional workflow licenses are required, those will need to be procured.

3.2 General

- All Konica Minolta Services will be provided remotely.
- Client will assign and provide a dedicated Project Manager to oversee the project on their side.
- Client will furnish a list of stakeholders and communicate the expected time commitment for each individual. Client will also be responsible for ensuring that these time commitments are upheld.
- All key stakeholders and project members will attend the project kick-off meeting to understand project objectives, timeline, deliverables and expectations.
- Client will ensure its resources are trained and certified to perform any in-house roles in the chosen platform in advance of this project, or, at the latest, before UAT.
- The training provided as part of this SOW will be tailored to the solution delivered and will not encompass all functionality of the platform.
- Client will procure all required software licenses necessary for this project and for all necessary environments (Development, UAT, Production).
- Client acknowledges that the Go-Live Support period is intended to offer quick assistance and support as personnel learn to manage the recently deployed solution. Therefore, project resources will be available on a "call-in" basis rather than working full-time throughout the 5 day period. Should additional full-time resources be required at this stage due to unforeseen circumstances, the Client understands that a Change Order for the extra time needed will be required.
- The accuracy rate of Optical Character Recognition and Full-Text Search capabilities may vary with the quality of the source documents, the complexity of the content, and the presence of special characters or non-standard fonts. Any significant deviation from the assumed accuracy rate may require adjustments to the project scope, timeline, or resources.

3.3 Schedule

- Upon reaching an agreement on the specific project schedule, Client will be responsible for ensuring the participation of relevant stakeholders and coordinating any necessary logistical arrangements.
- Client will make all relevant and requested documents available within 1 week of project commencement.
- Client shall respond to requests for interviews and provide requested documentation within a period of 3 business days from the time of the request being made.
- Konica Minolta will collaborate with subject matter experts (SMEs) identified by Client and make arrangements for workshops or meetings related to the project. The Client will ensure that project activities are given priority, as necessary, to adhere to the agreed-upon schedule.

3.4 Scope and Deliverables

- The Konica Minolta Project Manager will be responsible for obtaining approval on all deliverables before they are considered final.
- Key stakeholders will review the deliverables and provide feedback within 3 business days. If all feedback items are satisfactorily addressed, the deliverable will be considered final. If no feedback is received, the deliverable will be deemed complete and accepted.

3.5 UAT

- System testing with Client and Konica Minolta project resources prior to UAT to ensure all processes are ready for UAT.
- Client will be responsible for creating a solution test plan and for executing against that plan for UAT.
- Changes occurring as a result of UAT, which require an unforeseen scope change, may increase the overall project timeline and require a Change Order. It is recommended that Client set aside extra budget to mitigate the impact of this scenario.
- Client will grant access to the necessary systems (Test and Production) for conducting UAT and executing UAT. Excessive delays may result in additional cost or loss of the project's scheduled resources.

3.6 Change Management Process

Either party may request modifications to the scope of professional Services outlined in this SOW. If a change is requested, Konica Minolta will inform the Client in writing of any potential impact on fees, costs, implementation schedule, or any other material effect that the change could reasonably have on the professional Services.

3.7 Opt-Out Clause

The Client reserves the right to opt out of the project prior to the FRD creation (prior to Milestone #2) under the following terms and conditions:

- **Notification:** The Client must provide written notice to Konica Minolta of its decision to opt out no later than five (5) business days after the conclusion of the Initiation/Discovery Phase prior to the creation of the FRD. This notice should include clear reasoning for the decision.
- **Payment Obligations:** The Client agrees to settle all outstanding payments for work completed up to the end of the Initiation Phase, including, but not limited to, fees for project initiation, analysis, and design activities.
- **Deliverables Ownership:** Any deliverables produced by Konica Minolta during the Initiation Phase will remain the property of the Client upon payment of all outstanding payments, with no further obligations for Konica Minolta to continue work or provide additional support.
- **Konica Minolta Obligations:** Upon receiving the opt-out notice, Konica Minolta will formally confirm receipt and ensure a smooth handover of all deliverables and documentation produced in the Initiation Phase within five (5) business days.

- **Termination of Project:** The opt-out decision will result in the full termination of the professional Services set forth in this SOW, with neither party having any further liability or obligation toward the other beyond what is specified in this Section 3.7.
- **Change Order Requirement:** If the Client decides to re-engage Konica Minolta for future phases, a new SOW will be required to define the scope, timeline, and fees associated with the re-engagement.

This opt-out clause ensures flexibility for the Client while maintaining transparency and fairness in the terms of project.

4. Approach

Client will provide a knowledgeable team of SMEs who will achieve project goals using the approach below for each item listed in scope in Section 2.1 of this SOW.

Konica Minolta and Client will proceed with the installation of the software components necessary for the building of the solution using our proprietary methods, which are as follows:

- We start by completing the final stages of an in-depth analysis for the proposed solution.
- Our developers use a hybrid agile format whereby they will showcase components of the solution as completed to ensure accuracy, shorter UAT time and client delight each step of the way.
- During Development, Client will work with Konica Minolta business analyst to document test cases in preparation for UAT.
- Prior to launch, our team will teach Client how to manage and administer the solution.
- Upon deployment, Konica Minolta shall provide 5 days of Go-Live Support.

4.1 Professional Services Tasks and Deliverables

Tasks

Phase	Activity Description	Representative Deliverables
1	Project Management	<ul style="list-style-type: none">• Project workbook.• Weekly status meetings and reports.
2	Project Initiation	<ul style="list-style-type: none">• Discuss and update project timeline as necessary.• Kickoff for named project resources.
3	Analysis and Solution Design	<ul style="list-style-type: none">• Validate opportunity assessment.• FRD.• Test Scenario Template.
4	Solution Development (Agile Delivery)	<ul style="list-style-type: none">• Solution configuration and development.• Iterative “show me” sessions with Client.• Peer code review.
5	Training and Education	<ul style="list-style-type: none">• Solution administration training.• Trainer course(s) allowing Client process owners to effectively test and train other Client users on the solution implemented as part of this SOW.
6	UAT	<ul style="list-style-type: none">• Test plan.• UAT coordination.• Issue log.

Phase	Activity Description	Representative Deliverables
		<ul style="list-style-type: none"> • UAT results meeting (Go/No Go). • 5 day UAT timeframe.
7	Transition	<ul style="list-style-type: none"> • Production deployment.
8	Go-Live Support	<ul style="list-style-type: none"> • 5 day period supporting Production Go-Live. • On call support by the project team.

Deliverable Definition(s)

Milestone	Milestone Definition
Project Kick-off Meeting	<p>Konica Minolta will conduct a project kickoff meeting including appropriate Client and Konica Minolta personnel.</p> <p>Acceptance Criteria: Conclusion of the project kickoff meeting.</p>
Delivery of FRD	<p>Konica Minolta will conduct detailed discovery to review the needs and requirements of this project, and create FRD to detail how the project will be accomplished.</p> <p>Acceptance Criteria: Delivery of FRD to Client staff.</p>
Completion of Solution Development	<p>Solution development has been completed based on the user stories identified in the FRD, and Client users can begin UAT of the Test OnBase environment.</p> <p>Acceptance Criteria: Start of UAT.</p>
Completion of UAT	<p>Konica Minolta will assist with the completion of UAT by the Client.</p> <p>Acceptance Criteria: Completion of UAT.</p>
Solution Go-Live Acceptance	<p>Konica Minolta project team will support the solution for 3 days after the solution is deployed in Production.</p> <p>Acceptance Criteria: Signed Project Acceptance Document to be executed 5 days following solution Production deployment based on the agreed-upon specification.</p>

4.2 Roles and Responsibilities

Konica Minolta

Role	Responsibilities
Project Manager	<ul style="list-style-type: none">• Ensure project scope is clear and that it is delivered on time and on budget. Should issues arise that are beyond his/her control, is responsible for proactively flagging, communicating and creating mitigation plans.• Lead day to day execution of the project(s).• Drive agile development processes where indicated and serve as Scrum Master on smaller projects.• Ensure collaboration between business, process and technical teams.
Business Analyst	<ul style="list-style-type: none">• Analyze and document “as is” and “to be” processes.• Provide continuous improvement feedback during iterations.• Capture business requirements and deliver in-scope documentation.• Assist in test scenario selection and plans.• Support Client-driven UAT.• On standby during Go-Live Support.
Solution Engineer	<ul style="list-style-type: none">• Drive solution platform architecture and produce related artifacts (for in-scope platform installations only).• Perform server-side activities required to deploy the automation.• Build the solution.• Troubleshoot platform issues.• Support Client platform support team, preparing them to take over support after Go-Live.• Present iterative builds to Client.• Provide “as built” design documents to ensure Client manageability.
Solution Developer	<ul style="list-style-type: none">• Creating and implementing source code for custom scripts and applications.• Testing and debugging source code.• Evaluate code to ensure it meets industry standards and compatibility requirements.• Document source code.
Solution Architect	<ul style="list-style-type: none">• Translate requirements captured by functional business analysts, producing related documentation/artifacts.• Review and provide insight to complex solutions.• Provide technical guidance to Solution Engineer where necessary.

Client

Role	Responsibility
Management Team	<ul style="list-style-type: none">• Provide project direction, drive stakeholder support and engagement required for project success, sign off on deliverables.
Project Manager	<ul style="list-style-type: none">• Facilitate project logistics such as scheduling meetings, building access, documentation reviews, status meetings, etc. on Client side.• Ensure access to existing documentation and stakeholders as needed.
End Users	<ul style="list-style-type: none">• Provide technical data and background on the current capabilities, roles, responsibilities, data/system integrations, applications, tools, etc.
IT Team	<ul style="list-style-type: none">• Provide ongoing technical automation resources and support through the lifecycle of the project.

4.3 Implementation Plan

Schedule

The following is a high-level timeline upon which this fixed fee project is based. Once this SOW has been executed and a Purchase Order (if necessary) has been received, the implementation process identified above will be initiated with the development of a formal project plan and schedule. This should be completed in the first week, at which point a formal plan will be cooperatively developed as part of the project initiation phase. It is very important for both organizations to understand that starts and stops in the implementation process are very costly. Working together to develop a workable plan that will ensure a smooth process is critical to the overall success of the project.

Task	Timeframe
Project Initiation	Week 1
Analysis and Solution Design	Weeks 2-3
Solution Development (Agile Delivery)	Weeks 4-7
Testing	Week 8
Training /Production Deployment	Week 9
Go-Live Support	Weeks 10

Key Dates

The key dates listed below are identified as target dates for the completion of the project and mutually agreed upon by Client and Konica Minolta. These dates are preliminary and non-binding, however, if a proceeding commitment is not met, the Go Live date will be at risk.

Task	Date
SOW Execution	6/30/2025
Purchase Order Delivered	6/30/2025
Project Kickoff	2-4 weeks after project signing
Target Go-Live	10/6/2025
Project End Date	10/13/2025

Client Acknowledgement: _____ (Initial)

5. Pricing and Terms

5.1 Pricing Summary

Description	Total
Konica Minolta Professional Services - Implementation Services	\$ 91,500.00

Software Detail

It is essential that the following software is procured and made available for the successful completion of this SOW.

During Discovery, it will be determined if additional workflow licenses will be required for this solution. Pricing will be provided in a separate quote.

Description	Qty
Web UI Framework	1

Services Payment Schedule

Each milestone is tied to the completion of the deliverables defined in the Deliverable Definition(s) table under Section 4.1 and payments are made based on the successful completion of these milestones.

#	Item	Percent	Amount
1	Project Initiation (Upon Kickoff)	20%	\$18,300.00
2	Delivery of FRD	20%	\$18,300.00
3	Upon Completion of Solution Configuration	25%	\$22,875.00
4	Upon Completion of UAT	25%	\$22,875.00
5	Solution Go-Live Acceptance	10%	\$9,150.00
Total			\$ 91,500.00

5.2 Travel and Expense

Konica Minolta expects to deliver the Services outlined in this SOW remotely, however, if Client requests Konica Minolta personnel to travel in connection with the performance of this SOW, Client will reimburse Konica Minolta for all reasonable expenses incurred in connection with the performance of the Services for travel expenses (such as airfare, car rental, lodging, mileage reimbursement, tolls, parking and meals). All travel time will be subject to a travel charge. Travel charges will be applied based on the standard hourly rate. Client will be invoiced for one-half of the total travel time to and from the Client location for each on-site visit.

5.3 Validity

This document shall remain valid until 8/8/2025.

5.4 Payment Terms

Milestones

Payments for specific tasks and deliverables shall be made upon acceptance of the milestones set forth in this SOW and are due Net 30 days from the date of invoice.

Promptly upon delivery of the deliverables or receipt of notice that performance of the Services has been completed, Client will inspect and test the deliverables or Services. No later than five (5) business days after delivery of the deliverables or receipt of the notice, Client will execute and deliver either (i) written acceptance of the deliverables or Services, or (ii) written notification of any defects in the deliverables or Services. If Client has not given notice within such time period, the deliverables or Services shall be deemed accepted by Client as of the fifth (5th) business day, as described above.

If Client elects to formally pause or delay the project, a Change Order will be required. An invoice may be incurred for current project completion based on project schedule and additional budget may be required to re-engage Konica Minolta on the project.

Approval and Acceptance

CLIENT: Lexington Fayette Urban County Government

PROPOSED SOLUTION: Department of Revenue Tax Document Portal

This SOW is entered into as of the date indicated by the last signing party below by and between Konica Minolta and LFUCG. This SOW is subject to the terms and conditions of the Sourcewell Contract #060624-KON dated October 25, 2024 (“Sourcewell Contract 060624-KON”), between Konica Minolta and Sourcewell, as it applies to Sourcewell Participating Entities, and the Konica Minolta terms and conditions of service attached hereto as Appendix A. In the event of any conflict between the Sourcewell Contract 060624-KON and this SOW, this SOW shall control but only with respect to this particular SOW.

By signing below, the authorized representative(s) from Client acknowledges that they have read, agreed to, and accepted this SOW and agree that it is provided for the purpose of providing an estimate for professional Services related to discovery and gap analysis and is subject to change.

Lexington Fayette Urban County Government Approval

Approver	Signature	Date Signed
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Konica Minolta Business Solutions U.S.A., Inc. Approval

IIM Sales Director	Signature	Date Signed
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Professional Services Director	Signature	Date Signed
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Appendix A: Terms and Conditions of Service

1. Independent Contractor Status. The parties shall at all times be independent contractors. Nothing in this SOW shall be construed to create a relationship of partnership, joint venture, employment, franchise or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.
2. Intellectual Property.
 - (a) Each party shall retain all ownership and intellectual property rights in and to its own tangible and intangible property, whether or not supplied to the other in connection with the Services, and nothing in the SOW shall be construed to give either party any right to the other party's property absent an express grant of such right in the SOW.
 - (b) All Client data inserted by Konica Minolta into any software or custom-developed application for purposes of providing Services under this SOW shall remain the sole property of Client; provided, that such software or custom-developed application shall remain the property of the software maker or the application developer, as the case may be. Client may use such software or application in accordance with the terms of this SOW and the End User License SOW applicable to the software or application.
 - (c) Konica Minolta hereby represents and warrants that it has obtained all licenses necessary to use and sub-license third party intellectual property for purposes of this SOW.
3. Other Clients of Konica Minolta. Client acknowledges and agrees that Konica Minolta is in the business of developing document imaging and document management systems, and that Konica Minolta shall have the right to provide to third parties services which are the same as or similar to the Services.
4. Confidentiality and Non-solicitation.
 - (a) "Confidential Information" shall mean any information relating to or disclosed during the course of performance of this SOW, whether in tangible form or otherwise, which is either marked as "CONFIDENTIAL" or "PROPRIETARY" by the disclosing party or should be reasonably understood by the receiving party to be proprietary to the disclosing party. Confidential Information shall not include any information which is or becomes generally available to the public in the absence of a breach of this SOW; is in possession of a party prior to its disclosure by the other party; or becomes available from a third party not in breach of any obligations of confidentiality to the disclosing party. Each party acknowledges that it may receive Confidential Information of the other party relating to its technical, marketing, product or business affairs. Each party shall hold Confidential Information in strict confidence and shall not disclose or use it without the express written consent of the other party, except as required by law, or as otherwise contemplated in this SOW.
 - (b) The parties covenant and agree that during the term of this SOW, and for twelve (12) months thereafter, neither party shall retain the services (whether as an employee, independent contractor or otherwise) of any employee of the other party (or ex-employee within six (6) months of the employee's termination of employment). The parties agree that any breach of the foregoing covenant would result in harm to the non-breaching party and that the amount of legal damages would be difficult to determine. Accordingly, the parties agree that for each such employee or ex-employee retained in violation of this Section 4(b), the party in breach shall pay to the non-breaching party the sum of Fifty Thousand Dollars (\$50,000) as liquidated damages. The parties agree that such liquidated damages shall constitute a reasonable estimate of the damages that would accrue to the non-breaching party and do not

constitute a penalty. This Section 4(b) shall not apply to individuals who respond to a general advertisement of employment on their own sole initiative without any direct or indirect solicitation or inducement by a party.

5. Limited Warranty. Konica Minolta warrants that all Services shall be performed in a professional manner in accordance with generally applicable industry standards and as described in the SOW (including any Schedules thereto). Konica Minolta shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Services in question were first performed; or (ii) if the claim is the result of third party hardware or software failures, or the actions of Client or a third party. THIS SECTION 5 SETS FORTH THE ONLY WARRANTIES MADE BY KONICA MINOLTA. KONICA MINOLTA HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY KONICA MINOLTA ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.
6. Limitations of Liability.
 - (a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. KONICA MINOLTA SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD PARTY SOFTWARE OR HARDWARE.
 - (b) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KONICA MINOLTA'S TOTAL LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THE SOW, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL PAYMENTS MADE BY CLIENT TO KONICA MINOLTA FOR THE SERVICES IN QUESTION UNDER THE SOW.
7. Assignment. The SOW may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment in violation of this Section 7 shall be void.
8. Disputes; Governing Law.. This SOW shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Venue for any action or proceeding arising under this Agreement shall be in a court of competent jurisdiction in Fayette County, Kentucky. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. Except for enforcement of payment obligations hereunder, no legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen.
9. Complete Understanding; Modification. The SOW shall constitute the full and complete understanding and agreement between the parties regarding the subject matter thereof and shall supersede all prior or contemporaneous negotiations, discussions or agreements,

whether written or oral, between the parties regarding the subject matter contained therein. Any waiver, modification or amendment of any provision of the SOW shall be effective only if in writing and signed by both parties.

10. Counterparts. This SOW may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The parties agree (i) that facsimile or electronic signature shall be accepted as original signatures; and (ii) that the SOW may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the SOW, the parties waive their respective right to raise any defense based on the execution of this SOW in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.
11. Waiver and Severability. Waiver or failure by either party to exercise any right or obligation provided for in the SOW shall not be deemed a waiver of any further right or obligation thereunder. If any provision of the SOW is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the SOW shall continue in full force and effect.
12. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under the SOW (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, fire, floods, earthquakes or other natural disasters and power outages, insofar as such an event prevents or delays the affected party from fulfilling its obligations, such party is not able to prevent or remove the force majeure at reasonable cost and such party resumes performance hereunder as soon as possible.
13. Compliance with Laws. Each party shall, at its own cost and expense, comply fully with all laws, statutes, administrative orders, or regulations applicable to the Services, including regulations of the U.S. Department of Commerce and the U.S. Export Administration Act to assure that the Services, including any deliverables, are not exported in violation of U.S. law.
14. Notices. Any notice or communication required or permitted to be given under the SOW shall be in writing to the notice addresses set forth below and shall be deemed given when any one of the following delivery methods is completed: (i) upon receipt if by personal delivery (ii) by electronic mail to primary point of contact with subsequent written letter sent by U.S. mail or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

If to Client:

If to Konica Minolta:

Lexington Fayette Urban County Government	Konica Minolta Business Solutions U.S.A., Inc.
	101 Williams Drive, Ramsey, NJ 07446
Attn:	Attn: Contract Administration

Email:	Email: MasterAgreements@kmbs.konicaminolta.us
	CC: Legal@kmbs.konicaminolta.us

Appendix B: OnBase Complexity Definitions

The tables provided serve as a reference for the level of effort required, taking into consideration the various factors that contribute to the complexity of the project. Your Konica Minolta presales consultant has made determinations regarding the scope of the project, as outlined in Section 2.1, based on the information gathered during the presales process.

Installation

Depending on the requirements of the solution, different components may require installation with different levels of complexity.

Hosted Web-Only	Base level access will not require additional installations. Links and access will be given to access the system via a web browser.
Hosted Client Installs	A Hyland-hosted system that requires local install or install packages to be setup for distribution.
On-Premise Web-Only	An on-premise installation requires all server components to be installed. Web-only will require no local client installations.
On-Premise Client Installs	An on-premise installation requires all server components to be installed. This install also requires local client installation or installation packages to be created.

Modifications

Any adjustments or extensions to existing configurations.

Low	Addition of simple workflow ad-hoc tasks, document types, keyword types or attributes.
Medium-Low	Creation or modification to existing queries, folders, or filters for simple retrieval.
Medium	Addition of workflow queues to an existing workflow with automation, load balancing, and does not require updates to existing documents.
Medium-High	Modification that requires reprocessing documents or moving of existing documents in existing processes.
High	Scripting or customizations to existing forms or interfaces.

Import

Import configurations are methods of bringing content into the system.

Low	Basic scan queue setup for Manual import
Medium-Low	Scheduled Directory Sweep or DIP processor
Medium	Unity Form creation for data and document consumption
Medium-High	Out of box integration for document upload
High	Customized interface for ingestion of documents

Workflow

Workflow is any configuration of the workflow modules available in the provided software.

Low	Workflow with minimal to no automation and primarily manual processing and only requires 5 working queues. Automation supported is limited to functions such as minor modification of keyword values.
Medium-Low	Workflow consisting of up to 5 queues that requires more advanced automation such as calculations and basic rules-based routing and validation and notifications.
Medium	Workflow consists of up to 7 queues and requires advanced calculations, routing, validation, and notifications.
Medium-High	Workflow that may require multiple life cycles and has advanced automation that may include advanced calculations and out-of-box integrations such as DocuSign E-Signature or Document Composition.
High	Workflow requiring scripting, web service calls or other integration points.

Workview

Workview is the configuration of the OnBase case management module.

Low	A basic application with no more than 3 classes each consisting of 5-10 attributes. No complex filters or views required.
Medium-Low	An application with no more than 3 classes each consisting of 5-10 attributes. Views and/or filters are dynamic and may vary by users and/or stages in a workflow processes.
Medium	An application with no more than 6 classes each consisting of 5-15 attributes. Views and/or filters are simple and of minimal complexity.
Medium-High	An application with no more than 6 classes each consisting of 5-15 attributes. Views and/or filters are dynamic and may vary by users and/or stages in a workflow processes.
High	An application with a large number of classes and potentially additional related applications. Views and/or filters are dynamic and may vary by users and/or stages in a workflow processes.

Integrations

Includes any development of integrations with third party systems.

Low	Integrations using out of the box functionality such as autofill or application enabler.
Medium-Low	A data integration using either a daily or weekly data feed or external autofill.
Medium	A unidirectional integration with semi-frequent transfers using native API functionality.
Medium-High	A bi-directional integration requiring real-time data and/or document transfers using native API functionality.
High	A bi-directional integration requiring real-time data and/or document transfers and requires customized API or interfaces for input or outputs.

Reports

Reports are configurations of provided software report modules or custom if required.

Low	Standard Report Dashboard in grid using native data connectors.
Medium-Low	Standard Report Dashboard which includes graphical elements (charts/graphs).
Medium	Standard Report Dashboard which includes calculated fields and graphical elements (charts/graphs).
Medium-High	Custom data reporting using Report Dashboards which includes data outside of the OnBase system with calculated fields and graphical elements (charts/graphs).
High	Integration of data into different BI tool for client.

Retention

A retention configuration refers to the settings and policies that determine how long a document or record will be kept.

Low	This level of complexity would involve a basic document retention configuration, such as retaining documents for a specified number of days or years after their creation or last modification date.
Medium-Low	This level of complexity would involve the implementation of basic document retention policies with some additional parameters, such as specific document types or custom metadata fields.
Medium	This level of complexity would involve the implementation of more complex document retention policies, such as those based on events, such as when a document is approved, rejected, or deleted, or based on specific conditions, such as the expiration of a contract or the end of a project.
Medium-High	This level of complexity would involve the integration of Hyland OnBase document retention with other systems or processes, such as records management systems or enterprise resource planning systems.
High	This level of complexity would involve the implementation of highly complex and customized document retention policies, such as those involving multiple conditions, nested rules, and extensive integration with other systems.

Appendix C: Web UI Framework

Hyland Overview

Product Vision

The Web UI Framework is a modern web application that unlocks the power of OnBase to users both inside and outside of our customers' organization.

Web UI Framework is built to be a customizable browser-based interface that helps our customers provide access of forms, content, and workflow processes to their end users.



What is it?

- Our web application is a sophisticated, user-friendly overlay for OnBase solutions, designed to enhance productivity and streamline processes. Deployed as a web server on IIS, this application provides a point-and-click interface that allows users to effortlessly build and customize applications.

What does it do?

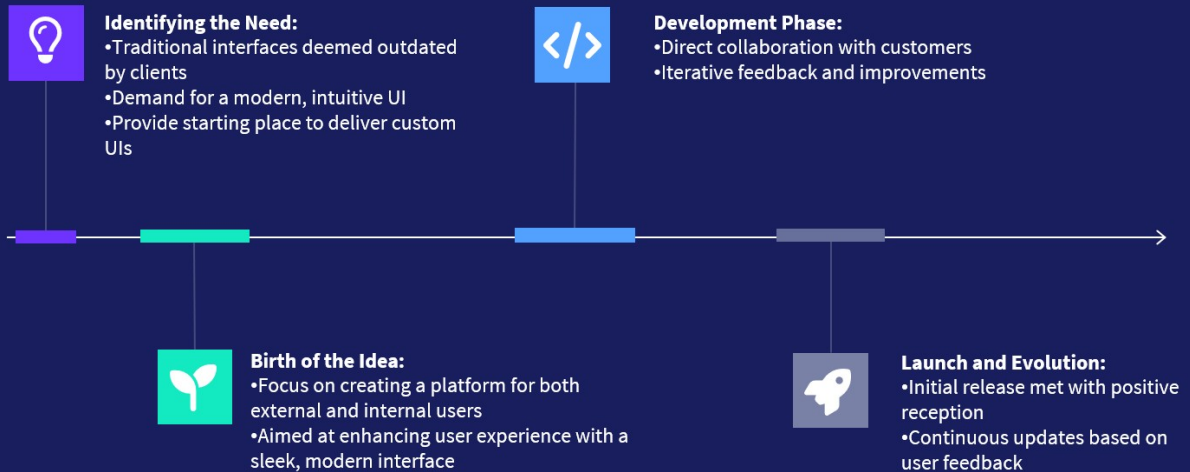
- Simplifies Application Development: Reduces the complexity of creating and customizing applications, making it accessible to non-technical users.
- Enhances OnBase Functionality: Adds value to the existing OnBase system by introducing additional features and improving user interaction.
- External Interactions: Allows users external to OnBase to interact with the system data.

What is the customer value?

- Web UI was built in the true and original spirit of OnBase--a genuine low-code platform that allows companies to create custom web application to interact with their content and data without comprising on aesthetics and simplicity. We prioritize the experiences of both administrators and end users.



History



Release Process

Our development process is rooted in Agile. We perform sprints and regularly create new builds of Web UI Framework.

These regular builds feature bug fixes and minor improvements to our application. Builds that meet our quality standards and pass testing may be marked as **Release Builds** and made available to the customer community.

At least once annually, we produce a formal **Point Release** of Web UI Framework which is an aggregation of our enhancements and release of new major features.



Demo Screen Shots

